

PC 1  
SLIDE 99

PLAT, COVENANTS AND RESTRICTIONS  
OF  
HARVARD PARK - SECTION I  
A PART OF THE PARKS AT WHITE RIVER

The undersigned, Estridge Development Company, Inc., an Indiana Corporation (the "Developer"), is the owner of the real estate more particularly described in Exhibit A attached hereto (the "Real Estate"). Developer intends to plat and subdivide the Real Estate as shown on the plat of Harvard Park - Section I, as hereafter recorded in the Office of the Recorder of Hamilton County, Indiana (the "Plat") and desires to subject the Real Estate to these Plat, Covenants and Restrictions. The subdivision created by the Plat shall be known and designated as Harvard Park - Section I, a part of The Parks At White River (the Subdivision). In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to the covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions dated the 31st day of December, 1989, and recorded on the 26 day of FEB., 1990, as Instrument Number 90-4215 in the Office of the Recorder of Hamilton 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 Parks At White River Homeowners Association, Inc. (the "Association"), as 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 conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots 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. There are areas of ground on the plat marked "Utility Easement", "Sewer Easement", and "Drainage Easement", either separately or in combination. The Utility Easement is 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 Easement is hereby created and reserved: (i) for the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the use of the Association and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system; provided, however, that 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 surface water drainage will be unimpeded. The delineation of the Utility Easement, Drainage Easement 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 lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 1. No permanent structures shall be erected or maintained upon said easements. The Sewer Easement is hereby created and reserved (i) for the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a sanitary sewer system and (ii) for the use of the Association and any governmental agency for the

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installation and access to and maintenance, repair and replacement of such sanitary sewer system. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Utility Easement, Drainage Easement and Sewer Easement herein created and reserved.

2. There are areas of ground on the Plat marked "Lake Common Area". The Lake Common Areas are hereby created and reserved:

- i. solely for the common visual and aesthetic enjoyment of the Owners;
- ii. for the use by Developer during the Development Period for the installation of retention and detention ponds or lakes;
- iii. for the use as retention and detention ponds or lakes; and,
- iv. for the use of the Association of the management and control of retention and detention ponds or lakes and the installation, maintenance and repair of such retention and detention ponds or lakes.

3. There are areas of ground on the Plat marked "Restricted Common Area" which areas are created solely for the aesthetic and visual enjoyment of the Owners. The landscaping located within such designated Restricted Common Area shall be maintained by the Association and the Association shall have an easement of ingress and egress for the purpose of this maintenance obligation. The Common Restricted Area running along the north property line of the Real Estate shall be and remain in their natural state and the landscaping or other improvements located within these areas may not be removed by an Owner.

4. There are areas of ground on the Plat marked Landscape Easements. The landscaping located within the easement shall be maintained by the Association and the Association shall have an easement of ingress and egress on and over such areas for the purpose of this maintenance obligation. The foregoing notwithstanding, the Association shall not have the obligation to maintain the landscaping located within landscape easements which are within the perimeter boundaries of a Lot. The landscaping and other improvements planted or installed by the Developer and/or the Association in the landscape areas may not be removed by an owner and no fence shall be placed in such areas by an Owner, except as approved by the Association or the Developer.

5. There are areas of ground on the Plat marked "Lake Maintenance and Access Easements (LMAE)". The Lake Maintenance and Access Easements are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and construction, management and control of retention and detention ponds or lakes and the installation, repair and replacement of improvements therein and thereon and, (ii) for the use of the Association for access to and maintenance, management and control of retention and detention ponds or lakes and the installation, thereon. Except as installed by Developer or installed and maintained by the Association, no permanent structure or improvement shall be erected or maintained upon said Lake Maintenance and Access Easements.

6. There are areas of ground on the Plat marked Common Area (CA). The Common Area are created and reserved for the use and enjoyment of the Owners, subject to such rules, regulations and limitations on use as established by Developer. At the end of the Development Period the Association shall assume responsibility for promulgating rules and regulations for the use and enjoyment of the Common Area by the Owners.

7. Building set-back lines are established 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.

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8. 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 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 sufficient height to prevent obstruction of such sight line.

9. No residence constructed on a lot in the Subdivision shall have less than one thousand four hundred (1,400) square feet of floor area, exclusive of garages, carports, and open porches for single story and 1,800 for multi level.

10. All lots in the 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 Zoning Ordinance of the Town of Fishers, Indiana. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

11. No garage shall be erected on any lot in the Subdivision which is not permanently attached to the residence, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence.

12. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the Subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

13. No trailer, shack, tent, boat, 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.

14. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind be stored on any lot in the Subdivision in open public view.

16. 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 the Subdivision.

17. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or 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

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lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

18. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

19. No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the Subdivision which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any Lot.

20. Each driveway in the Subdivision shall be of concrete or asphalt material and shall not exceed in width the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway.

21. No roof antenna shall be installed or permitted in the Subdivision.

22. No satellite dishes shall be installed or permitted in the Subdivision except as installed by Developer and after the end of the Development Period except as approved by the Association.

23. No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Subdivision.

24. No fence placed on a Lot abutting an area designated on the plat as Lake Common Area shall exceed 3 feet in height beyond a point 15 feet from the house constructed on such lot. All fencing, and its placement, shall be subject to approval by the Committee. No fence shall be higher than six (6) feet. Fencing style and color shall be consistent with the property.

25. No above-ground swimming pools shall be permitted in the Subdivision.

26. No solar heat panels shall be permitted in the Subdivision.

27. All lots shall be accessed from the interior streets of the Subdivision.

28. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, and Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in any Subdivision which is now or hereafter made subject to and annexed to the Declaration, 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, injunctive 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 neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

29. Until the end of the Development Period, Developer or The Zstridge Group, Inc., shall have the right to amend these covenants and restrictions without the approval of any person or entity.

30. These covenants and restrictions may be amended at any

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time by the then owners of at least two-thirds (2/3) 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 and the Estridge Group, Inc., any such amendment of these covenants and restrictions shall require the prior written approval of Developer and The Estridge Group, Inc. Each such amendment 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 Hamilton County, Indiana.

31. These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing paragraph 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 party thereof, and on all persons or entities claiming under them, until 2001, 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 all Subdivisions which are now or hereafter made subject to and annexed to the Declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

32. Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions of this plat, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 31st day of January, 1990.

ESTRIDGE DEVELOPMENT COMPANY,  
INC. an Indiana Corporation

By:   
Paul E. Estridge, President

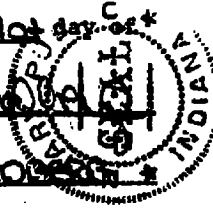
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STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Paul E. Estridge, the President of Estridge Development Company, Inc., an Indiana Corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 31st day of Jan January, 1990.

*Shawn J. Gordon*  
Notary Public  
SHAWN J. GORDON  
Printed



My Commission Expires:  
August 1993  
Residing in Madison County.

RECEIVED  
JAN 9 4 07 PM '90  
SHARON K. CHERRY  
RECORDER  
HAMILTON CO., IN

This instrument was prepared by James J. Nelson, NELSON & FRANKENBERGER, 3021 E. 98th Street, Suite #220, Indianapolis, Indiana 46280.

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**LAND DESCRIPTION**

I HEREBY CERTIFY THAT THE WITHIN PLAT IS A REPRESENTATION OF THE LANDS SURVEYED, SUBDIVIDED AND PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

Part of the Northeast Quarter and part of the Southeast Quarter of Section 3, Township 17 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Northeast Quarter Section; thence on an assumed bearing of South 89 degrees 55 minutes 21 seconds East along the South line of said Northeast Quarter section a distance of 1491.97 feet; thence North 00 degrees 12 minutes 28 seconds East a distance of 327.27 feet to the Beginning Point; thence continuing North 00 degrees 12 minutes 28 seconds East a distance of 879.43 feet; thence North 76 degrees 30 minutes 00 seconds West a distance of 202.34 feet; thence South 13 degrees 30 minutes 00 seconds West a distance of 28.23 feet; thence North 76 degrees 30 minutes 00 seconds West a distance of 113.73 feet; thence North 13 degrees 30 minutes 00 seconds East a distance of 98.13 feet; thence North 29 degrees 08 minutes 20 seconds West a distance of 59.63 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 293.98 feet; thence South 52 degrees 58 minutes 11 seconds West a distance of 158.78 feet; thence South 18 degrees 38 minutes 24 seconds West a distance of 55.68 feet; thence South 14 degrees 06 minutes 18 seconds East a distance of 68.66 feet to a curve having a radius of 396.26 feet, the radius point of which bears North 14 degrees 06 minutes 18 seconds West; thence Westerly along the arc of said curve a distance of 49.14 feet to a point which bears South 07 degrees 00 minutes 00 seconds East from said radius point; thence South 83 degrees 00 minutes 00 seconds West a distance of 86.99 feet to a curve having a radius of 325.00 feet, the radius point of which bears North 83 degrees 46 minutes 58 seconds East; thence Southerly along the arc of said curve a distance of 4.44 feet to a point which bears South 83 degrees 00 minutes 00 seconds West from said radius point; thence South 83 degrees 00 minutes 00 seconds West a distance of 50.00 feet; thence South 07 degrees 00 minutes 00 seconds East a distance of 166.56 feet; thence South 83 degrees 00 minutes 00 seconds West a distance of 218.78 feet; thence South 53 degrees 20 minutes 09 seconds West a distance of 79.52 feet; thence South 78 degrees 16 minutes 37 seconds West a distance of 124.80 feet; thence North 54 degrees 28 minutes 28 seconds West a distance of 118.51 feet; thence North 21 degrees 20 minutes 39 seconds West a distance of 77.26 feet; thence North 00 degrees 44 minutes 35 seconds East, parallel with the West line of said Northeast Quarter section, a distance of 87.78 feet; thence North 89 degrees 15 minutes 25 seconds West a distance of 50.00 feet to the said West line; thence South 00 degrees 44 minutes 35 seconds West along the said West line a distance of 807.33 feet; thence South 89 degrees 15 minutes 25 seconds East a distance of 543.91 feet; thence South 63 degrees 33 minutes 52 seconds East a distance of 41.75 feet; thence South 51 degrees 25 minutes 54 seconds East a distance of 90.00 feet; thence South 57 degrees 04 minutes 54 seconds East a distance of 94.41 feet; thence South 74 degrees 56 minutes 16 seconds East a distance of 135.64 feet; thence South 05 degrees 22 minutes 01 seconds West a distance of 80.62 feet; thence South 26 degrees 53 minutes 05 seconds East a distance of 65.34 feet; thence South 29 degrees 48 minutes 36 seconds East a distance of 129.78 feet; thence South 00 degrees 53 minutes 11 seconds East a distance of 90.64 feet; thence South 52 degrees 59 minutes 30 seconds East a distance of 209.15 feet; thence North 25 degrees 04 minutes 46 seconds East a distance of 206.23 feet; thence North 61 degrees 27 minutes 20 seconds East a distance of 11.87 feet; thence North 28 degrees 32 minutes 40 seconds West a distance of 129.35 feet; thence North 38 degrees 18 minutes 29 seconds West a distance of 160.71 feet; thence North 63 degrees 06 minutes 55 seconds East a distance of 38.16 feet to a curve having a radius of 485.00 feet, the radius point of which bears North 26 degrees 53 minutes 05 seconds West; thence Northeasterly along the arc of said curve a distance of 361.33 feet to a point which bears South 69 degrees 34 minutes 14 seconds East from said radius point; thence South 69 degrees 34 minutes 14 seconds East a distance of 177.90 feet to the Beginning Point, containing .33,346 acres, more or less.

This Instrument Recorded 10-8 1990  
Sharon K. Cherry, Recorder, Hamilton County, IN

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