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**PLAT COVENANTS AND RESTRICTIONS  
OF  
HOWE PLACE**

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## PLAT COVENANTS AND RESTRICTIONS

### HOWE PLACE

The undersigned, Howe Place, LLC, an Indiana Limited Liability Company (the "Developer"), is 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 Howe Place, which is filed of record simultaneously herewith in the Office of the Recorder of Hamilton 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 "Howe Place". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Howe Place, dated this 14<sup>th</sup> day of SEPTEMBER, 2004, and recorded on this 16<sup>th</sup> day of SEPTEMBER, 2004, as Instrument No. 2004000649164; 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 Howe Place Community 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 all 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. **COMMON AREAS.** There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Common Areas are created and reserved for the use of the Developer, during the Development Period, and the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, irrigation and other improvements. Except as installed by Developer or installed and maintained by the Association or with the approval 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 Common Areas and shall not be used for residential home construction.
3. **UTILITY AND DRAINAGE EASEMENTS.** There are areas of ground on the Plat marked "Utility Easements and Drainage 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" (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) the use of the Association and the Board of Public Works of the City of Noblesville 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, including any builder, 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 Board of Public Works and prior written approval of the Developer or the Association.

The Utility Easements are hereby created and reserved for the use of the Board of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal, replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility Easements and Drainage Easements 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 3. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation, decks, patios, pools, landscaping, fences or walkways, shall be erected or maintained upon said easements.

4. **RESIDENTIAL UNIT SIZE, LOCATION AND OTHER REQUIREMENTS.** All Residence Units constructed on a Lot shall comply with the Zoning standards attached hereto as Exhibit "B". For any discrepancy between the Plat Covenants and the Zoning Commitments, the zoning commitments shall supercede.
5. **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 in violation of any home occupation provisions of the applicable zoning ordinance. No building shall be erected, placed, or permitted to remain, on any Lot other than one attached duplex residence and permanently attached residential accessory buildings.
6. **ACCESSORY AND TEMPORARY BUILDINGS.** No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds, garages or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.
7. **TEMPORARY RESIDENCE.** No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement or garage may be used at any time as a residence, temporary or permanent; nor may any other structure of a temporary character be used as a residence.
8. **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.
9. **VEHICLE PARKING.** No camper, motor home, 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.
10. **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 Residential Unit for sale or rent, and except that Developer and its affiliates and designees may use larger signs during the sale and development of the Subdivision.
11. **MAILBOXES.** All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.
12. **GARBAGE AND REFUSE DISPOSAL.** Trash and refuse disposal will be provided by the City of Noblesville. All trash shall be kept inside each living unit or its garage except for the day trash is picked up by the City of Noblesville.

13. **STORAGE TANKS.** No gas, oil or other storage tanks shall be installed on any Lot.
14. **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.
15. **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. All sump pump discharges shall be connected to a subsurface drain, storm sewer or lake. 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.
16. **GARAGES/DRIVEWAYS.** Each driveway in the Subdivision shall be of concrete material.
17. **ANTENNA AND SATELLITE DISHES.** No outside antennas shall be permitted in the Subdivision. Outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that the (i) the 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 Lot, 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.
18. **AWNINGS.** With the exception of the model home, until which time the subdivision is sold out, no metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision.
19. **FENCING.** Except as installed by the developer no fence shall be erected on, or along, any Lot line, or on any Lot.
20. **SWIMMING POOLS, SPORTS COURT AND PLAY EQUIPMENT.** No above-ground or in-ground swimming pools shall be permitted in the Subdivision. No hard surfaced sports courts of any kind shall be permitted on any Lot. No outdoor play equipment shall be permitted in the Subdivision, except as installed by the developer.
21. **SOLAR PANELS.** No solar heat panels shall be permitted on roofs of any structures in the Subdivision.
22. **OUTSIDE LIGHTING.** Except as otherwise approved by the Developer, 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. All homes shall have uniform "dusk to dawn" front yard lights and/or coach lights attached to the house.
23. **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.
24. **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.

25. **AMENDMENT.** These covenants and restrictions may be amended at any time by a vote of no less than 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 the Subdivision 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 Hamilton 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 appropriate zoning authority.
26. **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, 2024, 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 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.
27. **SEVERABILITY.** Invalidity 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.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 14 day of September, 2004.

Howe Place, LLC, an Indiana  
Indiana Limited Liability Company

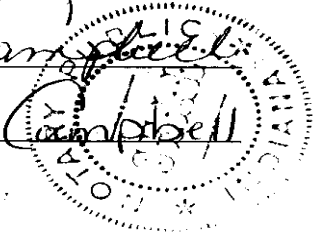
By: Christopher R. White  
Christopher R. White, Member

STATE OF INDIANA            )  
  )        SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for the State of Indiana, personally appeared Christopher R. White, as a member of Howe Place, LLC, an Indiana Limited Liability Company, and acknowledged the execution of this instrument as his voluntary act and deed as such officer, on behalf of such company, for the uses and purposes hereinabove set forth.

Witness my signature and Notary Seal this 24<sup>th</sup> day of August, 2004.

Sheree L. Campbell  
Notary Public  
Sheree L. Campbell  
Printed



My commission expires:  
7/4/09

I am a resident of  
Hamilton County, Indiana.

This instrument was prepared by Christopher R. White, 510 Fox Lane Carmel, IN 46032

## EXHIBIT "A"

## HOWE PLACE

A part of the West Half of the Northeast Quarter of Section 17, Township 18 North, Range 5 East, Noblesville Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Half Quarter Section; thence South 00 degrees 17 minutes 00 seconds East (assumed bearing) along the East line of said Half Quarter Section 754.52 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 17 minutes 00 seconds East along said East line 294.70 feet to the Northeast corner of the real estate described in Instrument No. 9301078 in the Office of the Recorder, Hamilton County, Indiana; thence South 89 degrees 55 minutes 14 seconds West along the North line of said real estate 676.65 feet to the Northwest corner of said real estate; thence South 00 degrees 17 minutes 00 seconds East along the West line of the said real estate and the extension thereof 150.22 feet to the South line of the real estate described in Deed Record 170, Page 240 in said Recorder's Office; thence South 89 degrees 57 minutes 09 seconds West along said South line 637.49 feet to the Southwest corner of said real estate and the West line of said Half Quarter Section; thence North 00 degrees 29 minutes 16 seconds West along said West line 1,190.50 feet to the Northwest corner of said Half Quarter Section; thence North 89 degrees 32 minutes 47 seconds East along the North line of said Half Quarter Section 368.54 feet to the Northwest corner of the real estate described in Deed Record 260, Page 510 in said Recorder's Office; thence South 00 degrees 27 minutes 13 seconds East along the West line of said real estate 580.97 feet to the Southwest corner of said real estate; thence North 89 degrees 32 minutes 47 seconds East along the South line of said real estate 692.00 feet to the Southeast corner of said real estate; thence South 00 degrees 17 minutes 00 seconds East parallel to the East line of said Half Quarter Section 173.54 feet; thence North 89 degrees 32 minutes 47 seconds East parallel with the North line of said Half Quarter Section 256.12 feet to the place of beginning, containing 20.101 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

S:\455508\LEGAL\PLAT  
August 23, 2004  
BCW (R) KCS (F)

## EXHIBIT B ZONING STANDARDS

### Howe Place Architectural Standards February 21, 2003

**For definitions of certain terms, see Section 2  
above of this PUD Ordinance**

1. All Ranch Duplex Buildings shall be constructed per the attached Ranch Duplex Building "A" elevations and Ranch Duplex Building "B" elevations. The minimum liveable square footage for each of the two (2) single family residences within each Ranch Duplex Building shall be 1100 square feet.
2. All Two Story Duplex Buildings are to be constructed per the attached Two Story Duplex Building "A" elevations, Two-Story Duplex Building "B" elevations, Two-Story Duplex Building "C" elevations and Two-Story Duplex Building "D" elevations. The minimum liveable square footage for each of the two (2) single family residences within each Two Story Duplex Building shall be 1400 square feet.
3. All Corner Duplex Buildings must be built per (i) the attached Ranch Duplex Building elevation "A" or (ii) the attached Two Story Duplex Building elevation "A" or "C".
4. All Duplex Buildings shall have a 12 inch overhang as shown on the attached Duplex Building elevations.
5. No rear facades of any Duplex Buildings shall be permitted to front on Howe Road.
6. Mini barns and outbuildings which are detached from a Duplex Building shall be prohibited.
7. Decorative street lights, as approved by the Department of Planning and Development of the City Of Noblesville, shall be installed as required by the City of Noblesville.
8. Uniform mailboxes, style and locations as approved by the postmaster, shall be installed.
9. No fencing shall be installed on any lot without the prior review and approval of the architectural control committee of the homeowners association. Any fencing which is installed shall be white vinyl of either rail or picket design.
10. At least one dusk to dawn coach light must be installed on each garage.

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11. Sidewalks shall be provided on both sides of all internal streets in accordance with the Noblesville Unified Development Code.
12. The minimum roof pitch on the primary roof (front to back) of each Duplex Building shall be a minimum of six (6) vertical to twelve (12) horizontal.
13. The same or different brick may be used on all Duplex Buildings.
14. Each Duplex Building shall be either Color Combination I, Color Combination II, or Color Combination III. Duplex Buildings which have both identical Color Combinations and Building Type shall not be located adjacent to, or directly across from each other. For purposes of this determination, (i) any particular Duplex Building shall have only one Duplex Building directly across from it and (ii) any two (2) Duplex Buildings which are directly across from each other shall be the two (2) Duplex Buildings which, if not separated by a street, would have the greatest area of overlapping front elevations.
15. Two Story Duplex Buildings and Ranch Duplex Buildings on the same side of a street shall be mixed so that (i) no more than two (2) Ranch Duplex Buildings shall be next to each other, side by side; provided, however, that there may be multiple groupings of two (2) Ranch Duplex Buildings next to each other, side by side, so long as a Two Story Duplex Building separates each such grouping of two (2) Ranch Duplex Buildings.
16. Each of the two (2) single family residences within a Duplex Building shall have a one (1) car attached garage. Each garage shall have its own individual garage door and each garage door shall have a window.
17. The area of each garage door shall not exceed 33% of the area of the front façade elevation of the single family residence to which it corresponds within the Duplex Building.
18. Uniform address plates/or address blocks shall be used on each of the two (2) single family residences within each Duplex Building and shall be placed in the same location on each garage.
19. If Model Duplex Buildings are constructed, they shall be constructed on what are identified in the Preliminary Plan as (i) Lot 1A and Lot 1B, and (ii) Lot 2A and Lot 2B.

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**Howe Place  
Development Standards**

**For definitions of certain terms, see Section 2  
above of this PUD Ordinance**

1.	Maximum Number of Duplex Buildings	50
2.	Maximum Number of units (two units per Duplex Building) 100	
3.	Gross Land Area	20.1 acres
4.	Lake Areas (wet areas)	1.95 acres
	A.) Lake Number 1 = 0.50 acres	
	B.) Lake Number 2 = 1.45 acres	
5.	Howe Road Right of Way (60 ft. half r/w)	0.41 acres
6.	Net Area: 20.1 ac. – 1.95 ac. – 0.41 ac. =	17.74 acres
7.	Gross Density: 100 units/20.1 acres	4.97 u/acre
8.	Net Density: 100 units/17.74 acres	5.64 u/acre
9.	Common Areas:	
	A. Common area useable without lakes	3.91 acres
	B. Common area useable with lakes	5.86 acre
10.	Common Area Ratio:	
	without lakes 3.91/20.1	19.45%
	with lakes 5.86/20.1	29.15%
11.	Minimum Lot Size Per Duplex Building:	
	A. 65 ft. Lot width measured at Duplex Building setbacks	
	B. Minimum Lot size per Duplex Building (65 x 110 )	7150 sq. ft
12.	Minimum Duplex Building Setbacks:	
	A. Front yard for Ranch Duplex Buildings	20 ft.
	B. Front yard for Two Story Duplex Buildings	25 ft.

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- C. Side yards: 5 ft. per Duplex Building  
with 10 ft. between Duplex Buildings
- D. Rear yards for each Duplex Building 20 ft.
13. Perimeter Buffers and Entrances:
- A. Perimeter buffering of the site shall be provided by 25 ft. Minimum common area/open greenspace. Spruce trees shall be planted within the perimeter buffer area at 40 ft. on center as shown on the development plan.
- B. Howe Road entry: the perimeter area of Howe Place adjacent to Howe Road shall receive the following treatments:
- i. 160 ft. of greenspace measured from the new 60 ft. half right of way.
  - ii. 8 spruce trees @ 40 ft. on center shall be planted within the 50 ft. buffer area measured from the new 60 ft. half right of way.
  - iii. Entry monumentation identifying "Howe Place of Noblesville".
  - iv. Street trees planted @ 40 ft. on center shall be planted between the curb and sidewalk on the north and south side of the entry road and all other streets internal to Howe Place.
  - v. 3 rail white vinyl fencing shall be placed along the Howe Road frontage and such fencing shall be installed on both sides of the entry road to Lots Number 1A and 13 on the south side and Lots Number 50A and 50B on the north side.
14. Maximum Duplex Building height: 40 ft.
15. Maximum permitted Duplex Building floor area ratio: 0.6
16. Common area/Open space: all lake areas shall have 6 ft. asphalt walking paths as shown on the development plan to provide for "active open areas". What is identified on the Preliminary Plan as Pond Number 2 shall also have picnic tables placed so that residents may use this area as additional "active open areas".
17. Playground area as shown shall have playground equipment which shall be appropriate for toddlers and small children.

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18. **Street trees and Duplex Building landscaping:**
- A. **Street trees (2 ½ inch caliper) shall be provided between the curb and sidewalk in accordance with the City of Noblesville Street Tree ordinance. Two street trees shall be provided for each Duplex Building (one for each of the two (2) single family residences within each Duplex Building) along the street frontage of the front yard.**
  - B. **All Corner Duplex Buildings shall satisfy the requirement for two street trees as stated in "A" above. In addition, all Corner Duplex Buildings shall have two additional street trees (one for each of the two (2) single family residences within each Duplex Building), of 2 ½ inch caliper, planted between the curb and sidewalk along the street frontage of the side yard.**
  - C. **Each Duplex Building shall have the following landscape requirements for the front yard:**
    - i. **Two, 2 ½ inch caliper shade trees (one for each of the two (2) single family residences within each Duplex Building) shall be installed within each Duplex Building front yard.**
    - ii. **20 shrubs with a minimum height of 24 inches (10 for each of the two (2) single family residences within each Duplex Building) shall be installed within each Duplex Building front yard.**
  - D. **Corner Duplex Buildings shall have the same front yard landscaping requirements as set forth in "C" above. In addition to the front yard landscaping requirements, each Corner Duplex Building shall have two (2) additional, 2 ½ inch caliper shade trees and ten (10) additional, 24 inch high shrubs installed along the street frontage of the side yard.**
19. **All streets are to be dedicated as public streets and are to be constructed to the design standards of the City of Noblesville.**
20. **8 ft. wide asphalt walking paths shall be installed along Howe Road.**
21. **Each Duplex Building Lot may be subdivided into two Lots to allow for separate ownership of each single family residence within a Duplex Building.**
22. **The Declaration of Covenants, Conditions and Restrictions (the "Declaration") to be recorded for Howe Place by the developer shall include the following provision, which by the terms of the declaration, cannot be changed by amendment:**

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**“Upon turnover of the affairs of the association by the Declarant to the members, the association shall continuously employ a professional manager or management company, possessing experience and expertise in the management of homeowners associations, to assist the board of directors in the management and administration of the association.”**

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