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Title Insurance Company*

Not Just for One Transaction, But for Life

First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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8745598

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 22nd day of October, 1987 by THE C.P. MORGAN CO., INC., an Indiana corporation, its successors or assigns (hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the Owner of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands have been or will be subdivided for development of single family housing (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer of a particular lot or tract within the Development as shown on Exhibit "A," to exclude any real estate so shown from the Development, or to include additional real estate.

1. Definitions. The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Development Control Committee composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed, or at such earlier time as Developer may turn over its responsibilities, at which time the homeowners shall form an association comprised of the Owners who shall select from its membership not less than three (3) members to serve as this committee for the enforcement of these covenants, conditions and restrictions.

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

C. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

This Instrument Recorded 10-23-1987
Sharon K. Cherry, Recorder, Hamilton County, Ind.

D. "The Committee" shall be created and its membership shall consist of the persons appointed by the Developer or lot owners who pay mandatory assessments annually for liability insurance and maintenance costs for the lake and other Common Areas.

E. "Common Area" shall mean those areas set aside for pedestrian walkways (if any), lake and recreation area, theme structures at street entrances, lights and street landscaping.

F. "Limited Common Area" appears upon the platted lots of the subdivision designated by block letter showing the quantity of acreage contained therein and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop shall further have a rounded landscape island therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public right-of-way. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lots owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

G. "Association" shall mean the The Pines Homeowners Association, Inc., an Indiana not-for-profit corporation, formed or to be formed comprised of Owners of Lots within the plats of the subdivision known as The Pines whose powers, duties and general conduct of affairs of the Association shall be more particularly set out in its Articles of Incorporation and Bylaws.

2. Power of Committee.

A. In General. No dwelling, building structure, fencing or improvement of any type or kind (excluding landscaping) shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated, and that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. Provided, however, approval will not be required for rear fences not exceeding four (4) feet in height and playground facilities or similar items.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions.

(2) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures, including trim, siding, roof and brick color;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any part of other Owners.

3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit from the Permits Section of the Department of Metropolitan Development.

4. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

6. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with a single dwelling.

7. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer and the Association or, the Code Enforcement Division of the Department of Metropolitan Development may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Costs and Attorney's Fees. In the event the Committee or the Association is required to retain attorneys or engage in civil proceedings in order to enforce the terms and provisions of this Declaration, the Committee or Association shall be entitled to recover its costs, including reasonable attorneys' fees, and all such costs shall constitute a lien upon the Lot or Lots involved in the same manner as the assessments for common areas provided for herein.

8. Effect of Becoming an Owner and Lien of Assessment.

A. The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owner covenants and agrees and consents to and with Developer and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements. Each owner by acceptance of a deed shall automatically become a member of the Association and subject to the mandatory lien of assessment for maintenance of the Common Area.

B. Developer shall initially pay the costs of liability insurance and maintenance costs for any lake(s), and other common area maintenance and weed control. Upon completion of development or turn over of control of the Association to the homeowners, the homeowners shall elect from among its membership not less than three (3) nor more than five (5) homeowners or other persons who shall act as its board of managers or board of directors and Development Control Committee, and Developer shall convey any lakes and other common areas to the Association. The Association shall fix annual assessments for the above-described costs and any necessary reserves and expenses which shall be equal as to each lot in the Development. The Association may also contract for snow removal from streets within the Development. Payment of such assessments shall be mandatory as to each homeowner, shall constitute a continuing lien upon the property of that homeowner, subordinated only to the lien of a first mortgage, and shall be collected in the same manner and be subject to the same terms and conditions as the assessments described in paragraph 1.F hereof.

9. Common Area Use. The Common Area designated on the various plats of The Pines are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and the installation and replacement of foliage, landscaping, screening materials, lakes and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements. Except as installed and maintained by Developer or the Association, no permanent structure or improvement shall be erected or maintained in or upon said Common Area.

10. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2007, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Notwithstanding the foregoing, changes or amendments in these covenants, conditions and restrictions may be made at any time hereafter by vote of those persons (including Developer) who are then the Owners of a majority of the numbered lots in the Development. Any such change shall not be effective until recorded in the Office of the Recorder of Hamilton County, Indiana. No change affecting the rights or obligations of Developer hereunder shall be effective without the written consent of Developer.

11. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the

validity, enforceability or "running" quality of any other one of the Restrictions.

23 IN TESTIMONY WHEREOF, Witness the signature of Declarant this day of Oct, 1987.

THE C.P. MORGAN CO., INC.,

By: Charles P. Morgan
Charles P. Morgan, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for such County and State, personally appeared William B. Blake, Secretary of The C.P. Morgan Co., Inc., who, having been duly sworn, acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 23rd day of October, 1987.



Leigh B. Miller
(Leigh B. Miller) Notary Public

My Commission Expires:
3/21/88

My County of Residence is:
Marion

This Instrument was prepared by Brian J. Tuohy, Attorney at Law.

LEGAL DESCRIPTION

"THE PINES"

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF SOUTH 89°32'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 91.20 FEET; THENCE NORTH 00°13'25" WEST A DISTANCE OF 971.93 FEET TO THE SOUTH LINE OF THE 6.20 ACRE TRACT DESCRIBED IN A DEED TO THE TRUSTEES OF THE TRINITY WESLEYN CHURCH OF INDIANAPOLIS (DEED RECORD 302, PAGE 439, OFFICE OF THE HAMILTON COUNTY RECORDER); THENCE NORTH 89°29'31" EAST ALONG SAID SOUTH LINE A DISTANCE OF 395.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°29'31" EAST ALONG SAID SOUTH LINE 55.23 FEET TO THE SOUTHEAST CORNER OF SAID CHURCH TRACT; THENCE NORTH 00°05'37" WEST ALONG THE EAST LINE OF SAID CHURCH TRACT A DISTANCE OF 353.00 FEET TO THE NORTHEAST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION; THENCE NORTH 89°29'31" EAST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 984.65 FEET TO THE NORTHEAST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 00°12'59" EAST ALONG THE EAST LINE OF SAID QUARTER-QUARTER A DISTANCE OF 907.32 FEET TO THE NORTHEAST CORNER OF THE 2.0 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ATLEE AND MARY MATHEWS (DEED RECORD 169, PAGE 308); THENCE SOUTH 89°29'40" WEST ALONG THE NORTH LINE OF SAID MATHEWS TRACT A DISTANCE OF 207.39 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°06'02" WEST ALONG THE WEST LINE OF SAID MATHEWS TRACT A DISTANCE OF 83.77 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO WILLIAM PATTISON (DEED RECORD 237, PAGE 63); THENCE NORTH 89°58'17" WEST ALONG THE NORTH LINE OF SAID PATTISON TRACT A DISTANCE OF 141.60 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°36'05" EAST ALONG THE WEST LINE OF SAID PATTISON TRACT A DISTANCE OF 335.30 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 89°29'40" WEST ALONG SAID SOUTH LINE A DISTANCE OF 440.28 FEET; THENCE NORTH 00°05'37" WEST A DISTANCE OF 765.00 FEET; THENCE SOUTH 89°29'40" WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 00°05'37" EAST, 2.98 FEET; THENCE SOUTH 89°46'35" WEST, 55.06 FEET; THENCE NORTH 00°13'25" WEST, 80.00 FEET; THENCE NORTH 00°05'37" WEST, 129.74 FEET TO THE POINT OF BEGINNING CONTAINING 23.669 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

This Instrument Recorded 10-23 1987
Sharon K. Cherry Recorder, Hamilton County Ind

EXHIBIT "A"

87 43598

RECEIVED
FOR RECORD
OCT 23 2 56 PM '87
SHARON K. CHERRY
RECORDER
HAMILTON CO., IN

Engineers Correction

August 15, 1989

8917404

STATE OF INDIANA }
COUNTY OF MARION } SS:

Larry A. Manning being duly sworn upon his oath, deposes and says:

That he is a Registered Land Surveyor in the State of Indiana, Registered No. S0294 and that scrivener's errors occurred in the Original Plat of The Pines Section III Hamilton County, Indiana, the plat of which is recorded as Instrument No. 8746337, Plat Book 14, Pages 139-140 in the records of the Recorder of Hamilton County, Indiana, and the corrections described on the attached sheet should be changed as indicated.

FURTHER AFFIANT SAYETH NOT:

RECEIVED
FEB 20 1989
Aug 15 2 27 PM '89
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

Larry A. Manning

Larry A. Manning, L.S.



Subscribed and sworn to before me this 15TH day of AUGUST, 1989.

This Instrument Recorded 8-15 1989
Sharon K. Cherry, Recorder, Hamilton County, IN

Linda C. Terwilliger

Linda C. Terwilliger
NOTARY PUBLIC
STATE OF INDIANA

My Commission Expires May 27, 1993
My County of Residence is Marion

This Instrument prepared by Larry A. Manning, Registered Land Surveyor, Indianapolis, Indiana.

AS RECORDED

A PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 4 EAST, IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°29'40" EAST ALONG THE SOUTH LINE OF SAID QUARTER, 891.68 FEET; THENCE NORTH 00°05'37" WEST, 412.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'37" WEST, 402.66 FEET; THENCE NORTH 89°54'23" WEST, 116.29 FEET TO A NON-TANGENT CURVE WITH A CENTRAL ANGLE OF 03°04'08" AND WHOSE RADIUS BEARS SOUTH 69°40'57" WEST, 125.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 6.70 FEET; THENCE NORTH 07°43'32" EAST, 168.61 FEET; THENCE NORTH 00°05'37" WEST, 47.14 FEET; THENCE NORTH 75°24'51" EAST, 269.94 FEET; THENCE SOUTH 00°12'59" EAST, 567.77 FEET; THENCE SOUTH 89°29'40" WEST, 207.39 FEET; THENCE SOUTH 00°06'02" WEST, 83.77 FEET; THENCE NORTH 89°58'17" WEST, 141.60 FEET; THENCE SOUTH 89°54'23" WEST, 84.08 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A CENTRAL ANGLE OF 09°24'53" AND WHOSE RADIUS BEARS SOUTH 67°16'50" EAST, 200.00 FEET; THENCE NORTH-EASTERLY ALONG SAID CURVE 32.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH 32°08'14" EAST, 24.55 FEET; THENCE NORTH 57°51'46" WEST, 50.00 FEET; THENCE SOUTH 89°54'23" WEST, 89.19 FEET TO THE POINT OF BEGINNING, CONTAINING 6.26 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

This instrument was recorded 8-15 1989
Sharon K. Cherry, Recorder, Hamilton County, IN

AS CORRECTED

A PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 4 EAST, IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°29'40" EAST ALONG THE SOUTH LINE OF SAID QUARTER, 891.68 FEET; THENCE NORTH 00°05'37" WEST, 412.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'37" WEST, 402.66 FEET; THENCE NORTH 89°54'23" ~~WEST~~ ^{EAST}, 116.29 FEET TO A NON-TANGENT CURVE WITH A CENTRAL ANGLE OF 03°04'08" AND WHOSE RADIUS BEARS SOUTH 69°40'57" WEST, 125.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 6.70 FEET; THENCE NORTH 07°43'32" EAST, 168.61 FEET; THENCE NORTH 00°05'37" WEST, 47.14 FEET; THENCE NORTH 75°24'51" EAST, 269.94 FEET; THENCE SOUTH 00°12'59" EAST, 567.77 FEET; THENCE SOUTH 89°29'40" WEST, 207.39 FEET; THENCE SOUTH 00°06'02" WEST, 83.77 FEET; THENCE NORTH 89°58'17" WEST, 141.60 FEET; THENCE SOUTH 89°54'23" WEST, 84.08 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A CENTRAL ANGLE OF 09°24'53" AND WHOSE RADIUS BEARS SOUTH 67°16'50" EAST, 200.00 FEET; THENCE NORTH-EASTERLY ALONG SAID CURVE 32.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH 32°08'14" EAST, 24.55 FEET; THENCE NORTH 57°51'46" WEST, 50.00 FEET; THENCE SOUTH 89°54'23" WEST, 89.19 FEET TO THE POINT OF BEGINNING, CONTAINING 6.26 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

8917404