

CREEK SECTION

COVENANTS

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to be subdivided or resubdivided into additional residential lots greater than those shown hereon:

1. Except professional signs or "FOR SALE" signs, no signs shall be erected or placed on any lot in this subdivision, except household pets, animals or poultry, except household pets, animals. However, this restriction shall not apply to signs erected or placed on the premises of the Homeowners Association in accordance with its bylaws.

2. No building, other than a garage, shall be erected on any lot in this subdivision, except a garage, which shall be used as a residence, temporarily or permanently, or shall any building of a temporary nature be erected on any lot. No overnight camping shall be permitted on any lot within the subdivision.

3. No trees or shrub planting which are of a height greater than two (2) and six (6) feet shall be planted or permitted to be planted on any lot within the subdivision, except as provided in the plat. No trees or shrub planting shall be permitted to be planted on any lot within the subdivision, except as provided in the plat. No trees or shrub planting shall be permitted to be planted on any lot within the subdivision, except as provided in the plat.

4. No fence shall be erected nearer the front lot line than the rear lot line of the principal residence. No fence shall be erected nearer the front lot line than the rear lot line of the principal residence. No fence shall be erected nearer the front lot line than the rear lot line of the principal residence.

5. No offensive trade shall be carried on in this subdivision nor shall anything be done which shall be or become a nuisance to the adjacent property.

6. No restrictions shall be in accordance with the provisions of any covenants, restrictions or other instruments created by the Declarant or any other person.

7. No unfinished liveable area (exclusive of garages) shall be included in a single story house. No unfinished liveable area (exclusive of garages) shall be included in a single story house.

8. No driveway shall be provided with hard-surfaced pavement which shall be installed concurrently with the original construction of the house. No driveway shall be provided with hard-surfaced pavement which shall be installed concurrently with the original construction of the house.

9. Any driveway, when created and established as a part of the "Valley Creek" Architectural Subdivision, shall be referred to as the "Valley Creek" Architectural Subdivision. Any driveway, when created and established as a part of the "Valley Creek" Architectural Subdivision, shall be referred to as the "Valley Creek" Architectural Subdivision.

10. Architectural Committee shall consist of three (3) persons, all of whom must be owners of lots in this subdivision, to be elected annually (in the month following such application date for the balance of the then current calendar year, and in December of each year thereafter for the next succeeding calendar year) by the owners of lots in this subdivision at a meeting called for such purpose by the Architectural Committee or by the owner of any lot. At such meeting the owners of each lot shall be entitled to one (1) vote for each lot owned for each member of the Architectural Committee to be elected, and the three (3) persons receiving the greatest number of votes from among those owners present in person or by proxy and voting shall be deemed elected. Cumulative voting shall not be allowed. Members of the Architectural Committee shall serve for the term for which they were elected, and until their successors are duly elected. In the event of the death, disability or resignation of any member of the Architectural Committee (and any member thereof shall be conclusively presumed to have resigned if he no longer owns any lot in this subdivision), the remaining member or members shall select the successor or successors to fill the vacancy or vacancies created, until the next election. A majority of the members of the Architectural Committee shall constitute a quorum for any approval or disapproval, or the taking of any other action, and the decision of a majority of such members shall control without exception and be final, conclusive and binding.

11. No construction shall be commenced, nor any building, structure or other improvements (including, without limitation, fences, walls, basketball goals, driveways and walkways) be erected, removed, placed or altered (including changes in exterior materials, color or appearance), on any lot in this subdivision until the building plans (including the landscaping plans), specifications (including colors and proposed materials) and plot plans showing the location thereof and of all improvements proposed, including driveway size and location and drainage, have been submitted in writing to and approved in writing by the Architectural Committee as to the compatibility of the exterior design, appearance and location of the same with existing structures in this subdivision and as to the conformity of the same with the intent of the covenants and restrictions set forth in this plat. However, that mini-barns, storage sheds, and such other detached structures shall not be permitted to exist on any lot within this subdivision, except as may be constructed by Declarant or as otherwise existing as of the date hereof. If the Architectural Committee fails to set upon any plans properly submitted to it for its consideration within a period of fourteen (14) days after the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Architectural Committee nor any of its members shall be entitled to any compensation for the consideration of any plans submitted to it or for any approval given by it hereunder. Neither the Architectural Committee, nor any member thereof, nor any agent thereof, nor the Declarant 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. Further, the Architectural Committee does not make, and shall not be deemed to make, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used as reflected on any plans, specifications or other materials submitted to it. The Architectural Committee shall have the right, in its consideration of any plans submitted to it and in giving any approval hereunder, to make exceptions to or waive or vary any of the restrictions contained herein if, in its discretion, it determines that such exceptions, waivers and variances will not substantially detract from the compatibility of the construction as so approved with existing structures in this subdivision, provided, however, that no such exception, waiver or variance shall be made as to restrictions set forth herein which are also required by governmental law, ordinance, rule or regulation, or approvals of the Architectural Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters or permits for such matter required to be obtained from any other persons or government entities pursuant to the terms of this plat, any zoning ordinance or building code, or otherwise.

12. No heat pumps, air-conditioning units, gas meters or other outlying structures or appurtenances shall be installed in front of the front line of the principal residence erected on any lot. Every effort shall be made to locate such items at least 15 feet back from the front line of such principal residence. Architectural or landscaped screens shall be constructed or provided to shield the aforementioned items from view from the street and from adjacent properties.

13. No roof shall be installed having a roof pitch of less than 5/12 unless a lesser pitch is specifically approved by the Architectural Committee.

14. Any storm doors or storm windows installed on or used in connection with any building on any lot and not initially installed by Declarant or a builder concurrently with the original construction, must be approved by the Architectural Committee. All garage doors within the subdivision shall be of a paneled design and are subject to approval by the Architectural Committee.

15. All exterior flues shall be enclosed in wood, brick or masonry. All plumbing vent stacks shall be located to the rear of the house. No sump pump lines, water cooler lines or other drains shall empty into any street.

16. Each residence shall be provided with a mailbox to be furnished and installed by the Declarant concurrently with the original construction of the principal residence on such lot, and prior to the date of initial occupancy of such residence. All mailboxes shall be of the same design, in accordance with a standard mailbox design approved by the Architectural Committee. Unless specifically approved in writing by the Architectural Committee, no names, designs or other ornamentation shall be placed on any mailbox or their supporting posts or structures other than street address numbers.

17. The owner of each lot shall at all times be required to maintain his lot and the exterior integrity and appearance of all structures and improvements on his lot in such a manner as to prevent deterioration, and to improve and maintain, from becoming unsightly and, specifically, such owner shall repair and repave any surface of any driveway or parking or peeling away from the improvement, or structure, or repair or replace any such improvement or structure if damaged (i.e. dents in metal garage doors).

18. The placement on any lot of swimming pools, hot tubs or like facilities and related equipment must be approved in writing by the Architectural Committee. No above-ground swimming pools shall be allowed or permitted. Any structure used to house swimming pool or similar equipment shall be subject to the approval of the Architectural Committee. Such structures shall not be used, in part, as necessary to house such equipment.

19. No exposed television, radio or other antennas (including, without limitation, satellite receiving dishes) (except as permitted as provided herein) shall be allowed or permitted on the exterior of any building, or on any lot; provided, however, satellite receiving dishes having a diameter of three (3) feet or less shall be permitted, subject to the approval of the Architectural Committee as provided in Section 15 hereof.

20. No parking of any vehicles, other than in a garage, will be permitted on any lot other than in the driveway of the respective lot. Such parking shall only be available for operable, duly registered and licensed automobiles for which there is not available room in an owner's garage. No other vehicles (including, without limitation, automobiles, vans, trailers, campers, motorcycles, motor homes, boats and trailers) shall be placed, parked or stored on a lot at any time outside of the garage on such lot without the approval of the Architectural Committee, which may be withheld for any reason. No on-street parking shall be permitted for more than twenty-four (24) consecutive hours for any vehicles.

21. No clothes, sheets, blankets, laundry of any kind, or other article shall be placed, located or hung out on a lot so as to be visible from outside such lot.

22. No farm animals, fowl, or domestic animals, other than household pets, shall be permitted to be kept within this subdivision. All household pets otherwise permitted hereunder shall be kept on a leash when not within the confines of the lot of the owner of such pet. Owners shall be required to control their pets so that they are not and do not become a nuisance to the neighborhood, including, without limitation, noise produced by such pets. Owners are not to allow their pets to relieve themselves other than on the lot owned by the owners of such pets.

23. The within covenants, limitations and restrictions may be amended at any time, and from time to time, by the approval of each amendment by the owners of at least two-thirds of the lots in this subdivision; provided, however, that any such amendment hereto during the Development Period shall require prior written approval of Declarant.

24. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to enjoin or remove in violation thereof is hereby dedicated and reserved to each of the owners of the several lots in this subdivision, their heirs and assigns. Declarant, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner, owners or party by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2012, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants, limitations and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. In accordance with the provisions of the plat, the Declarant shall be deemed to have accepted the terms of the covenants, restrictions and other instruments created by the Declarant or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of June, 2012.

STATE OF INDIANA
COUNTY OF []

Before me personally appeared Sunrise Real Estate, acknowledged that he is the owner of the above described premises and that he is the owner of the above described premises and that he is the owner of the above described premises.

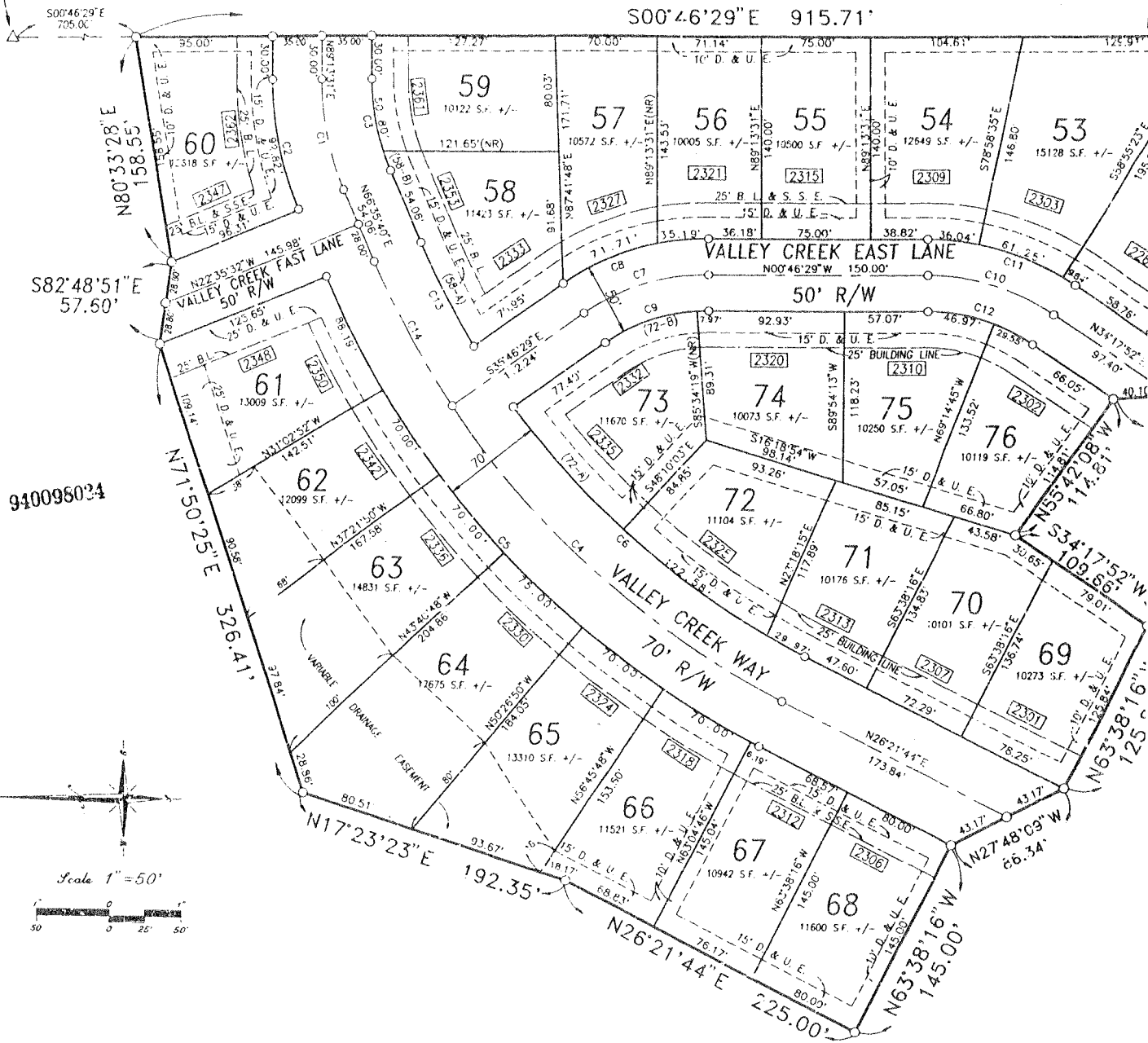
Witness my hand and seal this 20th day of June, 2012.

My commission expires on 12/31/12
Attorney

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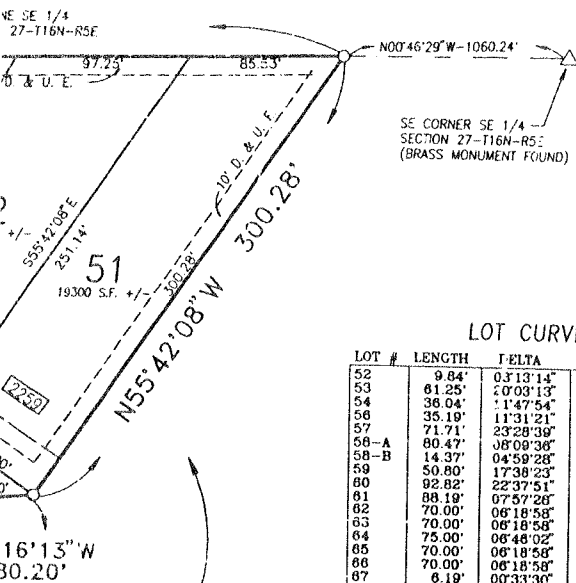
VALLEY CREEK RECOI

NE CORNER SE 1/4 SECTION 27-116-R5E (HARRISON MONUMENT FOUND)



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SECTION TWO D PLAT



SE CORNER SE 1/4 -
SECTION 27-T16N-R5E
(BRASS MONUMENT FOUND)

LOT CURVE DATA

LOT #	LENGTH	DELTA	RADIUS	TANGENT	CHORD
52	9.84'	0°13'14"	175.00'	4.92'	9.84'
53	81.25'	2°03'13"	175.00'	30.94'	80.94'
54	38.04'	1°47'54"	175.00'	18.08'	35.97'
56	35.19'	1°13'21"	175.00'	17.88'	35.13'
57	71.71'	2°32'30"	175.00'	36.38'	71.21'
58-A	80.47'	0°09'38"	585.00'	40.30'	80.40'
58-B	14.37'	0°45'28"	185.00'	7.19'	14.37'
59	50.80'	1°38'23"	195.00'	25.80'	50.80'
60	92.82'	2°37'51"	235.00'	47.02'	92.22'
61	88.19'	0°18'58"	835.00'	44.17'	88.12'
62	70.00'	0°7'28"	835.00'	35.04'	69.98'
63	70.00'	0°18'58"	835.00'	35.04'	69.98'
64	75.00'	0°48'02"	835.00'	37.54'	74.98'
65	70.00'	0°18'58"	835.00'	35.04'	69.98'
66	70.00'	0°18'58"	835.00'	35.04'	69.98'
67	8.19'	0°33'36"	635.00'	3.09'	8.19'
71	29.97'	0°30'22"	585.00'	14.99'	29.97'
72	122.58'	12°25'51"	585.00'	61.53'	122.34'
73-A	113.69'	1°13'40"	585.00'	57.03'	113.48'
73-B	68.39'	31°20'48"	125.00'	35.07'	67.54'
74	7.97'	0°33'12"	125.00'	3.99'	7.97'
75	48.97'	21°31'44"	125.00'	22.76'	48.69'
76	29.55'	13°32'36"	125.00'	14.84'	29.48'

STREET CURVE DATA

CURVE	LENGTH	DELTA	RADIUS	TANGENT	CHORD
C1	79.00'	22°37'51"	200.00'	40.02'	78.48'
C2	92.82'	22°37'51"	235.00'	47.02'	92.22'
C3	65.17'	22°37'51"	185.00'	33.02'	64.75'
C4	308.25'	2°28'09"	800.00'	157.81'	304.87'
C5	449.38'	4°32'50"	835.00'	234.56'	440.08'
C6	286.23'	2°58'53"	585.00'	135.83'	283.77'
C7	91.83'	35°00'00"	150.00'	47.29'	90.21'
C8	108.90'	35°00'00"	175.00'	55.18'	105.25'
C9	78.36'	35°00'00"	125.00'	39.41'	75.18'
C10	91.82'	35°04'20"	150.00'	47.40'	90.39'
C11	107.12'	35°04'21"	175.00'	55.30'	105.46'
C12	76.52'	35°04'21"	125.00'	39.50'	75.33'
C13	80.47'	0°09'38"	585.00'	40.30'	80.40'
C14	113.08'	10°47'47"	600.00'	58.70'	112.89'

VALLEY CREEK - SECTION ONE
 INSTRUMENT NO. 930025313

NOTE: 4" X 4" PRECAST CONCRETE MONUMENT WITH A CUT "CROSS" ON TOP, TO BE SET VERTICALLY AND FLUSH WITH FINISH GRADE AT ALL BOUNDARY CORNERS (WHERE PHYSICALLY POSSIBLE) WITHIN SIXTY (60) DAYS AFTER THE RECORDING OF THIS PLAT.

NOTE: 5/8" REBAR (OR COPPER WELD IF WITHIN PAVEMENT) TO BE SET AT ALL LOT CORNERS AND STREET CONTROL POINTS WITHIN SIXTY (60) DAYS AFTER THE COMPLETION OF STREET CONSTRUCTION.

NR - DENOTES NON-RADIAL LINE
 □ - DENOTES TYPICAL STREET ADDRESS

I, the undersigned Registered Land Surveyor, do hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that I have conducted a survey under my direct supervision and to the best of my professional knowledge, information and belief this plat is an accurate representation of that survey and that all monuments shown thereon actually exist, and that all other requirements specified herein, done by me, have been met, and that the real estate is described as follows.

A part of the East 1/2 of the Southeast 1/4 of Section 27, Township 16 North, Range 5 East in Warren Township, Marion County, Indiana, said part being more particularly described as follows:

COMMENCING at a brass monument marking the Southeast corner of said 1/2 1/4 Section; thence North 00 degrees 46 minutes 29 seconds West (assumed bearing) along the East line of said 1/2 1/4 Section a distance of 1060.24 feet to a 5/8 inch capped rebar marking the Northeast corner of Valley Creek, Section One, as per plat thereof recorded as Instrument No. 93-0025313 in the Office of the Recorder of Marion County, Indiana, and said point being the POINT OF BEGINNING of this description (the next seven (7) calls are along the boundary of said Valley Creek, Section One); North 55 degrees 42 minutes 08 seconds West a distance of 300.28 feet; North 04 degrees 18 minutes 13 seconds West a distance of 80.20 feet; North 59 degrees 42 minutes 08 seconds West a distance of 114.81 feet; South 34 degrees 17 minutes 52 seconds West a distance of 109.66 feet; North 63 degrees 38 minutes 16 seconds West a distance of 125.84 feet; North 27 degrees 48 minutes 09 seconds West a distance of 86.34 feet; North 63 degrees 38 minutes 16 seconds West a distance of 145.90 feet; thence North 26 degrees 21 minutes 44 seconds East a distance of 225.00 feet to a 5/8 inch capped rebar; thence North 17 degrees 23 minutes 23 seconds East a distance of 192.35 feet to a 5/8 inch capped rebar; thence North 71 degrees 50 minutes 25 seconds East a distance of 328.41 feet to a 5/8 inch capped rebar; thence South 32 degrees 48 minutes 51 seconds East a distance of 57.80 feet to a 5/8 inch capped rebar; thence North 80 degrees 33 minutes 28 seconds East a distance of 158.55 feet to a 5/8 inch capped rebar on the East line of said East 1/2 1/4 Section; thence South 00 degrees 46 minutes 29 seconds East along said East line a distance of 915.71 feet to the POINT OF BEGINNING. Containing 9.220 acres more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 26 lots numbered 51 thru 76 inclusive. The dimensions are shown in feet and decimal parts thereof.

I further certify that to the best of my professional knowledge, information and belief this subdivision plat contains no changes from the matters of survey revealed by the survey recorded as Instrument No. 930022989 in the Office of the Recorder of Marion County, Indiana, except as listed as follows:

CERTIFIED: DECEMBER 8, 1993



Harold Gibson, Registered
 Land Surveyor, LS910021

APPROVED THIS 10th DAY OF June 19 94
 ASSESSOR OF WARREN TOWNSHIP
[Signature] DRAFTSMAN

FINAL APPROVAL
 PLAT COMMITTEE
 METROPOLITAN DEVELOPMENT COMMISSION
 DEPARTMENT OF METROPOLITAN DEVELOPMENT
 MARION COUNTY, INDIANA

6-22-94

PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED

[Signatures]

1-12-96

VOID UNLESS RECORDED BEFORE

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