

DECLARATION OF COVENANTS AND RESTRICTIONS

COPPERFIELD SECTION IV

This Declaration made this \_\_\_\_\_ day of \_\_\_\_\_, 1984,  
by SCM Real Estate Development Corporation,

WITNESSETH:

WHEREAS, the following facts are true:

- A. Declarant is the sole owner of the fee simple title to the real estate located in Marion County, Indiana, more particularly described on sheet 1 of 2 attached hereto and incorporated herein by this reference, upon which Declarant may, but is not obligated to, construct residential facilities.
- B. Declarant desires to provide for the preservation and enhancement of the property values in Copperfield, and to this end desires to subject the property to the covenants, restrictions and easements set forth herein, each and all of which is and are for the benefit and complement of the lands in the property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the property as they are held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the property as a whole. All of the restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the property or any part or parts thereof.

1. Definitions. The following terms, as used in the Declaration, unless the context clearly requires otherwise, shall mean the following:
  - a. "D.M.D." means the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns of any or all of its rights under this Declaration.
  - b. "Declarant" means SCM Real Estate Corporation, the owner of the property at the time of the recording of this Declaration, its successors and assigns to its interest, or any person designated by it in a recorded instrument as having its rights hereunder, other than persons purchasing the property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant.)
  - c. "Copperfield" means the name of the Declarant's development of which the property is a part thereof.
  - d. "owner" means every person or persons or entity or entities who is the record owner of a fee or undivided fee interest in the property, their heirs, successors, legal representatives or assignee.
  - e. "Property" means the real estate described on sheet 1 of 2.
  - f. "Restrictions" means the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same may from time to time be amended.
  - g. "Limited Common Area" refers to those areas owned by a lot owner but reserved for the limited benefit of an adjacent lot, as designated by Declarant on the plat or plats of Copperfield, as the same may be recorded from time to time.
2. Declaration. Declarant hereby expressly declares that the property be held, transferred, sold, conveyed and occupied subject to the Restrictions.
3. Utility Easements. There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, to be perpetual hereof, from the date of this instrument by the Declarant, its

property in the event of the recording of this Declaration, its successors and assigns to its interest, or any person designated by it in a recorded instrument as having its rights hereunder, other than persons purchasing the property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant.)

- c. "Copperfield" means the name of the Declarant's development of which the property is a part thereof.
  - d. "Owner" means every person or persons or entity or entities who is the record owner of a fee or undivided fee interest in the property, their heirs, successors, legal representatives or assignee.
  - e. "Property" means the real estate described on sheet 1 of 2.
  - f. "Restrictions" means the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same may from time to time be amended.
  - g. "Limited Common Area" refers to those areas owned by a lot owner but reserved for the limited benefit of an adjacent lot, as designated by Declarant on the plat or plats of Copperfield, as the same may be recorded from time to time.
2. Declaration. Declarant hereby expressly declares that the property be held, transferred, sold, conveyed and occupied subject to the Restrictions.
  3. Utility Easements. There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, to be perpetual hereof, from the date of this instrument by the Declarant, its successors and assignees, full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which shall include cable TV), and such other further public service facilities as Declarant may deem necessary. Provided, however, Declarant shall restore the disturbed area as nearly as is possible to the condition in which it was found. No permanent structures shall be constructed within an easement area.
  4. Plans, Specifications and Locations of Buildings. No building or structure of any kind, including additions, alterations, fences, screens and walls, shall be erected or altered on the property until the plans and specifications, location and plot plan thereof, in detail and to scale, have been submitted to and approved by Declarant in writing before any construction has begun. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes, and shall also comply to all zoning covenants and restrictions which are applicable to the land. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of Declarant. Declarant shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

The construction of two attached residential units to form a single building to be referred to as a "double" will be permitted on any two adjacent lots. All restrictions applying to single lots will apply to doubles as a single building consisting of two residential units.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of Declarant. The required landscaping and all parking strips and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

5. Common Drives. The undersigned reserves the right to construct drives along and over the common lot line of the various lots. Further, the undersigned hereby reserves for the owners of the lots containing such common drives the right to use such common drives, when constructed in common with the owner of the adjacent lot. No fence, barrier or other obstruction of any kind shall be erected on or along any common lot line or any part of such common drive. The conditions and restrictions for all common drive maintenance will be as set forth by the Association.
6. Use Restriction. No use shall be permitted on the property other than the uses permitted in the Zoning Ordinance of Marion County, Indiana, provided, however, that thirty (30) days' notice be given to the Declarant of any hearing before the Metropolitan Plan Commission on any proposed use and site and development plan for the property.
7. Signs. No billboards or advertising signs of any character shall be exhibited in any way on or above the property or any part hereof or on any improvement thereon without the written approval of Declarant except one professional sign of not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the parcel is for sale or rent.
8. Setback Lines. Front building setback lines are hereby established on this plat; no building shall be erected or maintained between the established setback lines and the property lines of the streets. No sideline setback restrictions apply to this zero lot development as long as a minimum distance of 10.0 feet is maintained between adjacent residences.

9. Limited Common Area. There is hereby reserved by the Declarant for the benefit of the owner of any lot, a limited common area for the purpose of entering and encroaching upon an adjoining lot as designated on the plat of Copperfield. Said limited common area is reserved for the limited purpose of performing maintenance and repair work on the dwelling benefited by such easement, and for the encroachment, if any, of the roofs, gutters, overhangs or other improvements resulting from the original construction of the adjacent dwelling.

The owner of any house built within three (3) feet of a side-yard property line shall have an express right of access and use, for the limited purposes described above, in the limited common area as measured from side-yard property line.

Said easement area shall be five (5) feet in width as measured from said side-yard property line and as designated on the plat of Copperfield. Any persons entering upon a lot under the rights granted hereunder shall be responsible for repair of any damage resulting from the use of the area.

10. Utility Lines and Antennas. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Declarant. No outside antennas, poles, masts or towers shall be permitted unless approved in writing by Declarant. No approvals may be granted for antennas extending more than 5 feet above the roof peak.
11. Accessory or Temporary Buildings. No tents and no accessory or temporary buildings or structures shall be permitted.
12. Oil and Gas Tanks; Air Conditioners. All oil tanks and bottled gas tanks must be underground. No above or below storage of gasoline will be allowed. Any stationary air conditioning units must be similarly walled-in, screened or appropriately landscaped.
13. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or D.M.D. to cut weeds or clear the refuse from the property at the expense of the Owner, and there shall be no claim against said property for the expense thereof.

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14. Nuisances. No nuisance shall be permitted to exist or operate upon the property.
15. Site Visibility. 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 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 sightline 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 lines.
16. Lot Access. All lots shall be accessed from the interior streets of this subdivision. No access is permitted from 75th Street or Hague Road.
17. Boats, Trucks, etc. No boats, campers, trailers or any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the property for more than four (4) hours unless fully enclosed inside a building.
18. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent properties except on days of collection.
19. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed.
20. Animals. No farm animals, fowls or domestic animals for commercial purposes shall be permitted on the property. Generally recognized house pets are permitted in reasonable numbers; all pets when outside must be kept under control by their owners and must not become a nuisance to other residents.

21. Enforcement. Any Owner or Declarant shall have the right to enforce, by a proceeding at law or inequity, all restrictions, conditions, or covenants, imposed by this Declaration, but Declarant shall not be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In the event that the Declarant shall deem it necessary to enforce any Restriction, the Owner shall pay reasonable attorneys' fees and court costs if Declarant shall prevail in said litigation.

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance 58-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

22. Duration. The foregoing covenants and restrictions and any amendments thereto are for the mutual benefit and protection of all present and future Owners of the property or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by majority vote of those persons who are then the Owners of the property.

23. Severability. Everyone 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 shall lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the Restrictions.

24. The developer, his successors and assigns forever reserve the right to amend any of the above contained restrictions so long as the Declarant owns at least six (6) lots within Copperfield. The following amendments will require the prior approval of the Federal Housing Administration, or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Supplemental Declaration of Covenants and Restrictions. Any such amendment shall be effective upon the execution of same by developer herein and the filing of same among the public records of Marion County, Indiana.

25. Homeowners Association. A Homeowners Association (hereafter referred to as the "Association") will be created as a not-for-profit corporation under the laws of the State of Indiana. The Declaration of Covenants, Conditions and Restrictions of the Association will be recorded in the office of the Recorder of Marion County, Indiana, and shall be binding to all land contained within this plat. The Association will be responsible for controlling all maintenance and other activities for all areas denoted as common areas (lakes, parks, landscape easements, etc.) as denoted on the plat. Clear and unencumbered title to the Common Area in each section shall vest in the Homeowners Association prior to the initiation of assessments in said Section.

26. Dedicated Streets. The streets are hereby dedicated to the public.

IN WITNESS WHEREOF, the Owner of the above described real estate has hereunto caused its name to be subscribed.

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IN WITNESS WHEREOF, the Owner of the above described real estate has hereunto caused its name to be subscribed.

SCM Real Estate Development Corporation

By: *Sol C. Miller*  
Sol C. Miller, President

WITNESS:

*Janice L. Miller*  
Janice L. Miller, Secretary

County of Marion)  
                                  ) SS:  
State of Indiana)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sol C. Miller and Janice L. Miller, respectively, of SCM Real Estate Development Corporation and acknowledged the execution of this instrument for and in behalf of said company.

Witness my signature and seal this 15<sup>th</sup> day of October, 1984.

*Deborah L. Stokes*

My Commission Expires:  
12-30-85

County of Residence:  
Morgan

