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Subdivision Covenants and Restrictions

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PLAT COVENANTS AND RESTRICTIONS OF FALL CREEK PROPER

The undersigned, ~~F~~FALL CREEK PROPER, L.P., an Indiana limited partnership ("Developer"), as the owner of the real estate more specifically described on this plat (the "Real Estate"), hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accord with this plat. This subdivision (the "Subdivision") shall be known and designated as Fall Creek Proper, consisting of Lot Nos. 1 through 56, inclusive, an addition in Marion County, Indiana. In addition to the covenants and restrictions hereinafter set forth, the Real Estate is, pursuant to the terms of a Declaration of Covenants, Conditions and Restrictions recorded immediately subsequent to the recordation of this plat (the "Declaration"), subject to the restrictions and agreements contained in the Declaration, and to the rights, powers, duties and obligations of Fall Creek Proper Homeowner's Association, Inc. (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between 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 further 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. Utility, Drainage, Sanitary Sewer, Landscape and Sign Easements. There are areas of ground on this plat marked "Drainage, Utility and Sewer Easements (D.U. & S.E.)", "Landscape Maintenance Access Easements" and "Sign Landscape Easements" either separately or in combination.

The Drainage, Utility and Sewer Easements are hereby created and reserved for the Department of Public Works of the City of Indianapolis, Indiana its successors or assigns, who shall have full authority and maintenance and repair responsibilities for such storm sewer system servicing the Subdivision, as well as any future connections and extensions thereto. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

The Landscape Maintenance Access Easements are hereby created and reserved for the use of Developer and the Association for access to and for the installation, repair, replacement and maintenance of landscaping within the Subdivision.

The Sign Landscape Easements are hereby created and reserved for the use of Developer and the Association for access to and for the installation, repair, replacement and maintenance of signs, sign structures and landscaping.

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The delineation of the Drainage, Utility and Sewer Easements, Landscape Maintenance Access Easement and Sign Landscape Easement areas on this 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 onto 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 owners of lots in this Subdivision shall take and hold title to the lots subject to the Drainage, Utility and Sewer Easements herein created and reserved.

The delineation of the Drainage and Utility Easement, Drainage Easement, Drainage, Utility and Sanitary Sewer Easements and Drainage, Utility and Sewer Easements areas on this 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 onto 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 owners of lots in this Subdivision shall take and hold title to the lots subject to the Drainage and Utility Easements, Drainage Easements and Drainage, Utility and Sanitary Sewer Easements herein created and reserved.

2. Dedication of Streets. The streets and rights-of-way as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to public use, to be owned and maintained by the governmental body having jurisdiction thereof.

3. Building Location. "Building Lines (B.L.)" are as depicted in and on this plat. With the exception of permitted fences as may be approved by the Committee (as defined in paragraph 4 below), no buildings or structures shall be erected or maintained between said setback lines and the lot line of said lot. With the exception of periods reasonably necessary for construction, all lots shall be sodded from the front yard lot line to, at a minimum, the building set-back line applicable to the lot. In addition, with the exception of fences as may be approved by the Committee, no building or structures shall be erected or maintained closer than _____ () feet to any side lot line of any lot, with each lot having an aggregate side yard requirement of _____ () feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.

4. Architectural Control Committee. No building, fence, walls, fuel storage tanks, antennae, satellite dishes, in-ground or above-ground pools, or other structure or appurtenance shall be constructed, erected, placed, replaced, altered, or repaired on any lot in this Subdivision until the building plans, specifications and plot plans showing the location and nature of such structures, improvements and/or appurtenances have been approved by the Fall Creek Proper Architectural Control Committee ("Committee"), in accord with the terms and provisions of the Declaration. The destruction of trees and vegetation and any other such matters as may effect the environment and ecology of this Subdivision shall be the proper concern of the Committee and shall first be approved thereby. Notwithstanding the provisions of this paragraph 4 or any

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other provisions of this plat or the Declaration requiring the approval of the Committee, Developer and any affiliate of Developer shall not be required to apply for or secure the approval of the Committee in connection with any construction, improvement or installation by Developer, or any affiliate of Developer, of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Real Estate.

5. Fence Limitation/Site Lines. All fences located in the back yards shall be approved by the Architectural Control Committee. Galvanized chain link fence shall not be permitted. No fence, wall, hedge or shrub planting which obstructs site 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 site line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of driveway pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.

6. Minimum Living Area. No residence constructed on a lot herein shall have less than eleven hundred (1,100) square feet of finished and liveable floor area in aggregate, exclusive of basements, open porches and garages. A minimum square footage of 600 square feet (exclusive of basements, open porches and garages) for the ground level shall be required whenever a multi-floor residence is involved, with the aggregate of all liveable floor area to remain a minimum of eleven hundred (1,100) square feet.

7. Residential Use Only. All lots in this Subdivision shall be 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 Dwelling Districts Zoning Ordinance of Marion County, Indiana, as amended from time to time. No residence shall be erected, altered, placed, or permitted to remain on any lot herein, 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, tool shed, storage building or any other attached building erected or used 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 any residence. Detached garages, tool sheds or storage buildings may be erected on any lot subject to the approval of the Committee as to type, appearance and placement within a lot.

8. Two Car Garages. All residences are required to have a garage which will accommodate at least two (2) automobiles.

9. Sidewalks. Each sidewalk in this Subdivision shall be of concrete or pavers material and shall not be less than two (2) feet in width.

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10. Parking. No parking is permitted on a lot other than in the garage. No parking shall be permitted on the streets except in designated areas. No recreational vehicles, boats, or other storage shall be permitted on or adjacent to any lot. No nonfunctioning vehicles shall be maintained on any lot or in any designating parking areas on the streets. All repairs to cars shall be performed inside a garage.

11. Temporary Residences Prohibited. No trailer, shack, tent, boat, basement (except the use thereof as an integrated part of the entirety of the residence), 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, 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 the completion of construction of such building.

12. Construction Sites. All home construction sites shall be kept free of any unnecessary trash, scrap materials and equipment and in a clean and orderly fashion.

13. Limitations on Trash. 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 lot in open public view. All rubbish, garbage or other waste shall be regularly removed from all lots and shall not be allowed to accumulate thereon.

14. Sign Limitations. 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 for the purpose of advertising the property for sale and signs for political campaigns of not more than six (6) square feet may be displayed provided such are removed within five (5) days after an election. Developer may use larger signs during the sale and development of the Subdivision.

15. Prohibited Animals/Nuisances. No farm animals, fowls or domestic animals for commercial purpose shall be kept or permitted on any lot or lots in the Subdivision. No 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 become an annoyance or nuisance to the neighborhood.

16. Limitations on Water and Sewer. 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.

17. Limited Access. All lots shall be accessed from the alley in the rear of each lot in the Subdivision. No access to any lot is permitted from the streets.

18. Required Yard Lights. Each lot shall be equipped with a decorative front yard light controlled or illuminated by photocells.

19. Binding Nature/Duration of Covenants. These covenants and restrictions (as the same may be amended from time to time as provided in the Declaration) 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 part thereof, and on all persons or entities claiming under them, until twenty (20) years after the date of recording hereof, and thereafter 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 the majority of the then owners of the lots in the Subdivision, 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. Any such termination 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 Marion County, Indiana.

20. Severability. 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, which shall remain in full force and effect.

21. Enforcement. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by Developer, the Association, any owner of any lot in the Subdivision 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 for such violation 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 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.

22. Metropolitan Development Commission. The Metropolitan Development Commission, its successors or 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.

23. Titles. The underlined titles preceding the various paragraphs hereof are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this plat. Wherever and whenever applicable, the singular form of any word

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shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

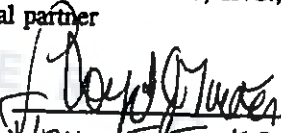
24. Creation of Association. The Developer has the responsibility of creating the Association for the Subdivision, the membership for which is required and automatic for all lot owners in all sections of this Subdivision.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, as hereunto caused its name to be subscribed this 20th day of MARCH, 1996.

FALL CREEK PROPER L.P., an Indiana limited partnership


By: URBAN DEVELOPERS, INC., managing general partner

By:


LLOYD J. TUCKER President
(printed name, title)

By: CITIZENS NEIGHBORHOOD COALITION, INC., general partner

By:


DOROTHY KUSE Authorized Representative
(printed name, title)

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared LLOYD J. TUCKER, the PRESIDENT, of Urban Developers, Inc., an Indiana corporation, the managing general partner of Fall Creek Proper L.P., an Indiana general partnership, who acknowledged the execution of the foregoing Plat Covenants and Restrictions of Fall Creek Proper for and on behalf of said corporation.

Lloyd J. Tucker
Signature
Lloyd J. Tucker
Printed Notary Public

My Commission Expires:

July 25, 1998

County of Residence:

Marion

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared DONATHY L. BURSE, the AUTHORIZED REPRESENTATIVE, of Citizens Neighborhood Coalition, Inc., an Indiana corporation, the general partner of Fall Creek Proper L.P., an Indiana general partnership, who acknowledged the execution of the foregoing Plat Covenants and Restrictions of Fall Creek Proper for and on behalf of said corporation.

Donathy L. Burse
Signature
Donathy L. Burse
Printed Notary Public

My Commission Expires:

July 25, 1998

County of Residence:

Marion

This instrument was prepared by Joseph E. Whitsett, Jr., Ice Miller Donadio & Ryan, One American Square, Box 82001, Indianapolis, Indiana 46282. Telephone: (317) 236-2100.

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