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21. AWNINGS. No metal, fiberglass, canvas or similar type material awnings shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

22. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision (unless installed by Developer) must be wooden or black or green vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee. Fences are allowed in easements but are erected at owner's risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the easement has been reserved.

23. SWIMMING POOLS AND SPORTS COURTS. No above-ground swimming pools shall be permitted in the Subdivision. No hard surfaced sports courts of any kind shall be permitted on any Lot except as approved by the Architectural Review Committee.

24. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

25. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

26. 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.

27. 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.

28. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission of the City of Indianapolis, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein or in the Declaration other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

29. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least 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 such Subdivisions have been sold by Developer, any such amendment shall also 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 Marion 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 affected adjacent homeowners associations designated by the Indianapolis Department of Metropolitan Development.

30. 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, 2017, 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.

31. **SEVERABILITY.** Invalidation 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 4th day of AUGUST, 1997.

DONALD E. LAMBERT

By: Donald E. Lambert  
Donald E. Lambert, Owner

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for the State of Indiana, personally appeared Donald E. Lambert, Owner, and acknowledged the execution of this instrument as his voluntary act and deed for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 4th day of AUGUST, 1997.

Arthur D. Strahle  
Notary Public

ARTHUR D. STRAHLA  
Printed

my commission expires:

12/28/98

I am a resident of

MARION County, Indiana.

WAYNE TOWNSHIP  
ASSESSOR  
PLAT APPROVED

Date: Aug 29, 1997

By: Charles R. Spears  
CHARLES R. SPEARS  
ASSESSOR

This Instrument was prepared by Ronald F. Shady, Jr., Vice President of Davis Holding Corporation, 3755 East 82nd Street, Suite 120, Indianapolis, Indiana, 46240.

## EXHIBIT A

### **Legal Description**

All of the following described real estate situate and being in the Southeast Quarter Section One (1), Township 15 North, Range 2 East, Marion County, State of Indiana, more particularly described as follows, to-wit:

Beginning at a point on the East line of said Quarter Section four hundred and sixty-two (462) feet South of the Northeast corner thereof, thence West parallel to the North line of said Quarter Section thirteen hundred and twenty (1320) feet to the West line of a tract of land conveyed by Edward W. Pattison and wife to Wm. Sonnefield by deed dated July 22, 1868 and recorded in Record Q.Q. page 347, Marion County Recorder's Office, thence South parallel to the East line of said Quarter Section eight hundred and fifty-eight (858) feet to a point; thence East parallel to the North line of said Quarter Section thirteen hundred and twenty (1320) feet to the East line thereof; thence North along said East line eight hundred and fifty-eight (858) feet to the Place of Beginning, containing twenty-six (26) acres.

Excepting therefrom one half (1/2) acre, more or less, out of the Northeast corner of said tract more particularly described as follows, to-wit:

Beginning at a point on the East line of said Southeast Quarter (1/4), said point being four hundred and sixty-two (462) feet South of the Northeast corner of said Southeast Quarter, and running thence South along said East line of said Southeast Quarter one hundred ten (110) feet to a point, thence West one hundred ninety eight (198) feet on a line parallel to the North line of said Southeast Quarter to a point, thence North one hundred ten (110) feet on a line parallel to the East line of said Southeast Quarter to a point, thence East one hundred ninety-eight (198) feet, on a line parallel to the North line of said Southeast Quarter to the Place of Beginning.

Also excepting therefrom the following described real estate: Land in Marion County, State of Indiana, being a part of the Southeast Quarter of Section 1, Township 15 North, Range 2 East, described as follows:

Commencing at the Northeast corner of said Quarter Section, thence South 00 degrees 24' 25" East 572 feet along the East line of said Quarter Section; thence South 88 degrees 19' 19" West 20.00 feet along the North line, prolonged easterly, of the owner's land to the West boundary of existing Lynhurst Drive and the Point of Beginning of this description; thence South 00 degrees 24' 25" East 748.00 feet along said West boundary to a corner of said West boundary; thence South 88 degrees 19' 19" West 30.01 feet along said West boundary; thence continuing South 88 degrees 19' 19" West 25.57 feet along the South line of the owner's land; thence Northerly 345.65 feet along an arc to the right having a radius of 5784.58 feet and subtended by a long cord having a bearing of North 00 degrees 57' 58" West and a length of 345.60 feet; thence North 02 degrees 37' 39" East 152.84 feet; thence North 03 degrees 36' 51" West 48.86 feet; thence North 02 degrees 40' 36" East 201.59 feet to the North line of the owner's land; thence North 88 degrees 19' 19" East 42.74 feet along said North line to the Point of Beginning and containing 0.941 acres, more or less.