

McCords Crossing - SECTION 1
COVENANTS

REC-27-024535
MAR 27 1993

The undersigned Owners of record of the foregoing real estate located in Marion County, State of Indiana, hereby plat and subdivide the same in accordance with the plat and certificate.

The Subdivision shall be know and designated as McCords Crossing, Section 1, a residential subdivision in Marion County, State of Indiana.

The streets and rights-of-way contained herein, if not previously dedicated, are hereby dedicated to public use.

There are strips of ground marked utility easements shown on this plat that are hereby reserved for public utilities not including transportation companies for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires and other equipment used in the provision of utility service to the owners of lots within the subdivision. Purchasers of lots in this subdivision shall take title subject to the utility easements hereby created and subject at all times to the rights of proper authorities to service the utility facilities and the easements hereby created and no permanent structure of any kind and no part thereof, except fences, shall be built, erected or maintained on said utility easements.

There are strips of ground marked drainage easements shown on this plat that are hereby reserved to the city of Lawrence and the Indianapolis Department of Public Works for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof except fences that do not retard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the owners of the areas enclosed within the drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the owners of other land included within the plat, upstream or downstream, affected by such use and for any proper agency or department of the City of Lawrence and the Indianapolis Department of Public Works. The City of Lawrence and the Indianapolis Department of Public Works are hereby given the right to obtain access to such area to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights.

It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the City of Lawrence and the requirement of all drainage permits for the plat issued by those agencies. Failure too so comply including failure to comply with the Department of Public Works and Federal Housing Administration lot grading regulations and recommendations or construction of any building are including basements or lower levels of multi-level homes, below the minimum pad elevations shown on the Drainage Plan, shall operate as a waiver and release of the developer, his engineer and agents from liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitude's upon the land within the plat in favor of surface water runoff along natural valleys and drainage channels running to owners of other land contained within the plat, upstream and downstream. It shall be the responsibility of the owners of these natural valleys and channels to use their lands and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

The lots of this subdivision and the use of the lots in this subdivision by present and future owners or occupants shall run with the land:

1. Front building lines are hereby established as shown on the foregoing plat between which lines and the right-of-way lines there shall be erected, placed, or altered no structure or part thereof except that fences in keeping with the architectural style as specifically approved by the Architectural Review Committee

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will be permitted, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and 25 feet measured perpendicularly from these public right-of-way lines unless otherwise dimensioned.

2. Lots may be used only for residential purposes and only for one single-family dwelling, a private garage, and other such outbuildings as are usual and incidental to the use of a residential lot may be constructed thereon.

3. All lots in this subdivision shall be designated as residential lots, and no home shall exceed two and one half stories or thirty-five feet in height.

4. Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of nine hundred (900) square feet. In the case of a structure of more than one story, at least six hundred sixty (660) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.

5. Each single-family residence constructed upon any lot within this subdivision shall include at a minimum an attached 1 car garage. The means of ingress and egress to said attached garage shall be over a hard surface driveway constructed of concrete or asphalt.

6. No structure of a temporary character, tent, shack, basement, garage, barn or other out-building shall be erected, placed, or altered upon any lot for use as a residence either temporarily or permanently or at any time be used for such purpose.

7. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.

8. Owners of undeveloped or unoccupied lots shall at all times keep and maintain such lots in an orderly manner causing weeds and other growths to be reasonably cut and prevent the accumulation of rubbish and debris thereon.

9. No noxious or offensive activities shall be carried on or be permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any lot by these covenants, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

10. Any tank for the storage of fuel erected, placed or altered on any lot outside of any structure or building permitted by these covenants shall be concealed or otherwise located below the surface of the ground.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other animals generally and customarily recognized as household pets, provided they are not kept, bred or maintained for any commercial purpose.

12. No use shall be made of any lot in this subdivision except as permitted by the regulations of the dwelling districts zoning ordinance of Marion County, as amended for the zoning classification under which this project is developed.

13. Every building or part thereof shall be so located as to provide a side yard on each side of every said building in accordance with the Marion County zoning ordinance of 1966, as amended for the D-4 zoning classification except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or a drainage easement which serves lots beyond the lots owned by the common owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same owner or owners, and the drainage easements or utility easements which may separate those lots are not used to provide drainage or utility services to any area beyond the lots commonly owned, then those easements on the boundary line between the two lots shall be extinguished for so long as the lots are owned by the same owner or owners. Notwithstanding the regulations of the D-4 zoning ordinance the minimum rear yards for any lot within this subdivision shall be twenty feet, and the minimum side yard of each lot to the

combined lots under the circumstances described above shall be not less than five (5) feet, and the aggregate of both side yards shall not be less than thirteen (13) feet. In addition, the open space which is comprised of the total horizontal area of all uncovered open space plus one half of the total horizontal area of all covered open space shall comprise at least seventy percent of the total lot area.

14. No boat, trailer or camper of any kind shall be kept or parked upon said lot except within the garage or other approved structure.

15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 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 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 all lots within 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street.

16. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

17. An Architectural Review Committee is hereby created, which committee will consist of not less than one member. Said initial members of the Architectural Review Committee will be appointed jointly by the persons who have executed this plat. Those people who have executed this plat will also have the right to replace the member or members of the Architectural Review Committee and to expand the membership of the Architectural Review Committee with rights of appointing additional members. In the event of the death, disability or resignation of the originally appointed member or members, the person or persons who have executed this plat will be authorized to select the successor or successors to fill the vacancies thereby created. A majority of the members of the committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of exterior design with existing structures of the development and whether the building and property set back lines are in conformity with the applicable plat requirements and these covenants, conditions and restrictions. The committee shall also undertake such other duties and responsibilities as may be assigned to it. No charges will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen calendar days after submission, the committee will be deemed to have approved such plans. Action of the committee need not be at a formal meeting but may be evidenced informally in writing, signed by a majority thereof. Prior to construction of any structure upon a lot within this subdivision, the building plans, including plot plan, specification and plans for landscaping and any other data or information which may be requested by the committee must be submitted to the Architectural Review Committee for its approval.

18. The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right of cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee and each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney fees. 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-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

19. These covenants, conditions and restrictions constitute covenants running with the land and shall be effective for a period of twenty years from the date of recordation of the plat, provided that at the expiration of such term such covenants, conditions and restrictions shall be automatically renewed thereafter for periods of ten years each, unless at least one year prior to the expiration of each ten year period, the owners of the majority of the lots in this subdivision shall execute and acknowledge the declaration in writing valuing renewal, and said written

declaration shall be recorded in the land records of Marion County, State of Indiana, in which event the provisions as set forth for renewal shall be null and void.

20. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which will continue to remain in full force and effect.

21. No radio towers, CB antennas, or other radio or radar equipment shall be allowed in this subdivision.

LAKE COVENANTS AND RESTRICTIONS
MCCORDS CROSSING- SECTION 1

Upon the development of the proposed lake, as shown on the plat of McCords Crossing - Section 1, the following covenants and conditions in the use, enjoyment and maintenance thereof shall apply:

1. The Lake Area comprising approximately 0.25 acres, more or less, shall be owned and controlled as tenants in common (each with an undivided 1/5th interest) by the Owners of all lots contiguous to the Lake Area. Lots 12, 13, 17, 18, and 19 as shown on the plat of McCords Crossing - Section 1, shall be identified as lots contiguous to the Lake Area in McCords Crossing - Section 1.
2. The Owners of said lots referred to above in Section 1 of McCords Crossing, together with their guests, shall have the exclusive rights to enjoyment afforded by said lake. To this end, there is depicted upon said plats a mutual lake easement for lake access and rights of use, which easement shall also constitute a maintenance easement for any repaid, water treatment or other service needed to assure continuous and adequate maintenance of services of said lake and for landscaping and landscaping maintenance purposes.
3. Until such time as five (5) lots are sold adjacent to said lake, with home improvements substantially completed thereon, it shall be the Declarant's responsibility, its successors and assigns, for the maintenance, repair and upkeep of said lake. To this end, such Declarant shall distribute to each lot Owner a reasonable rules and regulations concerning use of the lake, which each Owner hereby agrees to comply with.
4. Upon conveyance of the Fifth (5th) improved lot adjacent to the lake, the co-owners shall form an association in which each lot Owner shall have one (1) vote for all matters affecting the lake including the selection of a Board of Managers which shall consist of not less than three (3) nor more than five (5) members. Thereafter, on the first (1st) Saturday in March of each calendar year, the voting members shall elect, by a majority vote of those members present, the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st of the following year.
5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to the lake as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake property, including the easement adjacent thereto. Such budget shall be established annually on or before May 1st of each year for the ensuing twelve (12) month period.
6. Assessments, as determined by the Board of Managers in their sole and absolute discretion, shall be paid by each voting member within thirty (30) days from the date of billing thereof and there shall be assessed a late charge of 1.5% per month on all delinquent payments.
7. Assessments for maintenance shall be lien upon the properties subordinate only to the lien of a first mortgage holder, which lien can be enforced by the Board of Managers or any individual property Owner subject to these Lake Covenants. By acceptance of deed of title to the lots subject to these Covenants and Restrictions, the grantee consents to the lien of assessment and its enforcement provisions, together with the costs of collection, including reasonable attorneys' fees.
8. In the event of a dispute arising from the maintenance, repair and upkeep of the lake, any voting member may request a meeting of the Owners of the lots contiguous to the Lake Area, upon giving notice to all of said Owners, in writing, designating a time and place not less than seven (7) days from the date of the notice, which time may be shortened in cases of extreme emergency. At such meeting, such

dispute shall be resolved by a majority vote of the Owners then present and such decision shall be binding on all Owners.

9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake ownership.

10. No voting member or third party shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse affect upon water quality, drainage, or proper lake management.

11. The Board of Managers, on behalf of the property Owners or any property Owner subject to these Lake Covenants, and the Department of Public Works of the City of Indianapolis, Indiana, shall have the authority to institute an action for injunction to abate such activity, or seek mandatory relief for the correction of any drainage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fee.

12. No use of the lake by the Owners of said lots shall impair or interfere with the use of the lake for drainage and related purposes for the benefit of McCords Crossing - Section 1, and any such recreational or related uses shall be subordinate to the primary function of the lake for drainage purposes.

WITNESS MY SIGNATURE THIS 26th DAY OF Aug, 1993

David E. Beery
David E. Beery, President
Beery Development Corp., II

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

I the undersigned, a Notary Public, duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certify that ~~David E. Beery~~ President of ~~Beery Development Corp., II~~ personally appeared before me and acknowledges the execution of the foregoing indenture, as his duly authorized act, this 26 day of August, 1993

Barbara L. Butler
Notary Public

BARBARA L. BUTLER
Printed Name

My commission expires 2/14/97
County of residence Marion



This document prepared by David E. Beery, Beery Development Corp.II

