First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys’ fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.
Boulder Creek Estates

The undersigned, Boulder Creek Development, Inc., owner and developer of said real estate shows and described herein, do hereby lay off plat and subdivide said real estate, in accordance with the within plat.

This subdivision shall be known and designated as "BOULDER CREEK ESTATES," and shall be subject to the following restrictions which shall operate as perpetual covenants.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement (D, & U. E.)" to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors, and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility systems. No permanent building or trees shall be placed on said area as shown on the plat and marked "drainage and utility easement (D, & U, E)", but same may be used for garden, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user of or the rights herein granted. The owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

1. Drainage Swales (Ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7.1.47 of the Hancock County Subdivision Control Ordinance.

2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

3. No fence, wall, hedge tree or shrub planting shall obstruct sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street line (40 feet for minor street and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitation shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. Property owners shall maintain all common areas more specifically, the areas surrounding the retention area and restrict the installation of any additional mounding or privacy fence from a line perpendicular to the south wall of a storage structure located on the property of the Erwins and continuing south to the southern most property line of said development. This covenant however, shall in no way limit or restrict the developers and or homeowners from landscaping the south property line of said development. (Exhibit B)

4. No sump pump drains or other drains shall outlet on to the street. No drainage structures shall be located within driveway limits.

5. No trees shall be planted in the road right-of-way.

EXHIBIT C
6. The developer shall be the initial Architectural Control Committee, which Committee shall regulate the external design, appearance and location of residences, buildings, structures, fences, swimming pools, or other improvements placed on any lot or common area in the subdivision.

7. All lots in this subdivision shall be designated as residential lots. No lot shall be further subdivided to create additional building lots. No building shall be located nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. On Lots 9 through 12 no residence shall have the front of the structure located any further from the minimum building line than five (5) feet. The front shall be defined as the closest point of the structure to the street right-of-way. No accessory building shall be located closer to any front or side lot line than the required minimum from and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot line than 15 feet, but in no case shall it encroach upon any easement.

8. All residential construction on any lot must be complete within one (1) year after the starting date, including final grading.

9. All driveways shall be paved with concrete, asphalt, or other all-weather surface materials as approved by the owner or its assigns. No gravel or stone driveways will be permitted. No additional parking will be permitted on a lot other than the existing driveway and an appropriate turn around.

10. The parking of any type or kind of vehicle shall not be permissible upon any lot or street, other than temporary parking by guests and invitees of any owner. Except within enclosed garage, no motor home, boat, recreational or commercial vehicle of any type, semi-tractor, trailer, inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. This covenant shall in no way allow temporary or permanent parking on streets for which Hancock County has passed ordinances prohibiting such.

11. The minimum square footage of living space of dwellings constructed of various residential lots in the Development exclusive of porches, terraces, garages, carports, accessory buildings or basements below ground level shall contain no less than 2000 square feet of ground floor living area for a one story structure or 1200 square feet of ground floor area if higher than one-story, provided that higher than one-story shall have a minimum of 2400 square feet total living area and each dwelling shall have a two or three car attached garage.

12. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junkyard, or commercial business of any kind will be permitted in this subdivision. Fuel storage tanks are not allowed.

13. All structures on any lot in the subdivision shall be constructed with substantially all new material, except used brick is acceptable. And no used structures shall be relocated or placed on any such tract unless specifically submitted and approved by the Architectural Control Committee, which may make extensive restrictions concerning the same. All structures shall have a first floor wrap of brick, masonry or stucco and shall have wood windows, but shall not have wood foundations.

14. No construction shall be commenced, nor shall any building, structure or their improvements (including, without limitation, but not limited to landscaping, fences, walls, driveways, swimming pools and walkways) be erected, installed, removed, placed or altered (including changes in exterior on any lot in this plat until the building plans, specifications and site plans (hereinafter referred to as plans) showing the location thereof and of all improvements proposed, including driveway size and location and drainage, color and composition of all exterior materials to be used shall be submitted to the Architectural Control Committee with any other information and material the Architectural Control Committee may require. Such material is to be submitted in writing by the lot owner, and approved in writing by the Architectural Control Committee as to the compatibility of the interior and exterior design, appearance and location of the same with existing structures in this plat, and a to the conformity...
of the same with the intent of the covenants and restrictions set herein. Two (2) complete set of plans and specifications for any such proposed construction or improvement shall be submitted. There shall also be submitted, where applicable, any permits or reports required by law. All such plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect (other than landscaping plans that do not contemplate any construction other than planting trees, shrubbery and flowers). The destruction of trees and vegetation and any other matter as may affect the Environment and ecology of this subdivision shall be the proper concern of the Architectural Control Committee.

15. Outbuildings and their location must be approved by the Architectural Control Committee. Outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the outbuilding is being built. Metal outbuildings shall not be permitted in any event. No outbuildings shall be permitted on lots 7 through 12. On lots 7 through 12 the storage areas shall be incorporated into the residence.

16. During, and at the conclusion of, the period of any construction activity on a lot, the builder performing such construction shall be required to keep his construction activity confined to such lot and shall keep all streets adjacent to such lot free of materials and debris and in a clean state. Without limiting the foregoing general requirements, a builder shall clean such adjacent streets within forty-eight (48) hours of any specific request therefore made by the Architectural Control Committee.

17. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.

18. All lots on which construction has not begun must by moved and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.

19. No obnoxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash will be kept in containers approved by the Architectural Control Committee which are not visible from the street, except on collection day.

20. No satellite dish or communication tower/antenna shall be allowed. Any TV reception antenna shall be placed within the attic of the main residence.

21. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.

22. In-ground swimming pools shall be placed behind the residence. Above ground pools will not be permitted.

23. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owner’s premises.

24. Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chain link fencing must be of dark vinyl coating type. All fencing must be maintained in good condition. All privacy fencing must be of a style adopted by the Architectural Control Committee and painted to match the color of the main residence. No farm type fencing shall be permitted except for that which borders the subdivision.

25. The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for a mailbox which shall be standard for all
mailboxes in this subdivision. These mailboxes will be purchased by the builder and maintained by the owner.

26. The Architectural Control committee shall require a standardized yard light for each residence and shall establish a design, material, color specification and location of each yard light and shall be standard for all yard lights in this subdivision. These yard lights will be purchased by the builder and maintained by the owner. Each yard light will be operated by a dusk-to-dawn photocell maintained by the owner.

27. All homes in the subdivision shall be built by custom builders approved by the Developer. No modular on concrete homes will be permitted in this subdivision. No aluminum or vinyl siding shall be permitted. Each (1) one-story residence shall be constructed of no less than 80% brick, stucco, or stone. Each (2) two-story residence shall be constructed of no less than 75% brick, stucco, or stone.

28. All building plans, site plans, and landscape plans shall be submitted to the Architectural Control Committee for approval at least 2 weeks prior to starting construction, and prior to applying for the building permit. The Architectural Control Committee may establish minimum landscaping requirements.

29. Fireplaces. All exterior wall chases are to be brick or other masonry material.

30. Homeowners Association, Each lot owner shall be required to join the Homeowners Association for the purposes outlined in the Homeowners Association By-laws. Homeowners Association shall be required to maintain all common areas, more specifically the retention pond. There shall be no additional landscaping, mounding or privacy fences in the area described as follows: FROM A LINE PERPENDICULAR TO THE SOUTH WALL OF A STORAGE STRUCTURE LOCATED ON THE ERWIN'S PROPERTY AND CONTINUING SOUTH TO SOUTHERN MOST PROPERTY LINE OF SAID DEVELOPMENT. However, this article will in no way limit or restrict the Developer and or Homeowners from landscaping the south property line of said development.

31. Each homeowner (lot owner) shall be responsible for constructing a four (4) foot wide concrete sidewalk of 4,000 strength plain cement four (4) inches thick: sloped 1/4 inch per foot toward the street with expansion joints each forty-eight (48) feet, along the entire street frontage of their respective lot. The sidewalk shall be constructed prior to completing finish lot grading. The sidewalk shall be constructed prior to completing the finish lot grading. The sidewalk shall be located one (1) foot inside the street right-of-way, (not on the lot) and parallel to the street right-of-way line. The lot owner is responsible for the repair and maintenance of the sidewalk for it the initial one (1) year from completion of residence. Thereafter, the Homeowners Association shall be responsible for maintenance and upkeep of sidewalk except for any damage done by adjoining lot owner.

32. ENFORCEMENT OF COVENANTS: The covenants may be enforced by any owner of any of the real estate in this subdivision, including the developer and Mr. And Mrs. Roger Erwin, and their heirs, an interested party, as provided in the attached Agreement and Understanding, which is incorporated herein by reference, and which is binding upon the property owners within the subdivision. However, such time as the developers no longer owns any property contained in this subdivision, the developer no longer has any right, obligation, or standing to enforce any covenant herein.

33. SEVERABILITY: Every one of the restrictions is hereby declared to be independent of any 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 restriction shall be held to be invalid or to be unenforceable, or to lack the quality of running with land that the holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to the several owners of the several lots in this subdivision, to their heirs and assigns. The
cost of enforcement of any violation of these covenants, including any reasonable expenses and attorneys fees, shall be paid by any owner of any lot or property found to be in violation of these covenants.
AGREEMENT AND UNDERSTANDING

FOR VALID CONSIDERATION BOULDER CREEK DEVELOPMENT, INC., THE DEVELOPER OF BOULDER CREEK ESTATES, AND BOULDER CREEK DEVELOPMENT, INC. OWNER OF THE PROPERTY (EXHIBIT A) ENCOMPASSED BY THE BOULDER CREEK SUBDIVISION AND ROGER D. ERWIN AND E. ELIZABETH ERWIN OWNERS OF LAND ADJACENT TO BOULDER CREEK ESTATES HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. SAID DEVELOPERS WILL PROVIDE EARTH MOUNDS OF NOT LESS THAN 6'0" IN HEIGHT ALONG THE WEST PROPERTY LINE STARTING AT A LINE PERPENDICULAR TO THE SOUTH WALL OF THE STORAGE STRUCTURE LOCATED ON THE PROPERTY TO THE ERWIN'S PROPERTY AND CONTINUING NORTH TO A POINT EQUAL TO THE LENGTH OF THE PROPOSED RETENTION POND SAID MOUNDS SHALL BE LANDSCAPED WITH PINE TREES STAGGARD AT OR NEAR 60'0" ON CENTER AND A HEIGHT OF 6'0". (EXHIBIT B)

2. SAID DEVELOPERS WILL PROVIDE A EARTH MOUND OF NOT LESS THAN 6'0" IN HEIGHT IN THE SOUTHWEST CORNER OF LOT 8 AND WILL START AT OR NEAR THE SOUTH PROPERTY LINE AND CONTINUE NORTH TO A PERPENDICULAR LINE EQUAL TO THE SOUTH WALL OF A STORAGE STRUCTURE LOCATED ON THE PROPERTY OF THE ERWIN'S, PROVIDED, HOWEVER, SAID MOUND SHALL BE EXTENDED TO A LINE PERPENDICULAR TO A POINT 15'0" SOUTH OF THE NORTH PROPERTY LINE OF LOT 8 SO LONG AS COUNTY OFFICIALS DO NOT OBJECT THERE TO, AND PROVIDED FURTHER THAN SAID MOUNDS SHALL BE LANDSCAPED WITH PINE TREES STAGGARD AT OR NEAR 60'0" ON CENTER AND A HEIGHT OF 6'0" (EXHIBIT B).

3. SAID DEVELOPERS HAVE DETERMINED THAT ALL LOTS IN BOULDER CREEK ESTATES WILL BE PRICED AT A MARKET PRICE OF NOT LESS THAN $34,000.00 LOTS 2,4,5,6,7 AND 8 WILL HAVE A MARKET PRICE OF $42,500.00 AND LOTS 9,10,11,AND 12 WILL HAVE A MARKET PRICE OF $36,900.00 HOWEVER SAID MARKET PRICE SHALL IN NO WAY DICTATE THE FINAL SALE PRICE OF SAID PRICE WHEN SOLD IN MULTIPLES.

4. SAID DEVELOPERS WILL CONSULT WITH COUNTY OFFICIALS, OBTAIN APPROPRIATE PERMITS, AND CONSTRUCT A CATCH BASIN IN THE SOUTHWEST CORNER OF THE ERWIN'S PROPERTY AT THE DEVELOPER'S COST. THE CATCH BASIN SHALL BE OF A HEAVY DUTY CASTING WITH A WEIGHT WITH GRATE AND FRAME OF AT LEAST 250 POUNDS. THE GRATE SHALL BE SECURE TO AN OPENING OF 24" AND 4342 OF ITS EQUIVALENT. THE PIPE TO THE C. REASNER DRAIN SHALL BE AT LEAST 12" IN DIAMETER WITH A SMOOTH SURFACE. THE CATCH BASIN SHALL BE LOCATED AT THE EDGE OF THE COUNTY ROAD EASEMENT. THE DEVELOPERS SHALL CONTOUR THE GROUND NEAR THE CATCH BASIN SO THAT WATER WILL DRAIN INTO THE CATCH BASIN. THE ERWIN'S WILL PROVIDE ANY NECESSARY CONSENTS AND OR TEMPORARY OR PERMANENT EASEMENTS FOR THE CONSTRUCTION AND HOOK-UP TO THE C. REASNER LEGAL DRAIN. SAID CATCH BASIN SHALL BE MAINTAINED BY THE ERWIN'S AT ALL TIMES, AND SHALL NOT BE THE RESPONSIBILITY OF BOULDER CREEK DEVELOPMENT, INC. WHATSOEVER.

5. SAID DEVELOPERS AGREE TO ADD PARKING RESTRICTIONS OF COMMERCIAL VEHICLES TO BOULDER CREEK ESTATES COVENANTS.

6. SAID DEVELOPERS AGREE TO ADD AN ARTICLE TO THE COVENANTS REQUIRING THE MAINTENANCE OF ALL THE COMMON AREAS, INCLUDING MOWING OR MULCHING. MORE SPECIFICALLY, THE AREA SURROUNDING THE PROPOSED RETENTION AREA RESTRICTING THE INSTALLATION OF ANY ADDITIONAL LANDSCAPING OR PRIVACY
FENCES. SAID RESTRICTION SHALL BE FROM A LINE PERPENDICULAR TO THE SOUTH WALL OF A STORAGE STRUCTURE LOCATED ON THE ERWIN'S PROPERTY AND CONTINUING SOUTH TO SOUTHERN MOST PROPERTY LINE OF SAID DEVELOPMENT. HOWEVER, THIS ARTICLE WILL IN NO WAY LIMIT OR RESTRICT THE DEVELOPER AND OR HOMEOWNERS FROM LANDSCAPING THE SOUTH PROPERTY LINE OF SAID DEVELOPMENT (EXHIBIT B.)


8. THE HOME ON LOT #8 SHALL BE LIMITED TO A ONE-STORY STRUCTURE.

THIS AGREEMENT AND UNDERSTANDING MAY BE RECORDED AND SHALL BE BINDING TO ALL PARTIES LISTED BELOW AND TO BOULDER CREEK DEVELOPMENT, INC., ITS SUCCESSORS, HEIRS AND ASSIGNS AND THE ERWIN'S SUCCESSORS, HEIRS AND ASSIGNS. SAID AGREEMENT SHALL BE INCORPORATED AND CONVEYED IN BOULDER CREEK ESTATES DEVELOPMENT PLAN AND OR COVENANTS, ATTACHED AS EXHIBIT "C".

The undersigned persons executing this agreement on behalf of Boulder Creek Development, Inc., represent and certify that they are duly elected officers of the corporation and have been fully empowered, by proper resolution of the Board of Directors of the corporation, to execute and deliver this agreement; that the undersigned have full corporate capacity to enter into this agreement affecting the real estate described herein; and that all necessary corporate action for the action(s) taken and done.

IN WITNESS WHEREOF, the undersigned caused this agreement to be executed this 23rd day of February, 2001

[Signatures]

WILLIAM S. HOLSTEIN, OFFICER
MARK A. PRATT, OFFICER

STATE OF INDIANA )
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Steve Holstein and Mark Pratt, who acknowledged execution of the foregoing agreement for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 23rd day of February, 2001.

My Commission Expires: 12/14/01

A. Douglas Smith
Printed

Residing in Marion County, Indiana (State)
STATE OF INDIANA )
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Roger D. Erwin and F. Elizabeth Erwin, who acknowledged execution of the foregoing agreement, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 24th day of February, 2001.

My Commission Expires 12/14/01

Signature

A. Douglas Stephens

Printed Name

Notary Public

Residing in County, Marion (State)

This instrument was prepared by Roger A. Erwin, ATTorney at Law, 16 E. Main, P.O. Box 537, New Palestine, IN 46163 (317) 861-2530
A part of the West Half of the Northwest Quarter of Section 18, Township 16 North, Range 5 East, in Sugar Creek Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (said Northwest corner being witnessed by a brass bearing South 89 degrees 08 minutes 46 seconds West a distance of 5.13 feet; thence South 00 degrees 16 minutes 56 seconds West along the West line of said Northwest Quarter a distance of 115.70 feet to a brass monument marking the Northeast corner of Section 18, Township 16 North, Range 5 East; thence South 00 degrees 02 minutes 00 seconds East along the West line of said Northwest Quarter a distance of 370.27 feet to the Southern boundary of Hollycock Subdivision, Section Three as per plat thereof recorded as Instrument 662-1060 in the Office of the Recorder of said Hancock County, said point being the POINT OF BEGINNING of this description (the next two (2) calls are along the Southernly and the Easterly boundaries of said Hollycock Subdivision, Section Three); North 89 degrees 07 minutes 32 seconds East a distance of 321.52 feet; North 00 degrees 04 minutes 08 seconds East a distance of 250.65 feet to a rebar marking the Northeast corner of said Hollycock Subdivision, Section Three, and being on the Southerly boundary of Hollycock Subdivision, Section Two, as per plat thereof recorded as Instrument 791-1002 in the Office of said Recorder; thence North 09 degrees 07 minutes 36 seconds East along the Southernly boundary of Hollycock Subdivision, section Two and along the Southerly boundary of Hollycock Subdivision, Section One as per plat thereof recorded as Instrument 698-3553 and along the Easterly extension of said line a distance of 301.96 feet to the Easterly boundary of a 34 acre tract of land conveyed to Harry and Mary Ellen Agee per Instrument 568-3824 in the Office of said Recorder (the next two (2) calls are along the Easterly and Southerly boundaries of said 34 acre tract; South 00 degrees 07 minutes 38 seconds West, parallel with the East line of the West Half of said Northwest Quarter, a distance of 978.89 feet; south 89 degrees 00 minutes 48 seconds West, parallel with the North line of said Northwest Quarter, a distance of 897.62 feet to the Easterly boundary of a 0.93 acre tract of land conveyed to Roger D. & Elizabeth Erwin per Instrument 693-4585 in the Office of said Recorder; thence North 00 degrees 24 minutes 03 seconds West along the Easterly boundary of said 0.93 acre tract a distance of 115.86 feet to the Southeast corner of Hollycock Subdivision, Section Four as per plat thereof recorded as Instrument 790-1350 in the Office of said Recorder (the next call is along the Easterly boundary of said Hollycock Subdivision; Section Four); North 00 degrees 39 minutes 21 seconds West a distance of 418.54 feet; thence South 89 degrees 07 minutes 39 seconds West, a distance of 317.98 feet to a point on the West line of said Northwest Quarter; thence North 00 degrees 08 minutes 00 seconds East along said West line a distance of 189.76 feet to the point of beginning. Containing 28.052 acres, more or less. Subject, however, to all legal highways, rights of way, easements and restrictions of record.

I, the undersigned Registered Land Surveyor, hereby certify that I have prepared a Preliminary Plat of Boulder Creek as per the required specified in the Hancock County Subdivision Control Ordinance and to the best of my knowledge, information and belief this drawing is an accurate representation of that survey as defined herein.

CERTIFIED: April 29, 1999

[Signature]

PHILIP G. SIMON
REGISTERED LAND SURVEYOR
STATE OF INDIANA

EXHIBIT A

ACURA LAND SURVEYING
A DIVISION OF CONC AND GIBSON, INC.
1105 W. MAIN STREET, GREENFIELD, IN 46140 - (317) 462-4684
FAX (317) 462-1305
The undersigned, Boulder Creek Development, LLC., owners and developer of said real estate shown and described herein, do hereby lay off plat and subdivide said real estate, in accordance with the within plat.

This subdivision shall be known and designated as "BOULDER CREEK" and shall be subject to the following restrictions which shall operate as perpetual covenants.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement (D, & U. E.)" to install, lay, construct, renew, operate, maintain and remove conduits, cable, poles, poles and wires, sewers, underground, with all necessary braces, guys, anchors, and other equipment for the purpose of serving the subdivision and other property with telephone, electrical and gas, sewer and water service as a part of the respective utility systems. No permanent building or trees shall be placed on said area as shown on the plat and marked "drainage and utility easement (D, & U, E.)". Some may be used for garden, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted. The owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

1. Drainage Swales (Ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, filled, or otherwise changed without the written permission of the Drainage Board (Commissioners). Property owners must maintain these swales as sodded grass ways or other non-erosing surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7.1.47 of the Hancock County Subdivision Control Ordinance.

2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said drainage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

3. No fence, wall, hedge tree or shrub planting shall obstruct sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor street and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection to the street right-of-way lines extended. The same sight line limitation shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. The developers agree to require the maintenance of all common areas, more specifically, the areas surrounding the proposed retention area, and restrict the installation of any addition mounding or privacy fence from a line perpendicular to the South wall of a storage structure located on the property of the Erwins and continuing South to the Southern most property line of the development. However, the covenant will in no way limit or restrict the developers and or home-owners from landscaping the South property line of said development.

4. No sump pump drains or other drains shall outlet on to the street. No drainage structures shall be located within driveway limits.

5. No trees shall be planted in the road right-of-way.

6. The developer shall be the initial Architectural Control Committee, which Committee shall regulate the external design, appearance and location of residences, buildings, structures, fences, swimming pools, or other improvements placed on any lot or common area in the subdivision.

7. All lots in this subdivision shall be designated as residential lots. No lot shall be further subdivided to create additional building lots. No building shall be located nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. On Lots 9 through 15 no residence shall have the front of the structure located any further from the minimum building line than five (5) feet. The front shall be defined as the closest point of the structure to the street right-of-way. No accessory building shall be located closer to any front or side lot line than the required minimum from and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot line than 15 feet, but in no case shall it encroach upon any easement.

8. All residential construction on any lot must be complete within one (1) year after the starting date, including final grading.

9. All driveways shall be paved with concrete, asphalt, or other all-weather surface materials as approved by the owner or its assigns. No gravel or stone driveways will be permitted. Additional parking will be permitted on a lot other than the existing driveway and an appropriate turn around.

10. The parking of any type or kind of vehicle shall not be permissible upon any lot or street, other than temporary parking by guests and invitees of any owner. Except within enclosed garage, no motor home, boat, recreational vehicle of any type, semi-tractor, trailer, inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. This covenant shall in no way allow temporary parking or permanent parking on streets for which Hancock County has passed ordinances prohibiting such.

11. The minimum square footage in the Development excl-clude ground level non-story structure or 1200 than one-story shall have a two or three ex-terior entrance.

12. All lots in this subdivision models homes during a shack, boat, garage, etc purposes on any lot in will be permitted in the

13. All structures on any lot except used brick is unless specifically sub extra extensive restrictions a

14. No construction shall be (including, without tim pools and walkways) be on any lot in this plat plan showing the lots, location and drainage, the Architectural Control Committee may approved in writing by and extensive analysis, and deliver to the conformity of the complete set of plans submitted. There shall All such plans shall be submitted by the landscape architect (including sizes and flowers). The des environment and eco Committee.

15. Outbuildings and their Outbuildings shall be the lot on which the outbuilding. No outbuilding areas shall be incorporated into the overall plan.

16. During, and at the conclusion of construction, all structures shall be kept neat and clean without limiting the lot within forty-eight (48) committee.

17. All water systems and septic regulations or procedures shall be followed.

18. All lots on which const construction, the structure or addition of any unique or unusual character shall be approved by the Architectural Committee.

19. No noisy or offensive No satellite dish or container shall be placed within the area in a manner that would interfere with the enjoyment of the property owners.

20. Devices for solar tech shall be approved by the Architectural Control Committee.

21. In-ground swimming pools shall be permitted.

22. No animals, livestock, dogs, cats or other pets shall be kept on any lot in the subdivision, except for pets that are companion animals.

23. Fencing shall not exceed the rear of the property fence shall be posted at least 4 feet high.

24. Architectural fences shall be posted at least 4 feet high.
11. The minimum square footage of living space of dwellings constructed of various residential lots in the Development excluding of porches, terraces, garages, carports, accessory buildings or basement below ground level shall contain no less than 1800 square feet of ground floor living area for a one story structure or 1200 square feet of ground floor area if higher than one-story, provided that higher than one-story shall have a minimum of 2000 square feet total living area and each dwelling shall have a two or three car attached garage.

12. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and promotion of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in this subdivision.

13. All structures on any lot in the subdivision shall be constructed with substantially all new material, except used brick is acceptable, and no used structures shall be relocated or placed on any such tract unless specifically submitted and approved by the Architectural Control Committee, which may make extensive restrictions concerning the same.

14. No construction shall be commenced, nor shall any building, structure or their improvements (including, without limitation, but not limited to landscaping, fences, walls, driveways, swimming pools and walkways) be erected, installed, removed, placed or altered (including changes in exterior on any lot in this plat until the building plans, specifications and site plans (hereinafter referred to as plans) showing the location thereof and all improvements proposed, including driveway size and location and drainage, color and composition of all exterior materials to be used shall be submitted to the Architectural Control Committee with any other information and material the Architectural Control Committee may require. Such material is to be submitted in writing by the lot owner, and approved in writing by the Architectural Control Committee as to the compatibility of the interior and exterior design, appearance and location of the same with existing structures in this plat, and as to the conformity of the same with the intent of the covenants and restrictions set herein. Two (2) complete sets of plans and specifications for any such proposed construction or improvement shall be submitted. There shall also be submitted, where applicable, any permits or reports required by law. All such plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect (other than landscaping plans that do not contemplate any construction other than planting trees, shrubbery and flowers). The destruction of trees and vegetation and any other matter as may affect the environment and ecology of this subdivision shall be the proper concern of the Architectural Control Committee.

15. Outbuildings and their location must be approved by the Architectural Control Committee. Outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the outbuilding is being built. Metal outbuildings shall not be permitted in any event. No outbuildings shall be permitted on lots 7 through 12. On lots 7 through 12 the storage areas shall be incorporated into the residence.

16. During, and at the conclusion of, the period of any construction activity on a lot, the builder performing such construction shall be required to keep his construction activity confined to such lot and shall keep all streets adjacent to such lot free of materials and debris and in a clean state. Without limiting the foregoing general requirements, a builder shall clean such adjacent streets within forty-eight (48) hours of any specific request therefore made by the Architectural Control Committee.

17. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.

18. All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.

19. No obnoxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash will be kept in containers approved by the Architectural Control Committee which are not visible from the street, except on collection day.

20. No satellite dish or communication tower/antenna shall be allowed. Any tv reception antenna shall be placed within the attic of the main residence.

21. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.

22. In-ground swimming pools shall be placed behind the residence. Above ground pools will not be permitted.

23. No animals, large or small, are allowed. A control board shall be formed and any agreements made with association shall be binding on all property owners.
25. The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for a mailbox which shall be standard for all mailboxes in this subdivision. These mailboxes will be purchased by the builder and maintained by the owner.

26. The Architectural Control Committee shall require a standardized yard light for each residence and shall establish a design, material, color specification and location of each yard light and shall be standard for all yard lights in this subdivision. These yard lights will be purchased by the builder and maintained by the owner. Each yard light will be operated by a dusk-to-dawn photo-cell maintained by the owner.

27. All homes in the subdivision shall be built by custom builders approved by the Developer. No modular on concrete homes will be permitted in this subdivision. No aluminum or vinyl siding shall be permitted.

28. All building plans, site plans, and landscape plans shall be submitted to the Architectural Control Committee for approval at least 2 weeks prior to starting construction, and prior to applying for the building permit.

29. Fireplaces. All exterior wall chases are to be brick or other masonry material.

30. Homeowners Association. Each lot owner shall be required to join the Homeowners Association for the purposes outlined in the Homeowners Association By-laws. The Homeowners Association shall be required to maintain all common areas, more specifically and inclusive, the areas surrounding the retention pond.

31. ENFORCEMENT OF COVENANTS: The covenants may be enforced by any owner of any of the real estate in this subdivision, including the developer and Mr. and Mrs. Roger Brown and their heirs, an interested party. However, at such time as the developer no longer owns any property contained in this subdivision, the developer no longer has any right, obligation or standing to enforce any covenant herein.

32. SEVERABILITY: Every one of the restrictions is hereby declared to be independent of any 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 restriction shall be held to be invalid or to be unenforceable, or to lack the quality of running with land that the holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to the several owners of the several lots in this subdivision, to their heirs and assigns. The cost of enforcement of any violation of these covenants, including any reasonable expenses and attorneys' fees, shall be paid by any owner of any lot or property found to be in violation of these covenants.

33. There is hereby established on this plat Block B for the purpose of creating a lake for drainage purposes. The lake and the surrounding real estate within Block B shall be maintained by the Homeowner's Association. The Hancock County Surveyor and/or his agents shall have the right and the responsibility to enter onto Block B for the purpose of maintaining, repairing or replacing the drainage system and structures which lie within Block B.

34. There is hereby established on this plat Block A for the purpose of creating a landscape area which shall be maintained by the Homeowner's Association. Block A shall also serve as a drainage and utility easement.

35. Open channel and tile drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.

36. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Hancock County Drainage Board.

37. The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.

38. No trees or shrubs shall be planted, nor any structures erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer.
BOULDER CREEK

SECTION 19, T15N, R6E (SUGAR CREEK TOWNSHIP)

SIGNATURES

We, BOULDER CREEK DEVELOPMENT, INC., do hereby certify that we are the owners of the real estate described in the above caption and that as such owners, we have caused the said above described real estate to be surveyed and subdivided as shown on the herein drawn plat as my free and voluntary act and deed.

[Signature]

Secretary/Manager

State of Indiana

County of Hancock

I, Kevin G. Harvey, a Notary Public in and for said County and State, do hereby certify that Mark Pratt, personally known to me to be the same persons whose names are subscribed to the above certificate appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of December, 2001


County of residence: Hancock

Signature: [Signature] Printed Name: Kevin G. Harvey

Approved by the HANCOCK COUNTY AREA PLAN COMMISSION
this 23rd day of November, 2001

[Signature]

Plan Commission Chairperson

[Signature]

Plan Commission Director

Approved by the HANCOCK COUNTY AREA COMMISSIONERS
this 15th day of December, 2001

[Signature]