MOHAWK CROSSING, LTD., an Indiana limited partnership

("Developer") has executed this Declaration of Covenants and Restrictions ("Declaration") this 20th day of September, 1978, for the purpose of (1) establishing minimum standards pertaining to the development, use and maintenance of certain real estate in Hamilton County, Indiana, described in Exhibit A attached hereto, incorporated herein and referred to herein as "Mohawk Crossing - Section One" and (4) insuring the stability of land and improvement values in Mohawk Crossing - Section One; and by such execution, Developer as the owner of Mohawk Crossing - Section One declares that the standards, covenants and restrictions contained in this Declaration shall be imposed on, apply to and run with the real estate described in Exhibit A and shall inure to the benefit of and be a charge upon the owners and occupants of such real estate.

A plat of the real estate described in Exhibit A has been recorded in Plat Book 7, Page 001-10/1 in the Office of the Recorder of Hamilton County, Indiana, and all references herein to the "Plat" are to such recorded plat.

References to "Mohawk Crossing" herein are to Section One and so much of the balance of the real estate described in Exhibit A attached hereto which is platted for single-family residential purposes. This instrument recorded January 16, 1979.

The following standards, covenants and restrictions are established for Mohawk Crossing - Section One:

1. Land Use. Lots may be used only for residential purposes and only one single-family dwelling, a private garage and other such outbuildings usual and incidental to the use of
a residential lot may be constructed thereon. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of houses in Mohawk Crossing - Section One than the number of original lots shown on the Plat.

2. Building Control. Prior to construction of any structure upon a lot, the building plans therefor, including plot plans, site storm drainage and grading plan, specifications, plan for landscaping and any other data or information which may be requested, must be submitted to the building committee of Mohawk Crossing (the "Building Committee") for its approval, said approval to be evidenced by a written instrument executed by a majority of the Building Committee and delivered to the person or persons requesting such approval.

3. Building Committee. The Building Committee shall consist of three members who shall initially be Tom C. Huston, Jack Dugan, and George P. Sweet. In the event of the death, disability or resignation of any of the aforementioned members, the remaining member or members are authorized to select the successor or successors to fill the vacancy or vacancies created. If the undersigned files for and obtains a determination letter from the Secretary of Housing and Urban Development that the sale of lots in Mohawk Crossing is exempt from the registration requirements of The Interstate Land Sales Full Disclosure Act, then commencing (i) three (3) years after the date of the first sale of a lot in Mohawk Crossing, or (ii) when thirty percent (30%) of the lots in Mohawk Crossing are sold, whichever first occurs, a majority of the members of the Building Committee shall be persons who are elected by purchasers of lots in Mohawk Crossing. If no such determination letter is filed for or obtained, then from and after the date upon which the last lot in Mohawk Crossing is sold by the undersigned,
its successor or assigns, all members of the Building Committee shall be elected annually by owners of lots in Mohawk Crossing in such manner as such owners among themselves may determine. A majority of the members of the Building Committee constitutes a quorum for the transaction of business and the decision of a majority is controlling and final.

The Building Committee is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures, whether the building and property set-back lines are in conformity with applicable plat requirements, and whether the proposed site storm drainage plan conforms to the over-all project and lot drainage plan as specified in the approved final construction plans for Mohawk Crossing. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) days after submission, the Building Committee is deemed to have approved such plans.

4. **Dwelling Size.** No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 1,600 square feet, if a one-story structure, or 1,000 square feet if a higher structure, but in the case of a building higher than one-story, there must also be at least 300 square feet in addition to the ground floor area. In no event shall any residence have a floor area of less than 1,600 square feet.

5. **Temporary Structures.** No trailer, shack, tent, boat, basement, 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.

6. **Building Location and Grade Line Elevation.** No building may be erected between the building line shown on the Plat and the front lot line; and no structure or part thereof may be built or erected nearer than 10 feet to any side yard line or nearer than 20 feet to any rear lot line. A minimum grade line elevation, shown on the Plat, is hereby established for each lot and no grade line can be constructed lower than said minimum without the written consent of the Building Committee and the Building Commissioner of the City of Carmel. Demonstration of adequate storm water drainage with both on-lot and overall project drainage plans shall be a prime requisite of alternative grade line elevations. Before building commences, said grade line shall be physically checked on the lot and certified by a licensed professional engineer or a licensed land surveyor.

7. **Building Completion.** Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building process, and if not completed within such time, then the Building Committee may re-enter, take possession of said lot, without notice, and sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

8. **Easements for Drainage, Sewer, Utilities and Access.** Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the Plat, which are reserved for the use of lot owners, the owners from time to time of any other portions of the real estate described in Exhibit B, public utility
companies and governmental agencies as follows: (a) Drainage easements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterfall. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Developer. Said easements are for the mutual use and benefit of the owners of all lots in Mohawk Crossing and of any other land described in Exhibit B. (b) Sewer easements (SE) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designed to serve Mohawk Crossing and adjacent areas for the purpose of installation and maintenance of sewers that are a part of said system. (c) Utility easements (UE) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. (d) Access easements (AE) are created for the reasonable use by pedestrians and persons riding non-motorized vehicles only for ingress and egress to and from adjoining property. The owner of a lot which is subject to an access easement shall maintain such easement in a sightly condition and in proper repair. All such easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall
be built on any drainage, sewer, utility or access easement
except that a paved driveway may cross sewer and utility eas-
ements which abut T. C. Steele Lane or Limberlost Drive.

9. **Driveways.** All driveways shall be paved and main-
tained dust free.

10. **Vehicle Parking.** No camper, motor home, truck,
trailer or boat may be parked or stored overnight or longer
on any lot in open public view.

11. **Yard Lights.** Until such time as municipally owned
and operated street lights are installed in Mohawk Crossing,
each resident must provide and maintain on his lot a front
yard light which must operate from dusk to dawn. The location,
size and type of light are subject to the approval of the
Building Committee.

12. **Signs.** No sign of any kind shall be displayed to
the public view of any lot except that one sign of not more
than five (5) square feet may be displayed at any time for the
purpose of advertising the property for sale or for rent, or
may be displayed by a builder to advertise the property during
construction and sale.

13. **Fencing.** No fence, wall, hedge or shrub planting
higher than 18 inches shall be permitted between the front
property line and the front building set-back line except where
such planting is part of house landscaping and the prime root
thereof is within four feet of the house.

14. **Vegetation.** Lot owners shall not permit the growth
of weeds and volunteer trees and bushes, and shall keep their
lots reasonably clear from such unsightly growth at all times.
Failure to comply shall warrant any land owner in Mohawk Cross-
ing to cut weeds and clear the lot of such growth at the ex-
pense of the lot owner, and such land owner shall have a lien
against said real estate for the expense thereof.
15. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

16. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

17. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

18. **Storage Tanks.** Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

19. **Detention Area.** During periods of significant rainfall, water will temporarily collect and be drained in the area designated on the Plat as Storm Water Detention Area (the "Detention Area"). No structures or personal property shall be placed within such area which could be subject to water damage or which would restrict storm water flow. No earth fill or other material shall be placed within the Detention Area which would alter, obstruct or affect the storm water storage capacity or function of the Detention Area. A portion of the Detention Area is located on lots 23, 24 and 25. The owners of all lots upon which the Detention Area is located shall maintain so much of the Detention Area as is located on their respective lots in a clean and sanitary condition at all times. The Building Committee may, but shall not be obligated
to, assume responsibility for the maintenance of the Detention Area, but the cost thereof shall remain the responsibility of the owners of the lots upon which the Detention Area is located. If the Building Committee so determines, it may assess the cost of such maintenance to such owners and collect the amounts so assessed in the manner hereinafter provided in the case of assessments.

20. Entry Ways. Lots 1 and 25 are subject to easements for entry signs as shown on the Plat (ESE) which are created for the benefit of all lots in Mohawk Crossing for the purpose of the establishment of Entry Ways. The entry sign easements are part of the Entry Way at 126th Street and Limberlost Drive. The owners of lots 1 and 25 shall maintain so much of the Entry Way as is located upon their respective lots and the portion thereof abutting their respective lots to the centerline of adjacent public rights-of-way, and shall bear the cost thereof. "Entry Way" is defined to mean the structures constructed by the developer as an entrance to Mohawk Crossing (exclusive of the street, pavement, curbs, and drainage structures and tile), the grassy areas surrounding such structures which are not a part of the lot to which they abut, and the entry sign easements as shown on the Plat. Entry Ways shall be maintained by the lot owners responsible therefor in the condition in which they were originally installed reasonable wear and tear, the effects of the elements and time, and loss by casualty or condemnation excepted. Grass, trees, shrubs and other plantings constituting a part of the Entry Way shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Mohawk Crossing. The Building Committee may, but shall not be obligated to, assume responsibility for the maintenance of Entry Ways, but the cost thereof shall remain
the responsibility of the owners of the aforementioned lots.

If the Building Committee so determines, it may assess the cost of such maintenance to such owners and collect the amounts so assessed in the manner hereinafter provided in the case of assessments.

21. **Mailboxes.** All mailboxes installed at the street to service lots in Mohawk Crossing shall be uniform and shall be of a type, color and manufacture approved by the Building Committee. Such mailboxes shall be installed upon posts approved as to type, size and location by the Building Committee.

22. **Assessments.** The Building Committee may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of a lot owner hereunder but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity.

23. **Lien for Assessments.** Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in the manner herein provided. All such assessments, together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than
eighteen percent (18%) per annum to be established by the Building Committee. The Building Committee or any member thereof shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment plus any expenses or costs, including attorneys' fees, incurred by the Building Committee or such member in collecting the same. If the Building Committee has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Building Committee may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due or from the lien thereof.

The Building Committee shall, upon demand, at any time, furnish a certificate in writing signed by a member of the Building Committee that the assessments on a lot have been paid or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
Any easement granted herein or any property shown on the
plat as dedicated and intended for acceptance by the local
public authority and devoted for public use shall be exempt
from the assessments, charge and lien created herein.

24. **Enforcement.** The right to enforce each of the for-
    going restrictions by injunction, together with the right to
    cause the removal by due process of law of structures erected
    or maintained in violation thereof, is reserved to the Building
    Committee, the owners of the lots in Mohawk Crossing and of
    any other portion of the land described in Exhibit B, their
    heirs and assigns and to the Carmel-Clay Plan Commission,
    their successors or assigns, who are entitled to such relief
    without being required to show any damage of any kind to the
    Building Committee, any owner or owners, or such Commission
    by or through any such violation or attempted violation.

25. **Severability.** Invalidation of any of these cova-
    nants and restrictions or any part thereof by judgment or court
    order shall not affect or render the remainder of said cova-
    nants and restrictions invalid or inoperative.

26. **General Provisions.** This Declaration may be
    amended at any time by the owners of at least two-thirds of
    the lots in Mohawk Crossing which includes not less than a
    majority of the owners of lots in Mohawk Crossing - Section
    One. Each such amendment must be evidenced by a written in-
    strument signed and acknowledged by the owner or owners con-
    curring therein, setting forth facts sufficient to indicate
    compliance with this paragraph, and recorded in the Hamilton
    County Recorder's Office.

Except as the same may be amended from time to time, the
foregoing restrictions will be in full force and effect until
December 31, 2003, at which time they will be automatically
extended for successive period of ten years, unless by a vote of the majority of the then owners it is agreed that these Covenants shall terminate in whole or in part.

As used herein, the term "lot" means a lot depicted on the Plat.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

MOHAWK CROSSING, LTD.

By [Signature]

Tom Charles Huston
General Manager

STATE OF INDIANA )
COUNTY OF MARION ) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Tom Charles Huston, General Manager of Mohawk Crossing, Ltd., an Indiana limited partnership, and acknowledged execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this 7th day of September, 1978.

[Notary Public]

Notary Public Residing in Marion County

My Commission Expires: July 21, 1981

This instrument prepared by Tom Charles Huston, Attorney-at-Law, 1313 Merchants Bank Building, Indianapolis, Indiana 46204.
EXHIBIT A

TRACT 1: Part of the Southwest Quarter of Section 28, Township 10 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of Section 28, Township 10 North, Range 4 East; thence North 00 degrees 00 minutes 00 seconds, (assumed bearing) on and along the West line of said Southwest Quarter 297.52 feet; thence North 69 degrees 32 minutes 04 seconds East 330.81 feet; thence North 00 degrees 15 minutes 24 seconds West 331.26 feet; thence South 88 degrees 49 minutes 05 seconds East 1033.40 feet; thence South 00 degrees 04 minutes 26 seconds West 586.05 feet to the South line of said Southwest Quarter; thence North 69 degrees 41 minutes 03 seconds West on and along aforesaid South line 1389.40 feet to the place of beginning.
EXHIBIT B

TRACT XII: Part of the Southwest Quarter of Section 28, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the southwest corner of said Southwest Quarter; thence along the west line of said Southwest Quarter north 00 degrees 00 minutes 00 seconds east (assumed bearing) 2665.29 feet to the northeast corner thereof; thence along the north line of said Southwest Quarter south 00 degrees 48 minutes 26 seconds east 1392.88 feet to a point which lies north 89 degrees 48 minutes 26 seconds west 1392.88 feet from the northeast corner thereof; thence south 00 degrees 04 minutes 26 seconds west 2643.28 feet (along the west line of the land conveyed to William L. Mosbaugh and Sharon Mosbaugh by Warranty Deed recorded on August 24, 1976 as Instrument #21136 in Book 290 on page 707 in the Office of the Recorder of said County; and along the westerly line of the three tracts conveyed to Carmel-Clay Schools by Warranty Deeds recorded on January 31, 1975 as Instrument #1798 in Book 279 on page 775 and on February 11, 1974 as Instrument 1011 in Book 272 on page 63 and on February 26, 1973 as Instrument 137 in Book 264 on page 99 in said Office) and along the west line of land conveyed to Carmel Valley School Building Corporation by a Warranty Deed recorded as Instrument 711 on August 23, 1972 in Book 260 on page 224 in said Office to a point on the south line of said Southwest Quarter, said point bears north 89 degrees 41 minutes 03 seconds west 1328.53 feet from the southeast corner thereof; thence north 89 degrees 41 minutes 03 seconds west along the said South line 1328.53 feet to the place of beginning, containing 84.529 acres, more or less.

EXCEPTING THEREFROM the following described real estate:

This Instrument Recorded \[\text{Mary 16, 1976}\]
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

TRACT XI: Part of the Southwest Quarter of Section 28, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the southwest corner of the Southwest Quarter of Section 28, Township 18 North, Range 4 East; thence north 00 degrees 00 minutes 00 seconds (assumed bearing) on and along the west line of said Southwest Quarter 267.53 feet; thence north 89 degrees 32 minutes 04 seconds east 560.61 feet; thence north 00 degrees 15 minutes 24 seconds west 321.26 feet; thence south 88 degrees 49 minutes 05 seconds east 1055.40 feet; thence south 00 degrees 46 minutes 26 seconds west 598.05 feet; thence north 89 degrees 41 minutes 03 seconds west on and along aforesaid South line 1396.48 feet to the place of beginning.
SUPPLEMENTARY DECLARATION OF RESTRICTIONS
Mohawk Crossing
Sections One and Two

22136

MOHAWK CROSSING, LTD., an Indiana limited partnership; PATE BROS., INC., an Indiana corporation; PAUL R. HAAGSMA; FRED NELSON COMPANY, INC., an Indiana corporation; R. A. DINE; and REX A. WEIPER CORP., an Indiana corporation; for valuable consideration, hereby establish the following standards, covenants and restrictions with respect to the real estate in Hamilton County, Indiana, described in Exhibit A attached hereto and incorporated herein (the "Lots"), which standards, covenants and restrictions shall be imposed on, apply to and run with the Lots and shall inure to the benefit of and be a charge upon the owners and occupants thereof.

1. The builder of a home on a Lot shall install along the entire length of the east boundary thereof a wooden fence approved by the Building Committee established by the Declaration of Covenants and Restrictions referred to below, and no owner of a Lot upon which such a fence has been constructed shall remove, alter, paint or stain such fence without the prior approval of such Building Committee. Each such owner shall maintain the fence located upon its Lot in good condition and repair as originally installed.

2. This Supplementary Declaration shall be deemed an amendment to (i) the Declaration of Covenants and Restrictions for Mohawk Crossing, Section One, recorded in Book 312, page 202, et seq. in the Office of the Recorder of Hamilton County, Indiana, and (ii) the Declaration of Covenants and Restrictions for Mohawk Crossing, Section Two, recorded in Book 150, page 647, et seq. in the Office of such Recorder; and this Supplementary Declaration shall be construed and enforced as provided in such Declarations.

IN WITNESS WHEREOF, this Supplementary Declaration has been executed as of the 1st day of November, 1980.

MOHAWK CROSSING, LTD.

By /s/ Tom Charles Huston

General Manager

PATE BROS., INC.

By /s/ Paul R. Haagsma

(Printed)
FRED NELSON Company, INC.

By

E. C. Wilson (printed)

Its President

R. A. Dine

REX A. WEIGER CORP.

By

Rex. A. Weiger

Its President (printed)

STATE OF INDIANA } SS:
COUNTY OF MARION }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, General Manager of Mohawk Crossing, Lcd., an Indiana limited partnership, and acknowledged the execution of the foregoing "Supplementary Declaration of Restrictions" for and on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this ___ day of 1980.

Notary Public Residing in

(printed signature)

STATE OF INDIANA } SS:
COUNTY OF ____________ }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred A. Wilson of Fred Bros., Inc., an Indiana corporation, and acknowledged the execution of the foregoing "Supplementary Declaration of Restrictions" for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this ___ day of ____________ 1980, 1981

Notary Public Residing in

(printed signature)