WOODACRE - SECTION I

COVENANTS

THE UNDERSIGNED, OWNERS OF RECORD OF THE FOREGOING REAL ESTATE LOCATED IN MARION COUNTY, STATE OF INDIANA, TO BE KNOWN AS WOODACRE, SECTION I, HEREBY PLAN AND SUBDIVIDE THE SAME IN ACCORDANCE WITH THE PLAT AND CERTIFICATE.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS WOODACRE, SECTION I AN ADDITION IN MARION COUNTY, INDIANA.

THERE ARE AREAS SHOWN ON THE PLAT ALONG POTTERS PIKE LABELED AS PUBLIC RIGHT-OF-WAY. THE AREAS SO LABELED, IF NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO PUBLIC USE.

THERE ARE STRIPS OF GROUND MARKED UTILITY EASEMENTS SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION AND MAINTENANCE OF POLES, MAINS, SEWERS, DRAINS, DUCTS, LINES AND WIRES. 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 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 THE PLAT WHICH ARE HEREBY RESERVED TO THE CITY OF INDIANAPOLIS, AND ITS DEPARTMENT OF PUBLIC WORKS, FOR THE INSTALLATION AND MAINTENANCE OF SWALES, DITCHES, PIPES, DRAINS, MANHOLES, DETENTION OR RETENTION AREAS, OR OTHER DRAINAGE FACILITIES. PURCHASERS OF LOTS IN THIS SUBDIVISION SHALL TAKE TITLE SUBJECT TO THE EASEMENTS HEREBY CREATED AND NO PERMANENT STRUCTURE OF ANY KIND, AND NO PART THEREOF, EXCEPT FENCES WHICH DO NOT RETARD OR IMPED 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 CONDITION THAT THE FLOW OF STORM DRAINAGE WATERS ON, ACROSS, AND FROM SUCH 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 SUCH 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 INDIANAPOLIS, THE CITY OF INDIANAPOLIS IS HEREBY GIVEN THE RIGHT TO OBTAIN ACCESS TO SUCH AREAS TO PERFORM MAINTENANCE, AND TO PERFORM SUCH MAINTENANCE AS MAY BE NECESSARY TO PROTECT SAID 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 REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THE PLAT ISSUED BY THAT DEPARTMENT. FAILURE TO SO COMPLY INCLUDING FAILURE TO COMPLY WITH DEPARTMENT OF PUBLIC WORKS AND FEDERAL HOUSING ADMINISTRATION LOT GRADING REGULATIONS AND RECOMMENDATIONS OR CONSTRUCTION OF ANY BUILDING AREA INCLUDING BASEMENTS OR LOWER LEVELS OF MULTI-LEVEL HOMES BELOW THE MINIMUM PAD ELEVATION SHOWN ON THE DRAINAGE PLAN SHALL OPERATE AS A WAIVER AND RELEASE OF THE DEVELOPER, HIS ENGINEER AND AGENT FROM ALL LIABILITY AS TO DAMAGE CAUSED BY STORM WATERS OR STORM DRAINAGE OR SUBSURFACE WATERS.

FURTHER, THERE ARE EASEMENTS AND SERVITUDES UPON THE LAND WITHIN THE PLAT IN FAVOR OF SURFACE WATER RUNOFF ALONG NATURAL VALLEYS AND DRAINAGE CHANNELS, BEARING 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 LAND AND MAINTAIN OR RELOCATE 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.

ROADWAY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN ON THE PLAT FOR PURPOSES OF PROVIDING ACCESS TO THE LOTS BOUND ON SUCH EASEMENTS.
IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE PLAT AT ALL TIMES TO COMPLY WITH THE PROVISIONS OF THE DRAINAGE PLAN AS APPROVED BY THIS PLAN BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF COMMUNITY. IT IS THE REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THE PLAT ISSUED BY THAT DEPARTMENT. FAILURE TO 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 AREA INCLUDING BASEMENTS OR LOWER LEVELS OF MULTI-LEVEL HOMES BELOW THE MINIMUM FLOOD ELEVATION SHOWN ON THE DRAINAGE PLAN SHALL RESULT AS A WAIVER AND RELEASE OF THE DEVELOPER, HIS ENGINEER AND AGENT FROM ALL LIABILITY AS TO DAMAGE CAUSED BY STORMWATERS OR STORM DRAINAGE WATER OR SUBSURFACE WATERS.

FURTHER, THERE ARE EASEMENTS AND SERVITUDES UPON THE LAND WITHIN THE PLAT IN FAVOR OF SURFACE WATER Runoffs 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 LAND AND MAINTAIN OR RELOCATE 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.

ROADWAY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN ON THE PLAT FOR PURPOSES OF PROVIDING ACCESS TO THE LOTS ADJACENT TO SUCH EASEMENTS. THE ROADWAY FACILITIES CONSTRUCTED ON SAID ROADWAY EASEMENTS SHALL BE OWNED BY THE OWNERS OF LOTS 1 THROUGH 20 INCLUSIVE, HEREAFTER REFERRED TO AS LOTS SERVED BY ROADWAY EASEMENTS. THE STREETS AND EASEMENTS MAY BE DEDICATED TO THE PUBLIC BY THE ARCHITECTURAL REVIEW COMMITTEE, ACTING ON BEHALF OF THE LOTS SERVED BY ROADWAY EASEMENTS, IF THE STREETS ARE ACCEPTABLE TO THE PUBLIC AUTHORITY RECEIVING THEM, AND PROVIDED FURTHER THAT IMPROVEMENTS FOR THE PURPOSES OF DEDICATION AND THE ASSESSMENT FOR THE COSTS OF CONSTRUCTION OF SAID IMPROVEMENTS TO SAID OWNERS SERVED BY ROADWAY EASEMENTS SHALL BE SUBJECT TO THE APPROVAL OF TWO-THIRDS OF THE OWNERS OF LOTS SERVED BY ROADWAY EASEMENTS. THE OWNERS OF LOTS SERVED BY ROADWAY EASEMENTS SHALL MAINTAIN THE STREETS IN A CLEAN, SAFE, REPAIRED AND SANITARY CONDITION AT ALL TIMES AND EACH OWNER SHALL BEAR 1/20 OF THE COST THEREOF. THE ARCHITECTURAL REVIEW COMMITTEE MAY, BUT SHALL NOT BE OBLIGATED TO ASSUME RESPONSIBILITY FOR THE MAINTENANCE OF THE STREETS, BUT THE COST THEREOF SHALL REMAIN THE RESPONSIBILITY OF THE OWNERS SERVED BY ROADWAY EASEMENTS. IF THE ARCHITECTURAL REVIEW COMMITTEE SO DETERMINES IT MAY ASSESS THE COST OF SUCH MAINTENANCE TO SUCH OWNERS OF ROADWAY EASEMENTS AND COLLECT THE AMOUNTS SO ASSESSED IN A MANNER HEREAFTER PROVIDED IN THE CASE OF SUCH ASSESSMENTS.

FURTHER, THE PERMANENT ROADWAY EASEMENTS AS SHOWN ON THE PLAT, INCLUDING THE EMERGENCY ROADWAY EASEMENT AS SHOWN ON THE PLAT, ARE HEREBY DEDICATED TO THE USE OF EMERGENCY VEHICLES. NO OWNER SHALL DO ANYTHING TO RESTRICT THE USE OF SUCH EASEMENTS FOR THEIR INTENDED PURPOSES, AND SHALL BUILD NO FENCES THEREON.

THERE ARE AREAS OF GROUND SHOWN ON THIS PLAT MARKED "RECREATION EASEMENT". SAID EASEMENTS ARE HEREBY RESERVED FOR THE EXCLUSIVE USE AND ENJOYMENT OF THE OWNERS OF LOTS WITHIN THIS SUBDIVISION, THE IMMEDIATE MEMBERS OF THEIR FAMILY, AND THEIR INVITEES.

THE LOTS OF THIS SUBDIVISION AND THE USE OF THE LOTS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS, WHICH 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 OR ROADWAY EASEMENT LINES THERE SHALL BE ERECTED, PLACED OR ALTERED NO STRUCTURE OR PART THEREOF. THE BUILDING LINES WHICH ARE FROM PUBLIC RIGHT-OF-WAY LINES ARE PARALLEL TO AND MEASURED PERPENDICULARLY FROM THE PUBLIC RIGHT-OF-WAY LINES. BUILDING LINES WHICH ARE FROM THE ROADWAY EASEMENTS ARE PARALLEL TO AND MEASURED PERPENDICULARLY FROM THE CENTERLINE OF THE ROADWAY EASEMENT UNLESS OTHERWISE DIMENSIONED.
2. Lots may be used only for residential purposes, and only one single-family dwelling, a private garage and other such out buildings 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 thereon than the number of lots originally platted. No multi-family dwellings shall be constructed, and no further development shall be permitted beyond twenty-one single-family residences.

3. All lots in this subdivision shall be designated as residential lots.

4. Every single-family dwelling erected, placed or altered on any lot within this subdivision shall have a minimum living area, exclusive of open porches unfinished basements, and attached garages or carports of 2,100 square feet. In the case of a structure of more than one story, at least 1,100 square feet of the required minimum living area shall be on the first floor.

5. Each single-family residence constructed on any lot within the subdivision shall include at a minimum a two-car garage. The first ten feet of the individual driveway, measured longitudinally from the edge of the access roadway pavement, shall be a hard surface constructed of either asphalt or concrete.

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.

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 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 in whole or in part destroyed by fire, windstorm or for 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 in 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 that they are not kept, bred or maintained for any commercial purpose.

12. No signs of any nature, kind or description (including incidental signs as regulated in Section 2.18 of the dwelling district zoning ordinance of Marion County, Indiana, 66-AO-2, as amended) shall be erected, placed or maintained on any lot which identify, advertise or in any way describe the existence or conduct of a home occupation which may otherwise be permitted by law to exist on any such lot. Further, no home occupation shall be conducted or maintained on any lot other than one which is incidental to a business, profession or occupation of the owner or occupant.
10. ANY TASK FOR THE STORAGE OF FULL 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, BREED OR KEPT ON ANY LOT, EXCEPT DOGS, CATS OR OTHER ANIMALS GENERALLY AND CUSTOMARILY RECOGNIZED AS HOUSEHOLD PETS; PROVIDED THAT THEY ARE NOT KEPT, BREED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

12. NO SIGNS OF ANY NATURE, KIND OR DESCRIPTION (INCLUDING INCIDENTAL SIGNS AS REGULATED IN SECTION 2.18 OF THE DWELLING DISTRICT ZONING ORDINANCE OF MARION COUNTY, INDIANA, 66-AO-2, AS AMENDED) SHALL BE ERECTED, PLACED OR MAINTAINED ON ANY LOT WHICH IDENTIFY, ADVERTISE OR IN ANY WAY DESCRIBE THE EXISTENCE OR CONDUCT OF A HOME OCCUPATION WHICH MAY OTHERWISE BE PERMITTED BY LAW TO EXIST ON ANY SUCH LOT. FURTHER, NO HOME OCCUPATION SHALL BE CONDUCTED OR MAINTAINED ON ANY LOT OTHER THAN ONE WHICH IS INCIDENTAL TO A BUSINESS, PROFESSION OR OCCUPATION OF THE OWNER OR OCCUPANT OF ANY LOT AND WHICH IS GENERALLY AND REGULARLY CONDUCTED AT ANOTHER LOCATION AWAY FROM SUCH LOT.

13. NO USE SHALL BE MADE OF ANY LOT IN THIS PROJECT EXCEPT AS PERMITTED BY THE DWELLING DISTRICT ONE REGULATIONS OF THE DWELLING DISTRICTS ZONING ORDINANCE OF MARION COUNTY, AS AMENDED.

14. ANY USE OF ANY LOT IN THIS PROJECT SHALL BE IN CONFORMITY WITH THE DEVELOPMENT STANDARDS OF THE DWELLING DISTRICT ONE REGULATIONS OF THE DWELLING DISTRICTS ZONING ORDINANCE OF MARION COUNTY, AS AMENDED, TOGETHER WITH SUCH FURTHER OR HIGHER DEVELOPMENT STANDARDS AS ARE SPECIFICALLY CONTAINED IN THIS PLAT OR OTHERWISE REQUIRED BY THESE COVENANTS.

15. AT THE TIME OF CONSTRUCTION OF ANY RESIDENCE, PROTECTIVE BARRIERS, CONSISTING OF SNOW FENCES OR BALED STRAW, SHALL BE PROVIDED AT A LOCATION FROM TEN (10) TO FIFTEEN (15) FEET FROM THE PERIMETER OF SAID PROPOSED RESIDENCES AND VEGETATION FROM CONSTRUCTION DAMAGE. NO MACHINERY OR EQUIPMENT EXCEPT AS SHALL BE NECESSARY TO INSTALL UTILITY SERVICES SHALL BE DRIVEN UPON OR THROUGH THE PROTECTED AREA, NOR SHALL MACHINERY, EQUIPMENT OR MATERIALS BE PARKED OR STORED THEREIN.

COVENANTS (CON'T)

17. PRIOR TO CONSTRUCTION OF ANY STRUCTURE UPON A LOT, THE BUILDING PLANS THEREFORE, INCLUDING PLOT PLANS, SPECIFICATIONS, PLANS FOR LANDSCAPING, AND ANY OTHER DATA OR INFORMATION WHICH MAY BE REQUESTED MUST BE SUBMITTED TO THE ARCHITECTURAL REVIEW COMMITTEE FOR ITS APPROVAL. APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE WILL BE EVIDENCED BY A WRITTEN INSTRUMENT AND EXECUTED BY A MAJORITY BUT NOT LESS THAN TWO MEMBERS, AND DELIVERED TO THE PERSON OR PERSONS REQUESTING SUCH APPROVAL.

18. NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBFECTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 6 FEET ABOVE THE ROADWAY EASEMENT SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY LOT IN THE TRIANGULAR AREA FORMED BY THE ROADWAY EASEMENT LINE AND THE EDGE OF AN INDIVIDUAL DRIVEWAY, AND A LINE CONNECTING POINTS TEN (10) FEET FROM THE INTERSECTION OF SAID LINES. 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 BUILDING LINES AND THE ROADWAY EASEMENT LINE OR THE RECREATION EASEMENTS.

19. THE ARCHITECTURAL REVIEW COMMITTEE MAY MAKE ASSESSMENTS TO COVER ANY COSTS INCURRED IN ENFORCING THESE COVENANTS OR IN UNDER-TAKING ANY MAINTENANCE OR OTHER ACTIVITY WHICH IS THE RESPONSIBILITY OF A LOT OWNER HEREUNDER (PROVIDED THAT 2/3 OF THE OWNERS MUST APPROVE THE ACTION OF THE ARCHITECTURAL REVIEW COMMITTEE IF THE ACTION IS FOR IMPROVING THE STREETS FOR PURPOSES OF DEDICATION OR OTHER-WISE BE SUBJECT TO SUCH APPROVAL). ANY SUCH ASSESSMENT SHALL BE ASSESSED ONLY AGAINST THOSE LOT OWNERS WHOSE FAILURE TO COMPLY WITH THE REQUIREMENTS OF THESE COVENANTS NECESSITATES THE ACTION TO ENFORCE THESE COVENANTS OF THE UNDERTAKING OF THE MAINTENANCE OF OTHER ACTIVITY.

20. EACH OWNER OF A LOT BY ACCEPTANCE OF A 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 THE INTEREST THEREON AND COSTS OF COLLECTION THEREOF AS HEREIN PROVIDED, SHALL BE A CHARGE ON THE LAND AND SHALL BE 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 TWELVE PERCENT (12%) PER ANNUM. THE ARCHITECTURAL REVIEW COMMITTEE OR ANY MEMBER THEREOF SHALL BE ENTITLED TO INSTITUTE IN ANY COURT OF COMPETENT JURISDICTION SUCH PROCEDURES, AT LAW OR IN EQUITY, BY EXECUTION OR OTHERWISE, TO COLLECT THE DELINQUENT ASSESSMENT, PLUS ANY EXPENSES OR COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY THE ARCHITECTURAL REVIEW COMMITTEE OR SUCH MEMBER IN COLLECTING THE SAME. IF THE ARCHITECTURAL REVIEW COMMITTEE HAS PROVIDED FOR COLLECTION OF ANY ASSESSMENT, IN INSTALLMENTS, UPON DEFAULT IN PAYMENT OF ANY ONE OR MORE INSTALLMENTS, THE ARCHITECTURAL REVIEW 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 OR TO ANY VALID TAX OR SPECIAL ASSESSMENT LIEN ON SUCH LOT IN FAVOR OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURES OR ANY PROCEEDING IN LIEU THEREOF BECAME DUE PRIOR TO SUCH SALE OR TRANSFER, NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREUPON OR BECOMING DUE OR FROM THE LIEN THEREOF. THE ARCHITECTURAL REVIEW COMMITTEE SHALL, UPON DEMAND, AT ANY TIME, FURNISH A CERTIFICATE IN WRITING SIGNED BY A MEMBER OF THE ARCHITECTURAL REVIEW 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 OR NON-PAYMENT OF ANY ASSESSMENTS TAKEN BY THE COMMITTEE.
TWELVE PERCENT (12%) PER ANNUM. THE ARCHITECTURAL REVIEW 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 ARCHITECTURAL REVIEW COMMITTEE OR SUCH MEMBER IN COLLECTING THE SAME. IF THE ARCHITECTURAL REVIEW COMMITTEE HAS PROVIDED FOR COLLECTION OF ANY ASSESSMENT, IN INSTALLMENTS, UPON DEFAULT IN PAYMENT OF ANY ONE OF MORE INSTALLMENTS, THE ARCHITECTURAL REVIEW 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 LOT SHALL NOT AFFECT THE ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURES OR ANY PROCEEDING IN LIUER THEREOF SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BEING DUE OR FROM THE LIEN THEREOF. THE ARCHITECTURAL REVIEW COMMITTEE SHALL, UPON DEMAND, AT ANY TIME, FURNISH A CERTIFICATE IN WRITING SIGNED BY A MEMBER OF THE ARCHITECTURAL REVIEW 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 HEREIN STATED TO HAVE BEEN PAID. ANY EASEMENT GRANTED HERETO OR ANY PROPERTY SHOWN ON THE WITHIN PLAT IF DEDICATED AND INTENDED FOR ACCEPTANCE BY THE LOCAL PUBLIC AUTHORITY AND DEVOTED FOR PUBLIC USE SHALL BE EXEMPT FROM THE ASSESSMENTS, CHARGES AND LIEN CREATED HEREIN.

21. NO TREE IN EXCESS OF THREE INCHES IN DIAMETER MAY BE REMOVED FROM ANY LOT WITHOUT THE APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE, AND SUCH REQUESTS SHALL BE MADE TO THE ARCHITECTURAL REVIEW COMMITTEE IN WRITING. IN THE EVENT THE ARCHITECTURAL REVIEW COMMITTEE DOES NOT INDICATE IN WRITING ITS APPROVAL OR DISAPPROVAL OF REQUEST FOR TREE REMOVAL WITHIN A PERIOD OF THIRTY (30) DAYS AFTER SUBMISSION, THE ARCHITECTURAL REVIEW COMMITTEE IS DEEMED TO HAVE APPROVED SUCH REQUEST.

22. THERE ARE AREAS OF GROUND SHOWN ON THIS PLAT MARKED "LANDSCAPE EASEMENTS". AREAS LOCATED WITHIN THE LANDSCAPE EASEMENTS AS SHOWN ON THE PLAT SHALL BE LEFT IN THEIR NATURAL STATE AND NO STRUCTURE OF ANY TYPE OR KIND SHALL BE ERECTED WITHIN SAID LANDSCAPE EASEMENT FOR ANY PURPOSE EXCEPT INDIVIDUAL SANITARY SEWER LATERALS. FURTHER, THERE SHALL BE NO REMOVAL OF TREES, BUSHES, SHRUBBERY, PLANT GROWTH OR OTHERWISE FROM SAID LANDSCAPE EASEMENTS.

24. NO HOUSE FOOTING DRAIN OR ROOF WATER DRAIN SHALL BE DISCHARGED INTO THE SANITARY SEWERS.

25. THIS PLAT CONTAINS AN AREA MARKED "FUTURE ROADWAY EASEMENT" THIS AREA OF GROUND WILL REMAIN UNDER THE OWNERSHIP OF THE PERSONS WHO HAVE Executed THIS PLAT ON BEHALF OF THE DEVELOPERS OR THEIR ASSIGNS UNTIL THEY OR THEIR ASSIGNS HAVE RECORDED IN THE OFFICE OF THE MARION COUNTY RECORDER A ROADWAY EASEMENT DEDICATION TO THE OWNERS OF RECORD OF THE GROUND LYING IMMEDIATELY WEST OF THE AREA SUBJECT TO THIS PLAT. UPON RECORdATION OF SUCH DEDICATION THE OWNERS OF LOTS OR GROUND CONTAINED IN THE LAND WEST OF THE LAND SUBJECT TO PLATTING HEREIN AND EAST OF COUNTY LINE ROAD WILL BE ENTITLED TO USE THE ROADWAY EASEMENTS SHOWN ON THIS PLAT SUBJECT TO PARTICIPATION IN ANY ASSESSMENTS WHICH MAY BE MADE FOR ROADWAY MAINTENANCE OR OTHER VALID PURPOSES WITH THE AMOUNT OF SUCH ASSIGNMENTS TO BE DETERMINED BY THE PERSON WHO HAVE EXECUTED THIS PLAT OR THEIR ASSIGNS.

26. THE RIGHT TO ENFORCE EACH AND ALL OF THE LIMITATIONS, CONDITIONS, AND RESTRICTIONS SET FORTH HEREIN, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL OF ANY BUILDING ERRECTED OR ALTERED IN VIOLATION THEREOF, BY INJUNCTION OR 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 ATTORNEYS' FEES. THE PLAT COMMITTEE OF THE METROPOLITAN DEVELOPMENT COMMISSION OF MARION COUNTY, INDIANA SHALL ALSO HAVE THE RIGHT OF ENFORCEMENT OF THE FOREGOING COVENANTS.

27. THESE RESTRICTIONS CONSTITUTE COVENANTS RUNNING WITH THE LAND AND SHALL BE IN EFFECT FOR A PERIOD OF TWO YEARS (2) FROM THE DATE OF RECORDATION OF THE PLAT; PROVIDED THAT AT THE EXPIRATION OF SUCH TERM, THESE RESTRICTIONS SHALL BE AUTOMATICALLY RENEWED THEREAFTER FOR PERIODS OF TWO YEARS (2) EACH, UNLESS AT LEAST ONE YEAR PRIOR TO THE EXPIRATION OF EACH TWO YEAR PERIOD THE OWNER OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION SHALL EXECUTE, AND ACKNOWLEDGE THE DECLARATION IN WRITING, WAIVING RENEWALS, AND SAID WRITTEN DECLARATION SHALL BE RECORdED IN LAND RECORDS OF MARION COUNTY, SHALL BE NULL AND VOID.

28. INVALIDATIONS OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH WILL REMAIN IN FULL FORCE AND EFFECT.

WITNESS OUR SIGNATURE THIS 24th DAY OF SEptember 1979

THELMA NOBLEt

THELMA NOBLEt, ATTORNEY-IN-FACT FOR SAMUEL O. NOBLEt, BASIL LEON NOBLEt, BETTY JO HOFFMAN, AND SAMUEL ARNOLD NOBLEt

STATE OF INDIANA )
COUNTY OF MARION ) SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED HELMA NOBLEt, ATTORNEY-IN-FACT FOR SAMUEL O. NOBLEt, BASIL LEON NOBLEt, BETTY JO HOFFMAN, AND SAMUEL ARNOLD NOBLEt, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING CONSENT.

27. THESE RESTRICTIONS CONSTITUTE COVENANTS RUNNING WITH THE LAND AND SHALL BE IN EFFECT FOR A PERIOD OF TWO YEARS (2) FROM THE DATE OF RECORDATION OF THE PLAT; PROVIDED THAT AT THE EXPIRATION OF SUCH TERM THESE RESTRICTIONS SHALL BE AUTOMATICALLY RENEWED THEREAFTER FOR PERIODS OF TWO YEARS (2) EACH, UNLESS AT LEAST ONE YEAR PRIOR TO THE EXPIRATION OF EACH TWO YEAR PERIOD THE OWNER OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION SHALL EXECUTE, AND ACKNOWLEDGE THE DECLARATION IN WRITING, WAIVING RENEWALS, AND SAID WRITTEN DECLARATION SHALL BE RECORDED IN LAND RECORDS OF MARION COUNTY, SHALL BE NULL AND VOID.

28. INVALIDATIONS OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH WILL REMAIN IN FULL FORCE AND EFFECT.

WITNESS OUR SIGNATURE THIS 24TH DAY OF September, 1972

THELMA NOBLET

THELMA NOBLET, ATTORNEY-IN-FACT FOR SAMUEL O. NOBLET, BASIL LEON NOBLET, BETTY JO HOFFMAN, AND SAMUEL ARNOLD NOBLET

STATE OF INDIANA )
COUNTY OF MARION ) SS:


IN WITNESS WHEREOF I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY NOTARIAL SEAL THIS 24TH DAY OF September, 1972

My Commission Expires: April 6, 1980

NOTARY PUBLIC
LEGAL DESCRIPTION

WOODACRES SECTION I

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 2 EAST LOCATED IN MARION COUNTY, STATE OF INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9 SOUTH ZERO DEGREES ONE MINUTE THIRTY SECONDS WEST (300'01"30' W) ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF FOUR HUNDRED EIGHTY-FOUR AND FIVE HUNDREDTHS FEET (484.05') TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING SOUTH ZERO DEGREES ONE MINUTE THIRTY SECONDS WEST (300'01"30' W) ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF EIGHT HUNDRED FIFTY-ONE AND EIGHTY-NINE HUNDREDTHS FEET (851.89') TO A POINT ON THE NORTH LINE EXTENDED OF KEEVER'S ROLLING ACRES SUBDIVISION AS RECORDED ON MARCH 2, 1955 IN THE OFFICE OF THE MARION COUNTY RECORDER; THENCE NORTH EIGHTY-ONE DAMS DEGREES FIFTY-TWO MINUTES NINE SECONDS WEST (89°52'09"W) ON AND ALONG THE NORTH LINE OF SAID KEEVER'S ROLLING ACRES SUBDIVISION A DISTANCE OF ONE THOUSAND TWO HUNDRED NINETY-ONE AND EIGHTY-HUNDREDTHS FEET (1,291.80') TO A POINT; THENCE NORTH ONE DEGREE FIFTEEN MINUTES NINETEEN SECONDS WEST (01°15'19"W) A DISTANCE OF SIX HUNDRED NINETY-SIX AND ZERO HUNDREDTHS FEET (696.00') TO A POINT; THENCE SOUTH SIXTY-FOUR DEGREES EIGHT MINUTES THIRTY-SEVEN SECONDS EAST (86°08'37"E) A DISTANCE OF THREE HUNDRED SIXTY AND ZERO HUNDREDTHS FEET (360.00') TO A POINT; THENCE NORTH SEVENTY-ONE DEGREES THIRTY-FOUR MINUTES TWENTY-TWO SECONDS EAST (79°34'22"E) A DISTANCE OF TWO HUNDRED THIRTY AND ZERO HUNDREDTHS FEET (230.00') TO A POINT; THENCE NORTH SIXTY-THREE DEGREES FOURTEEN MINUTES SIX SECONDS EAST (86°14'14"E) A DISTANCE OF FIVE HUNDRED TWENTY-EIGHT AND THREE HUNDREDTHS FEET (528.0'') TO A POINT; THENCE NORTH EIGHTY-EIGHT DEGREES FIFTY-SIX MINUTES TWENTY-EIGHT SECONDS EAST (88°56'20"E) A DISTANCE OF TWO HUNDRED FIFTY-THREE AND SIXTY-FOUR HUNDREDTHS FEET (253.64') TO A POINT, SAID POINT BEING LOCATED THIRTY-FIVE AND ZERO HUNDREDTHS FEET (35.00') WEST OF THE EAST LINE OF SAID QUARTER SECTION AS MEASURED PERPENDICULARLY THERETO; THENCE SOUTH EIGHTY-NINE DEGREES FIFTY-EIGHT MINUTES THIRTY SECONDS EAST (89°58'30"E) A DISTANCE OF THIRTY-FIVE AND ZERO HUNDREDTHS FEET (35.00') MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 20.46 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND PUBLIC RIGHTS-OF-WAY.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE DESCRIPTION OF THE SUBJECT TRACT.

CERTIFIED THIS 17TH DAY OF August, 1979.

RICHARD B. WETZEL
INDIANA LAND SURVEYOR NO. 10568
**CURVE DATA**

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**NOTES:**

1. STREET NUMBERS OF LOTS ARE SHOWN AS A 4-DIGIT NUMBER ENCLOSED WITHIN A RECTANGLE. WHERE TWO NUMBERS APPEAR ON A SINGLE LOT, EITHER MAY ULTIMATELY APPLY, DEPENDING UPON THE SITING OF THE DWELLING.

2. THIS SUBDIVISION SHALL BE KNOWN AS "WOODACRE", SECTION I, CONSISTING OF 20 LOTS, NUMBERED FROM 1 TO 20, BOTH INCLUSIVE, WITH STREETS AND EASEMENTS AS SHOWN HEREON. THE SIZE OF THE LOTS AND WIDTHS OF STREETS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

3. LOTS PLATTED WITHIN THE SUBDIVISION ARE SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED ON SEPARATE PAGES UNDER THE SAME INSTRUMENT NUMBER AS THE SUBDIVISION.

Easements provided by
Charles J. Simpson, P.E.
Attorney at Law

THIS PLAT PREPARED BY
Richard B. Wetzel
WETZEL ENGINEERS
222 N. NEW JERSEY ST.
INDIANAPOLIS, INDIANA 46204