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MARTHA A. WOHACKS  
MARION COUNTY AUDITOR

526908 MAY 21 5

DULY APPROVED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**PLAT COVENANTS AND RESTRICTIONS**

**ADDISON MEADOWS**

The undersigned, BCD Land Developers, LLC, an Indiana Limited Liability Company (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Addison Meadows, which is filed of record simultaneously herewith in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Addison Meadows". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Addison Meadows, dated MAY 21<sup>ST</sup>, 2004 and recorded on MAY 21<sup>ST</sup>, 2004 as Instrument No. 2004-0102970 in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of Addison Meadows Community Association, Inc. (the "Association") set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Common Areas are created as conservation easements and shall not be used for residential home construction.
3. UTILITY, DRAINAGE AND SANITARY SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sanitary Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Board of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Board of Public Works and prior written approval of the Developer or the Association. The Sanitary Sewer Easements are hereby

created and reserved for the use of the Board of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal, replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility Easements, Drainage Easements and Sanitary Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, pools, landscaping, fences or walkways, shall be erected or maintained upon said easements.

4. LANDSCAPE EASEMENTS. There are areas of ground on the Plat marked "Landscape Easements". Such Landscape Easements are hereby created and reserved for the use of the Developer, during the Development Period, and the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, fences, lighting, irrigation and other improvements. Except as installed by Developer or installed and maintained by the Association or with the approval of the Architectural Review Committee, no structures or improvements, including without limitation piers, decks, walkways, patios and fences, shall be erected or maintained upon said Landscape Easements.
5. REGULATED DRAINAGE EASEMENTS. There are areas of ground on the Plat marked "Regulated Drainage Easements". Such Regulated Drainage Easements are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association, the City of Indianapolis Board of Public Works and the Marion County Drainage Board for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot in the Subdivision subject to a Regulated Drainage Easement, including any builder, shall be required to keep the portion of said Regulated Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from Marion County Drainage Board and prior written approval of the Developer or the Association.
6. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The minimum front yard set back shall be as designated on the Plat. The minimum rear yard setback shall be twenty (20) feet. The minimum side yard setback shall be six (6) feet with an aggregate of sixteen (16) feet.
7. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. All homes shall comply with the attached Exhibit "B-1" through Exhibit "B-4" Zoning Commitments for Addison Meadows.
8. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof in violation of any home occupation provisions of the applicable zoning ordinance. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.
9. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.

10. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement or garage may be used at any time as a residence, temporary or permanent; nor may any other structure of a temporary character be used as a residence.
11. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.
12. VEHICLE PARKING. No camper, motor home, truck (over 3/4 ton load capacity), trailer, boat, personal watercraft, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.
13. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a Residential Unit for sale, and except that Developer and its affiliates and designees may use larger signs during the sale and development of the Subdivision.
14. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.
15. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse. All garbage, trash cans and receptacles and woodpiles shall be screened.
16. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.
17. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.
18. DITCHES AND SWALES. All Owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots. All sump pump discharges shall be connected to a subsurface drain, storm sewer or lake. No drains shall be discharged directly to the ground surface. No filling, regrading, piping, rerouting or other alteration of any open ditch or swale may be made without the express written consent of the Architectural Review Committee, and subject to the approval of the appropriate governmental entity.
19. GARAGES/DRIVEWAYS. Each driveway in the Subdivision shall be of concrete material.
20. ANTENNA AND SATELLITE DISHES. No outside antennas shall be permitted in the Subdivision. Outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that the (i) the diameter of the satellite dish shall be no more than thirty inches ("30"), (ii) only one (1) satellite dish shall be permitted on each Lot, and (iii) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision.

21. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision.
22. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wood, vinyl or vinyl coated chain link and shall not be higher than six (6) feet. No fencing shall extend into a yard, fronting onto a street, closer to the street than the front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee. Fences are allowed in easements but are erected at owner's risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the easement has been reserved.
23. SWIMMING POOLS, SPORTS COURT AND PLAY EQUIPMENT. No above-ground swimming pools shall be permitted in the Subdivision. No hard surfaced sports courts of any kind shall be permitted on any Lot except as approved by the Architectural Review Committee. No metal outdoor play equipment shall be permitted in the Subdivision.
24. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.
25. OUTSIDE LIGHTING. Except as otherwise approved by the Developer, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture within the Subdivision and shall provide for projection of light so as not to create a glare, distraction or nuisance to any Owner or other property owners in the vicinity of or adjacent to the Subdivision. All homes shall have uniform "dusk to dawn" front yard lights and/or coach lights attached to the house.
26. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two ( 2 ) and six ( 6 ) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any Lot within twenty-five ( 25 ) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
27. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.
28. AMENDMENT. These covenants and restrictions may be amended at any time by a vote of no less than seventy-five percent (75%) if such vote is taken within twenty (20) years after the date hereof and if such vote is taken after such twenty (20) year period by a vote of not less than seventy-five percent (75%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in the Subdivision have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and



## Exhibit "A"

### LAND DESCRIPTION

Part of the Southwest Quarter of Section 23, Township 15 North, Range 4 East, in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 23, Township 15 North, Range 4 East thence North 88 degrees 36 minutes 10 seconds East along the South line of said Southwest Quarter 990.00 feet to the Point of Beginning; thence North 00 degrees 03 minutes 04 seconds West parallel to the West line of said Southwest Quarter 2303.22 feet; thence North 88 degrees 36 minutes 10 seconds East parallel to the South line of said Southwest Quarter 312.20 feet; thence South 00 degrees 03 minutes 04 seconds East parallel to the West line of said Southwest Quarter 2303.22 feet to the South line of said Southwest Quarter; thence South 88 degrees 36 minutes 10 seconds West along the South line of said Southwest Quarter 312.20 feet to the Point of Beginning, containing 16.503 acres, more or less.

Subject to all legal easements, rights of ways and other servitudes.

# Exhibit B-1

## Zoning Commitments - Addison Meadows Subdivision

6210 East Troy Avenue(Approx.)

2002-ZON-854

February 27, 2003

1. Additional right-of-way will be dedicated, within 60 days of approval, sufficient to satisfy the request of the Department of Capital Asset Management, Transportation Section (DCAM) for a total half right of way along the North side of Troy Avenue of Seventy (70) feet. Additional easements shall not be granted to third parties within the area to be dedicated as public right-of-way prior to the acceptance of all grants of right-of-way by the DCAM.
2. At the same time that the portion of the proposed East/West public street stub (identified on the Preliminary Plat as Platinum Place as it extends West of Addison Meadows Lane, and as McDougal Street as it extends East of Addison Meadows Lane) which is constructed East of Addison Meadows Lane to the East property line of the site, the developer will also extend McDougal Street further East to connect to S. Sheridan Avenue, across the pre-existing unimproved public right-of-way which is indicated as being dedicated to the public on the Plat of the Repass & Yeagers SE Suburb Addition. The approximately 150 foot long street extension will be built to public street specifications, and the developer will bear sole responsibility for the costs and expenses of constructing said extension. However, the developer shall not be responsible for making this offsite improvement if, prior to construction commencing it is determined that the right-of-way for McDougal Street is not actually properly dedicated to the City; and/or there is a significant legal impediment concerning this offsite work, which is beyond the reasonable control of the developer, which prevents the installation and construction activities for this street extension to be commenced at the same time the portion of McDougal Street which is to be located within Addison Meadows is constructed. If the developer does not actually install the above described street extension due to a problem as described above, then the developer shall provide to DMD a detailed statement of what the developer would have spent had the street extension been installed as intended; and within five (5) years of the date the first building permit is issued for a residence in Addison Meadows, if DPW actually installs the above described street extension and makes a request in writing to developer to contribute to the costs of said extension, the developer shall promptly contribute to DPW the amount that it would have cost the developer to build said street extension as originally intended by this commitment. If the developer does not actually install the street extension due to a problem as described herein, then the above described contingent liability to contribute to the future street extension, etc. by DPW shall not be considered an obligation which must be secured by a Bond, Letter of Credit, or the like.
3. The development will have a homeowner's association, created and controlled by the developer or its designee until the subdivision is substantially built out, and thereafter turned over to the homeowners, which shall be responsible for mandatory membership, mandatory lien enforced assessments and the collection of said assessments upon improved lots to support the association in, among other things, the expense of maintenance and taxes of the common areas such as retention ponds, open space, perimeter landscaping, snow removal from subdivision streets to supplement city snow removal, and payment of utility expenses for interior and entry lights.

## Exhibit B-2

4. The planned association of homeowners shall have appointed from among its members (being the developer until after the initial build out period has occurred), an architectural control committee (ARC) which shall have the power to approve or disapprove all house designs, additions or alterations thereto, together with any permitted accessory structures and/or appurtenances.
5. Prior to turning over control of the homeowner's association to the homeowners, an approximately six (6) foot tall wooden shadow box style privacy fence shall be constructed along the East border of Lots 30 through 50, with the exception of the required setback from the South edge of the right of way for McDougal Street, as it may affect Lot 38. The maintenance, repair, and future replacement of the fence, as necessary to keep it in good condition, shall be the responsibility of the homeowner's association; and any connection to said fence by any homeowner, any alterations, treating, staining, sealing, etc. by any homeowner shall be subject to the prior written approval of the homeowner's association.
6. The development shall be in substantial conformance with the Preliminary Plat filed with the Department of Metropolitan Development, file dated December 13, 2002; and all lot numbers referenced herein shall be interpreted as referring to the approximate areas covered by said lots as identified on said Preliminary Plat file dated December 13, 2002, if the Final Plat differs therefrom.
7. All lots within the development shall be developed for single-family detached homes only.
8. No outside storage of RV's, campers, trailers, boats, boat trailers, or un-licensed vehicles shall be permitted.
9. No above ground pools shall be permitted.
10. All homes shall have a landscaping package at the time of original construction to include, at a minimum, grading and seeding of the yards, and foundation plantings to include a minimum of six shrubs, plus two trees at least 2 inches caliper as measured 6 inches above grade, one of which shall be a hardwood specimen species. The shrubs and trees planted as a part of this landscaping package shall be planted within three (3) months of the completion of the home, weather and appropriate planting seasons permitting.
11. There are no substantial wooded areas on the site. However, with the exception of the large tree along the North portion of the East property line (which may have to be removed to assist in resolving drainage issues), any specimen trees greater than 6 caliper inches in diameter (measured 6 feet above the ground) located in the fence rows or on the property line(s) shall be preserved to the greatest extent possible. Appropriate protective measures will be taken during construction designed to protect any such specimen trees which are to be preserved.
12. The entry areas on both sides of each of the entrances shall be landscaped by the developer with (1) a combination of mounding, evergreen and deciduous trees, and shrubs, etc.
13. All of the homes shall have an attached garage capable of storing two (2) or three (3) vehicles. Once a builder is selected, the developer will inform the builder that the preferred minimum dimensions for a two car garage are 20' X 20'.

## Exhibit B-3

14. No carports shall be permitted.
15. All driveways serving each home shall be hard surfaced; and the driveway shall be a minimum of sixteen feet (16') wide for the entire length of the driveway.
16. No side gravel drives shall be permitted.
17. Satellite disks of no more than thirty inches (30") in diameter shall be the only antennae permitted.
18. All mailboxes within the development shall be constructed of uniform design, materials and colors; and the street address numbers shall be affixed to the mailbox or the support.
19. The main entrance to the development and all intersections along the main interior street shall be illuminated with a decorative street light fixtures installed by the Developer; and the maintenance and energy costs thereof shall be the obligation of the homeowners association.
20. All interior streets and cul-de-sacs within the development shall be dedicated to the City of Indianapolis, Department of Capital Asset Management for public use and maintenance.
21. Sidewalks shall be installed on both sides of all interior streets. Unless otherwise installed by the Developer, the portion of the sidewalk within each Lot shall be constructed by the builder of the home. Once the homes are completed and occupied on the Lots which are on both sides of the portion of any Common Area which abuts the newly constructed public street in the subdivision, the Developer or the Homeowner's Association shall construct a connecting sidewalk across said portion of the Common Area within ninety (90) days thereafter.
22. The maximum number of homes in the development shall be 50.
23. Each home shall have the street number of its address permanently affixed to the front of the home in a prominent place, utilizing a uniform design.
24. Site access, location, and design approval shall be required from the Department of Public Works, Transportation Division.
25. Any underground drainage tiles which are uncovered during the excavation phase will either be (1) attached to or incorporated into the storm drainage system for the development; or (2) any damage to said line caused by such uncovering will be repaired and said line will be recovered, at Developer's option.
26. The livable space of each home, exclusive of garages, basements and open porches, shall be no less than 1300 sq. ft. for a one-story home and no less than 1600 sq. ft. for a two-story home.
27. Brick or masonry shall cover not less than 50% of the exterior front elevation, exclusive of doors, windows, porches, gables, second floor area above a roofed porch, and architectural features, on not less than 80% of the homes in the project.

## Exhibit B-4

28. The same front elevation plan for the same house plan will not be used for homes on Lots with abutting side yards.
29. Vinyl siding used on any home shall be a minimum of .040 thickness, with a minimum 5/8 inch butt.
30. The minimum roof pitch shall be 6/12.
31. Two dawn-to-dusk "coach" style lights shall be mounted on the front or side of the garage containing the garage (doors); or a yard light shall be installed instead.
32. During the construction of the residence on a Lot, the Lot shall be neatly maintained by the Lot Owner; and the Lot Owner shall be responsible for containing all construction debris within the boundaries of the Lot.
33. Any fence which is constructed on any platted lot shall be constructed only in the rear or side yard; and shall not extend any closer to the public street in front of the residence than the applicable front corner of the residence. However, if the residence contains an exterior service door in the garage; the fence may extend in front of the rear corner of the residence as reasonably required to incorporate the service door entrance into the fenced portion of the yard, subject to the approval of the architectural control committee.
34. Any fencing installed by the homeowner shall be subject to prior written approval of the ARC, as to height, material, location and design.
35. Any two story "model" home will contain not less than 1800 square feet of livable space, exclusive of garages, basements, and porches. Any one story "model" home will contain not less than 1400 square feet of livable space, exclusive of garages, basements, and porches. Any "model" residence(s) shall utilize the version of the several different standard elevations for said model which contains the highest amount of brick, with the exterior front of the house facing the street containing not less than 50 % brick or stone, exclusive of doors, windows, porches, gables, second floor area above a roofed porch, and architectural features.
36. No outbuilding shall be allowed on South of the south wall of the homes constructed on Lots 1 or 50. All permitted outbuildings shall be in the rear yard and located not less than 5 feet from the rear and side property lines, shall not be placed in any easement area. The location, size, height, and exterior design of all such outbuildings shall be subject to the prior approval of the ARC.
37. Three additional trees, at least one of which shall be a hardwood specimen species, shall be planted in the Common Area immediately South of each of Lots 1 and 50, located approximately straight South of the home constructed on each Lot, intended to buffer the view of the side of the homes from Troy Ave.
38. Any windows located on the South wall of the homes built on Lots 1 and 50 shall also have shutters installed on both sides of the window.