

TRANSCRIPTION

Plat Covenants 2001-0075530

[BEGINNING OF Plat Covenants 2001-0075530.pdf]

MARTHA A. WOMACKS
MARION COUNTY AUDITOR
370095 May -9 01

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**PLAT COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AMBER RIDGE**
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

The undersigned, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, as Owner of the within described real estate (the "Developer"), does hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Amber Ridge, a subdivision in the City of Indianapolis, Marion County, Indiana (the "Subdivision"). The covenants, conditions and restrictions contained herein shall be in addition to those covenants, conditions and restrictions affecting the Subdivision contained in that certain Declaration of Covenants, Conditions and Restrictions for the Subdivision, recorded or to be recorded by the Developer with the Office of the Recorder of Marion County, Indiana (the "Declaration").

Public Streets:

The streets and public rights-of-way shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.

Residential Uses:

All lots in the Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part hereof other than the home occupations permitted in the applicable zoning ordinances of the City of Indianapolis, Indiana.

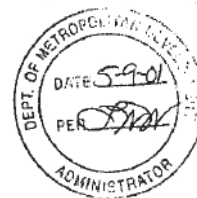
Building Location:

No building or structure shall be located on any lot nearer to the front lot line or nearer to the side street lot line (corner lots) than the minimum building setback lines as shown on the within plat.

Drainage, Utility and Sewer Easements:

There are strips of ground as shown on the within plat marked "DU&SE" (drainage utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in the Subdivisions, however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in the addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

FILED
May 08 2001
FRANKLIN TOWNSHIP
ASSESSOR



05/09/01 03:20 PM WANDA MARTIN MARION CITY RECORDER Inst # 2001-0075530 [?MJk?] 27:00 PAGES: 10

Drainage Easements:

There are areas of ground on the plat marked "drainage easements". The drainage easements are hereby created and reserved: (I) for 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) for the nonexclusive use of the Association, as defined in the Declaration, the Department of Public Works or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas; provided, however, the owner of any lot in the Subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use of any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements including fences, patios, decks, driveways and walkways without the written consent of the applicable governmental authority. The owners of such lots in the Subdivision, however, shall take their title subject to the nonexclusive rights of the Department of Public Works and other owners of said lots in the Subdivision to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Lake Maintenance Access Easement and Emergency Access Easement:

There may be strips of grounds as shown on the plat marked Lake Maintenance Access Easement (L.M.A.E.) and Emergency Access Easement (E.A.E.), which are created and reserved: (I) for the use of the Developer during the "Development Period" for access to the common area and (II) for the nonexclusive use of the Association, the Department of Public Works or any other applicable governmental authority for access to the detention/common area; provided, however, the owner of any lot in the Subdivision subject to said easements shall be required to keep the portion of said easement on his lot free from obstructions so that access will be unimpeded.

Medians and Entry Features:

There may be landscaped medians and/or islands located within the Subdivision within the public right-of-way of the streets. There may also be landscape areas located on either side of the entrance to the Subdivision which are part of the Common Areas of the Subdivision. These areas are created and reserved for installation and maintenance of landscaping and entry features, including but not limited to permanent walls, signs, fences and landscaping material. These landscaped areas and features shall be maintained by the Association and are not the responsibility of the City of Indianapolis, Indiana.

Landscape Easements:

There may be strips of ground as shown on the plat marked "LE" (landscape easement) which are reserved for the continuation and preservation of the trees and vegetation in such areas. Notwithstanding the reservation of such easement, the Owners of Lots subject to a landscape easement which does not extend along adjoining streets or roads shall have the exclusive right to use such area, subject to any other easement rights affecting such Lot. No permanent or other

structures shall be erected or maintained in such area, including but not limited to fences, patios, decks, driveways, and walkways, unless such as specifically approved by the Committee, as defined in the Declaration, and are in accordance with the City of Indianapolis, Indiana, zoning ordinances.

Common Area:

There may be areas of ground on the plat marked "Common Area". The common areas are hereby created and reserved:

- I. For the common visual and aesthetic enjoyment of the owners; and
- II. For the use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- III. For the use as retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- IV. For the ownership and use of the Association for the management and control of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands, and the installation, maintenance and repair of improvements thereto.

Sight Distance at Intersections:

No fence, wall, hedge or shrub planting which obstructs sight line of elevations between two (2) feet and nine (9) feet above the street shall be placed or permitted to remain in 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 right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersections of a street right-of-way line with the edge of the driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

Driveways:

All driveways will be paved by the builder at the time of the original construction. Maintenance of the driveways thereafter, including resurfacing or repaving, shall be the responsibility of the homeowner and conform with and be uniform to the surface provided at the time of original construction.

Sidewalks:

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

Signs:

No sign of any kind shall be displaying 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 the property for sale or rent, except the Developer may use larger signs during the sale and development of the Subdivision.

Mailboxes:

The mailboxes that may be initially installed by the Developer may include a newspaper holder/box. No additional newspaper boxes or attachments may be added to the mailbox structure.

Animals:

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All pets shall remain under the control and supervision of an adult owner, and shall not be permitted off of such owner's respective lot unless on a leash or other restraint. The owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet, and assure that such pet does not create any unreasonable disturbance.

Vehicle Parking:

All motor vehicles utilized by any owner of any lot shall be kept and parked only in such lot's garage or driveway. No motor vehicle, whether or not utilized by an owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. No disabled vehicles shall be openly stored on any lot. Additionally, no boat, trailer, camper, motor-home, recreational vehicle, semi-tractor or trailer, or other similar vehicle, shall be kept or parked upon said lot, except within the garage constructed for such lot.

Trash and Waste:

No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or 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. All trash, rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

Seeding of Rear Yards:

Within thirty (30) days of initial occupancy of a residence located upon a lot within the Subdivision, the owner thereof shall cause the rear yard of such lot to be seeded with grass of a type generally used in the Subdivision. The initial seeding of the rear yard may be delayed if the initial occupancy occurs between November 1 and the succeeding March 31, or if, as of the date of initial occupancy, the final grading of the rear yard has not been completed; however, in either of such events, the initial seeding of the rear yard shall be completed on or before (a) the following May 1, or (b) thirty (30) days after the completion of the final grading of the rear yard, which ever is later.

Yard and Landscaping Maintenance:

All lawns and other landscaping materials located on any lot within the Subdivision shall be maintained on a regular basis in a neat and orderly fashion. In no event shall the grass on any lot exceed a length of six (6) inches.

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.

Water and Sewage:

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

Antennas:

No antenna in the Subdivision shall exceed five (5) feet above a roof peak. In addition, no free standing antennas or satellite dishes will be allowed.

Satellite Dishes:

No satellite dishes shall be installed or permitted in the Subdivision except those with a diameter of one (1) meter or less. No satellite dish shall be erected without the prior written approval of the Development Control Committee.

Gutters and Downspouts:

All gutters and downspouts in the Subdivision shall be painted or of a colored material other than gray galvanized.

Awnings:

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Subdivision.

Swimming Pools:

No above ground swimming pools shall be permitted in the Subdivision.

Basketball Goals: No basketball goals shall be permitted on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. No basketball goals shall be permitted to be used along any curb on or in any street of the Community.

Playground Equipment: No playground equipment shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. All such equipment shall be located at least ten (10) feet from any adjacent property lines and in the rear yard of a lot (being the portion of such lot behind the rear corners of the residence on such lot). Notwithstanding the foregoing, in the event such lot is located on a corner in the Community, the Architectural Control Committee may, in its discretion, approve a location for such equipment other than a rear yard provided such is not closer than ten (10) feet from any public sidewalk.

Solar Heat Panels:

No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels will be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets.

Detached Storage Sheds and Mini-Barns:

No detached storage sheds or mini-barns shall be installed or permitted in the Subdivision.

Modular Homes:

Modular homes shall not be permitted in the Subdivision.

Street Access:

All lots shall be accessed from the interior streets of the Subdivision. There shall be no direct driveway access to Edgewood Avenue and Five Points Road.

Drainage Swales:

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Department of Public Works. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works. Culverts must be protected especially at the ends by head walls or metal and sections, and, if damaged enough to retard the water flow, must be replaced. Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail, after which time, if not action is taken, the Department of Public Works or Association may cause said repairs to be accomplished and the bill for said repairs will be sent to the affect property owner for immediate payment.

Fencing Generally:

No fencing shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. No fence shall be higher than six (6) feet unless such fence is proposed for the rear yard of a Lot which abuts or is adjacent to a Lake or detention pond, in which event such fence shall not be higher than four (4) feet; provided, however, that in the discretion of the Committee, the portion of such fence closest

to the rear side of the residence may be six (6) feet in height but may not, at the six (6) foot height, extend more than ten (10) feet from the rear corner(s) of the residence. In exercising its discretion, the Committee shall take into account the affect such proposed fence would have on the use and enjoyment of the lake or pond areas by other owners within the Subdivision. Notwithstanding the foregoing, no fence may be constructed within twenty-five (25) feet of the shoreline of any Lake or detention pond. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee.

No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures, shall be permitted; provided, however, the Committee shall have the discretion to approve such an enclosure or structure if such is surrounded by a wooden privacy fence which minimizes the visibility of such structure by adjoining property owners.

Developer's Right to Perform Certain Maintenance:

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with these restrictions, Developer shall have the right, but not obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to maintain the same, or otherwise to make such lot and improvement situated thereon, if any, conform to the requirements of these restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said real estate for the expense thereof. Neither the Developer, nor any of its agents, employees or contractors shall be liable for any damage, which may result from any maintenance work performed hereunder. Upon completion of the Development Period, the Association shall succeed to the rights of the Developer.

Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity have any right, title or interest in the real estate (or any part thereof) 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 or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery costs and attorneys' 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 or any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Metropolitan Development Commission, its successors and assigns, shall not have right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing herein shall be constructed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Plat Committee.

Term:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive period of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this 3rd day of January, 2001.

C.P. Morgan Investment Co., Inc., General Partner

Mark W. Boyce
Mark W. Boyce, Vice President

STATE OF INDIANA }
COUNTY OF HAMILTON } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my hand and Notarial Seal this 3rd day of January, 2001.

NOTARY PUBLIC: Michelle M. Cooper
Michelle M. Cooper

My Commission Expires: 6-17-2001

My County of Residence: Marion

This Instrument prepared by C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President.

Legal Description:

Part of the Northeast Quarter of Section 11, Township 14 North, Range 4 East, more particularly described as follows:

Commencing at a Harrison Monument at the Northeast Corner of said Section; thence along the East line of said section, South 00 degrees 00 minutes 00 seconds East (assumed basis of bearings) a distance of 690.75 feet to the Northeast corner of the Simpson parcel as recorded as Instrument #83-34266 in the office of the recorder of Marion County; thence along the north line of said parcel and parallel with the North line of said Section, South 88 degrees 27 minutes 04 seconds West (passing a rebar at a distance of 70.00 feet) a distance of 200.00 feet to the Northwest corner of said parcel; thence parallel with the East line of said section and along the west line of said parcel and South 00 degrees 00 minutes 00 seconds West a distance of 605.75 to a Rebar with Cap stamped "Schneider FIRM #001" (hereon referred to as rebar), said point also being on the west line of the Jordan parcel as recorded as Instrument #66-39606 in said office; thence North 87 degrees 14 minutes 49 seconds West a distance of 255.93 feet to a rebar; thence parallel with said east line, South 00 degrees 00 minutes 00 seconds West a distance of 254.66 feet to a rebar and the point of beginning; thence parallel with said north line, North 88 degrees 27 minutes 04 seconds East (passing a rebar at a distance of 385.73 feet) a distance of 455.73 feet to a point on said east section line; thence along said east line, South 00 degrees 00 minutes 00 seconds East a distance of 1145.36 feet to a Harrison Monument at the Southeast Corner of the Northeast Quarter; thence along the South line of said Northeast Quarter, South 88 degrees 23 minutes 37 seconds West a distance of 1339.70 feet; thence North 00 degrees 02 minutes 46 seconds East 985.86 feet; thence North 88 degrees 27 minutes 04 seconds East parallel with the north line of the Northeast Quarter a distance of 883.14 feet; thence North 00 degrees 00 minutes 00 seconds East parallel with the east line of said quarter section a distance of 160.86 feet to the point of Beginning, continuing 31.96 acres, more or less.

End of Legal Description

[ILLEGIBLE]

HAMILTON TITLE SECURITY LLC

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[END OF Plat Covenants 2001-0075530.pdf]