

WATSON

FARMS

SECTION VIII

Plat Covenants

and

Restrictions

The undersigned, Trinity Homes, LLC, an Indiana Limited Liability Company (the "Developer"), owners of the real estate shown and described in this plat (the "Real Estate") hereby certifies that the former has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with this plat. This Subdivision shall be known and designated as WATSON FARMS SECTION 8, containing Lots 231 through 264 inclusive, Lots 302-323 inclusive, and Block "C" an addition in Marion County, Indiana, containing 56 lots.

In order to provide adequate protection to all present and future owners of lots in this Subdivision, the following covenants and restrictions are hereby imposed upon the Real Estate and shall run with the Real Estate.

All rights of way shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways.

1. DRAINAGE AND UTILITY EASEMENTS. There are areas of ground on this plat marked "Drainage Easements" and Utility Easements" (D&UE), 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), and governmental agencies for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wire, cables and other equipment and facilities for the furnishing of utility services, including cable television services. There are also areas of ground on this plat marked "Sidewalk Easements". Sidewalk or Walking Trail easements are reserved for the installation and maintenance of sidewalks or walking trails by the Developer and or the Homewoner's Corporation and for the use of all owners and for the general public for common usage as a sidewalk.

The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the development of the subdivision for access to and for the installation, repair and removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in this 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 and Utility Easement areas on this 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 lot, subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. No permanent structures shall be erected or maintained upon said easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Utility Easements and Drainage Easements herein created and reserved.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times within 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 this plat issued by said Department.

It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.

3. DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however, to a reservation of ingress-egress for the maintenance to medians, if any, in any entranceway to the subdivision.

4. **BUILDING LOCATION.** Building set-back lines and set back lines are as depicted in and on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot other than as detailed in the document titled "Conditions" as granted under Variance Cause 92LSV5, attached hereto as Exhibit "B". Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced in this item it is strictly for convenience and information and in no instance is to be or be construed as a plat covenant and/or restriction.

5. **MINIMUM LIVING AREA.** The "Real Estate" and any subsequent Sections of Watson Farms that may be platted will conform to the D4 classification in the Dwelling District Zoning Ordinance of Marion County, Indiana (Zoning Ordinance) except for the variables in dimensional standards granted under the Subdivision Control Ordinance (Subdivision Ordinance) except that the following upgrading of the Zoning Ordinance shall apply.

No residence constructed on a lot within this Real Estate shall have less than 1050 square feet of finished and livable floor area exclusive of open porches and garages.

6. **TWO CAR GARAGES.** All residences are required to have an attached garage which will accommodate two (2) automobiles.

7. **HARD SURFACE DRIVEWAY.** Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a lot other than the existing driveway. All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no vehicle shall be permanently maintained or kept on the public streets or areas of the subdivision.

8. **TEMPORARY RESIDENCES PROHIBIT/LIMITATION ON VEHICLES.** 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, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Development unless such vehicle is kept in an approved, enclosed garage.

9. **RESIDENTIAL USE ONLY.** All lots in this Subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this Subdivision. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No residence shall be erected, altered, placed or permitted to remain on any lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. Minibarns and other detached storage buildings, other than enclosures for approved swimming pools, hot tubs or spas shall be prohibited. Enclosures for swimming pools, hot tubs and spas shall be limited as determined by the Committee.

Except as may be permitted by the Board or its designee, no window air conditioning units may be installed on any lot.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in sole discretion of the Committee.

The Committee shall have the authority to control or prohibit fences. The Committee shall also have authority to establish rules and regulations for decks on any property.

10. LIMITATIONS RE: TRASH. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No building, fence, walls, or other structure shall be erected, placed and altered on any building lot in this Subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee (Committee). The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall be the proper concern of the Committee. The Committee will be composed of three (3) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members will have full authority to designate a successor. Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed pursuant to the Covenant. The Committee will serve at the discretion of the undersigned until the first to occur of the following:

- (a) The day after the Developer transfer's title to the last lot of this Real Estate and any other sections of Watson Farms which may be platted, or
- (b) 30 days after the Developer notifies the Watson Farms Homeowners Association, Inc. an Indiana Not For Profit Corporation, into which owners of lots in this Real Estate and other platted Sections of Watson Farms are mandated members that Developers appointed members to this "Committee" no longer chose to serve on the committee effective as of the conclusion of the Meeting hereunder referenced.

Within thirty (30) days following the earliest date in 11(a) or 11(b) above, the Committee will notify all resident homeowners of a Committee meeting to be held within an additional thirty (30) days. At this meeting, resident homeowners will elect one new member to serve for a term of one (1) year, and one new member to serve for two (2) years. The remaining Committee member will serve for an additional one (1) year term and be elected out of the three (3) former members of the Committee, and will serve as President for his remaining year. The Committee will call a meeting with thirty (30) days notification of resident property owners who will elect one (1) new Committee member for a three (3) year term. The majority of resident homeowners will elect the members of the Committee. The Committee will call yearly meetings thereafter for the election of a new member for his or her three (3) year term. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within thirty (30) days from the date of submission, it shall be deemed that the Committee had approved the presented plan.

12. FENCE LIMITATION. 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 ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such instances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

13. SIGN LIMITATIONS. 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 the property for sale or rent, except Developer and Builders may use larger signs but only during the sale and development of this Subdivision.

14. PERMITTED ANIMALS/NUISANCES. 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 they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision and shall be confined to the owner's premises.

No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision nor shall any thing be done thereon which may become a nuisance or annoyance to the neighborhood. Included within this covenant shall be noise, light, odor and appearance. The sole discretion of the Developer or the Association shall determine what is offensive or a nuisance. No refuse will be maintained on any lot. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.

15. ENTRANCEWAYS AND PERIMETER LANDSCAPING MAINTENANCE. This plat of Watson Farms will be followed by the platting of other sections of Watson Farms.

Entranceways to the Watson Farms and perimeter landscaping proposed for the street frontages of Watson Farms, namely 59th Street and 63rd Street within areas designated on recorded plats as Landscape Easement. Landscape Easements shall be maintained by a not for profit corporation homeowners association to be formed and to be known as Watson Farms Homeowners Association, Inc. (Homeowners Corp.) which was formed before any lot in Watson Farms was conveyed by the Developer to other parties and which Homeowner's Corp. mandated membership for any and all lot owners in Watson Farms.

16. RETENTION LAKE(S) - USE AND MAINTENANCE OBLIGATION. "Common Lakes" or "Lakes(s)" shall be ultimately titled in the Homeowner's Corporation's name with the Homeowner's Corporation controlling access and recreation use thereof while also being obligated to maintain any such Lake(s). Easements shall be provided around these Lake(s) for ingress and egress for inspection and maintenance of the Lakes by Homeowner's Corporation and for inspection by the Department of Public Works. Reference should be made to the Declaration (hereinafter described) as to whether the use of any given Lake in Watson Farms shall be used by all or certain designed Lots in Watson Farms.

17. LIMITATION ON TIME TO BUILD. Any party, other than the Developer who secures title to a lot in this Subdivision, agrees to complete construction of any residence on or before one (1) year from the date such construction commences on said lot. Failure to honor this condition/restriction shall establish an Option to Purchase said lot and improvements thereon for cash at an appraised price as hereinafter detailed exercisable by written notice from the Developer to the owners of said lot within sixty (60) days of the expiration of the aforesaid one (1) year period.

The appraised price shall be agreed upon within ten (10) days of the lot owner's receipt of the above written notice and if that is not possible the lot owner and Developer agree to submit the question of appraised value to appraisal and be bound by the same as follows:

- (a) Each party shall select an appraiser and the two appraisers shall select a third, and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice.
- (b) The appraisal shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter.
- (c) Each party shall pay one-half (1/2) of the cost of this appraisal and shall be conclusively bound by the

18. FUEL STORAGE TANK LIMITATIONS. All fuel storage tanks on any lot must be buried below the ground.

19. FRONT YARD LANDSCAPE & MAILBOX REQUIREMENTS. The general contractor who is building a residence on any given lot is put, on notice of the obligation herein detailed to be completed or security funded on or before the transfer of title of said lot to the first occupant of such residence.

The front yard of each residence on every lot is to be seeded and/or sodded with the Builder to provide at least one tree and either a yard or coach light in the front yard.

Mailbox per Lot shall be standardized according to specifications by the developer.

20. ABOVE GROUND POOLS PROHIBITED. No above-ground swimming pools shall be erected, constructed or installed on any lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or any similar apparatus, with prior approval of the Committee.

21. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after date of recording hereof, in the last fifteen (15) years thereof seventy percent (70%) of the lot owners may amend these covenants in whole or in part. After said twenty (20) years, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in the Subdivision it is agreed that said covenants and restrictions shall terminate in whole or in part; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such amendment or termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

22. ENFORCEMENT. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by Developer, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in the Subdivision 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 of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

23. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

24. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns, shall have no 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 construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

25. DECLARATION. A Declaration of Covenants and Restrictions of the Watson Farms Property Ownership (Declaration) has been executed and recorded as Inst. No. 930153122 in the office of the Recorder of Marion County, Indiana. This Declaration shall define and detail the role and obligations of the Watson Farms Homeowners' Association, Inc. plus other matters therein provided. If a conflict exists between the covenants contained in this Plat and those of the Declaration, the covenants in the Declaration shall prevail.

IN WITNESS WHEREOF, the undersigned, being duly authorized, as the aggregate owners of the Real Estate, have hereunto caused their names to be subscribed effective as of the last date of execution hereon.

TRINITY HOMES, LLC

By: James D. McKenzie

Printed Name: James D. McKenzie

Title: Member

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared James D. McKenzie, Member of Trinity Homes LLC, and Indiana Limited Liability Company, existing under the laws of the State of Indiana, and who acknowledged the execution of the foregoing Plat Covenants and Restrictions for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 21st day of JULY, 1998.

Notary Public: Judy K. Kiemeier
Printed: JUDY K. KIEMEYER
County of Residence: MARION
My Commission Expires: APRIL 8, 2008

