

9343921

PLATS, COVENANTS, CONDITIONS AND RESTRICTIONS

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, (Exhibit "A") do 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 Waterside at Northlake, a subdivision in Hamilton County, Indiana.

Residential Uses:

All lots in this 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 thereof other than the home occupations permitted in the Zoning Ordinance of The City of Noblesville, Indiana. No accessory outbuilding, garage, tool shed, storage building or any other attached or detached building erected or used as an accessory building to a residence shall be erected without the prior approval of the developer or the Association as the case may be. Any such structure shall be of a permanent type of construction and shall conform to the general architectural and appearance of such residence. No trailer, shack, tent, boat, 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.

This Instrument Recorded 9-10-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

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 "D.U. & S.E." (Drainage Utility and Sewer Easement) which are reserved for the non-exclusive 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 this addition, however, shall take their title subject to the non-exclusive rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

There shall be ten (10) foot minimum drainage, utility and sewer easement on the front of each lot unless otherwise noted (said 10' D.U. & S.E applies to both frontages on corner lots).

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 of covenants, conditions and restrictions for Waterside at Northlake ("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 non-exclusive 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 repaired 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 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 except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision, however, shall take their title subject to the non-exclusive rights of the Department of Public Works and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

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 the provisions of these Restrictions, Developer shall have the right, but not the 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 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 the completion of the development period, the Association shall succeed to the rights of the Developer.

Common Area:

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

- I Solely for the common visual and aesthetic enjoyment of the owners.
- II. For the use by developer during the development period for the installation of retention and detention ponds or lakes, entryways, sidewalks; and
- III. For the use as retention and detention ponds or lakes, entryways, sidewalks and playgrounds; and
- IV. For the ownership and use of the association for the management and control of retention and detention ponds or lakes, entryways, sidewalks and playgrounds, and the installation, maintenance and repair of improvement thereto.

Sight Distance At Intersections:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 12 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 40 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 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.

Storage Sheds and Mini-barns:

No detached storage shed or mini-barn shall be installed or permitted in this subdivision.

Mailboxes:

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

Basketball Goals:

No basketball goals shall be installed or permitted in this subdivision.

Entrywalls:

There are entry walls located at the entry of the subdivision. These entrywalls shall be maintained by the Association and are not the responsibility of the City of Noblesville, Indiana.

Driveways:

As driveways will be paved by the builder at the time of original construction. Maintenance of driveways thereafter, including any resurfacing or repaving, shall 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 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 the developer may use larger signs during the sale and development of this subdivision.

Animals:

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Motor Vehicles and Trailers:

All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Only passenger cars, station wagons or small trucks (pickups, vans) of a size not larger than may be parked within the garage shall be regularly parked on or adjacent to a lot. Also no boat, trailer, camper or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.

Trash and Waste:

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

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 this subdivision shall exceed five (5) feet above a roof peak.

Satellite Dishes:

No satellite dishes in excess of two feet in diameter shall be installed or permitted in this subdivision.

Gutters and Downspouts:

All gutters and downspouts in this subdivision shall be painted or of a colored material other than grey galvanized.

Awnings:

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

Swimming Pools:

No above ground swimming pools shall be permitted in this subdivision.

Solar Heat Panels:

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

Street Access:

All lots shall be accessed from the interior streets of the subdivision. There shall be no direct access to 106th Street or Delaware Parkway or any public street that is not an interior street.

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, tilled 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 end 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 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Town may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

Non-exclusive Easement:

Whenever a building is constructed so as to be substantially contiguous with a side lot line, then to the extent necessary, the owner of such lot is hereby granted a three (3) foot access easement upon the adjoining lot for maintenance and the encroachment by walls, eaves, roof overhang, gutters and the like. Said non-exclusive easement is hereby granted, as necessary or appropriate, for underground utility lines and utility services within said three (3) foot easement and said non-exclusive easement shall run in favor of the owners of said lots and to all public, private and municipal utility companies (including cable television and the like); provided, there shall be maintained a minimum distance between buildings of 10' and a minimum distance between buildings backing up to each other of 20'.

Patio Easements and Patio Fences:

Certain lots within this plat shall be improved with a residential unit constructed approximately contiguous to a side lot line ("patio home"). Each patio home, other than such patio homes specifically excepted by declarant, shall be built with one (1) side wall constructed without windows ("blank wall") below a point which is seven (7) feet above the finished floor elevation. The owners from time to time of a patio home shall have an exclusive easement of use of the area extending from the exterior side wall of their patio home to the blank wall side of the residence which faces said area and running the length of such blank wall side of such adjacent residence ("patio area"); provided that such exclusive easement shall not apply in the case where there are two (2) adjacent lots where two (2) patio areas face each other and shall not apply in the case when the adjacent residence is not constructed substantially contiguous to a side lot line. The owner of the patio home benefited by the patio area shall maintain such patio area, excluding the blank wall of the adjacent residence, which shall be maintained by the owner of the adjacent residence. In the event the owner of the patio home fails to maintain said patio area, the owner of the adjacent residence shall have the right and an easement to enter such area as necessary to maintain any portion of his lot within such easement area. No fences, except fences installed by declarant shall be erected in said patio area without the written consent of both owners and of the committee, provided that on adjacent lots where two (2) patio areas face each other, a privacy fence shall be installed appropriately on the lot line between the adjacent lots, and each owner shall be responsible for one-half (1/2) of the cost of maintaining such privacy fence. In the event two (2) patio homes are constructed side by side with blank walls facing a common property line, the owners of each patio home shall each be responsible for maintaining the area between the blank wall of their patio homes and the common property line.

Fences:

No fence shall be higher than six (6) feet. No fencing shall extend forward to a point which is ten (10) feet behind the furthest back front corner of the residence. Chain link fence must have a brown or black finish and all wood fences shall be painted or stained in a color compatible with the color of the residences. No fences, except those fences installed initially by the developer shall be erected without the prior written consent of the Development Control Committee.

Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity having 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 of any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Noblesville Town Plan Commission, its successors and assigns, shall have not 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 Noblesville Town Plan Commission; provided further than nothing herein shall be construed to prevent the Noblesville Town Plan Commission from enforcing any provisions of the Subdivision Control Ordinance as amended or any conditions attached to approval of this plat by the Town Council.

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 periods 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.

The real estate described within this plat is hereby platted, subdivided and made subject to these plat covenants, conditions and restrictions and is further subject to the terms, definitions and conditions of a certain declaration of covenants, conditions and restrictions recorded as instrument 9339032 in the Office of the Recorder of Hamilton County, Indiana.

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 September, 1993.

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

Mark W. Boyce
Mark W. Boyce, Vice President

State of Indiana)
SS:
County of HAMILTON)

This Instrument Recorded 9-10-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

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 signature and Notarial seal this 3rd day of SEPT, 1993.

Notary Public: Deana H. Guyton (DEANA H. GUYTON)

My commission expires: 12/4/96 County of residence: HAMILTON

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.



RECORDED
SEP 10 1993
HAMILTON COUNTY, IN