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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GRAY ARBOR**

Reference to Plat # 94-P-101

THIS DECLARATION, made on the date hereinafter set forth by Stafford Development, Inc., an Indiana corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Indianapolis, Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
NAME**

This subdivision shall be known and designated as Gray Arbor, a subdivision located in Marion County, Indiana.

**ARTICLE II
DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to the real estate described in Exhibit "A" and such additions thereto as may hereafter be included.

Section 3. "Plat" shall mean and refer to the subdivision plat of the Properties recorded in the office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented and which is incorporated herein by reference in its entirety.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties.



Exhibit "A" Missing
At Time Of Recording.

Signature
MCR

11/10/95 03:03PM JOHN N. ROBERIL MARION CTY RECORDER REC 30.00 PAGES: 11

Inst # 1995-0144290

Section 5. "Declarant" shall mean and refer to Stafford Development, Inc., its successors and assigns.

Section 6. "Committee" shall mean and refer to the group of Lot Owners to whom Declarant turns over the responsibility for maintaining and enforcing these Declarations.

**ARTICLE III
BUILDING AND IMPROVEMENTS REVIEW**

Section 1. Building and improvement review will be done by the Declarant. From and after the date upon which the last Lot in Gray Arbor is sold by Declarant, its successor or assigns, all members of the Committee shall be elected annually by Lot owners in such manner as such owners among themselves may determine. A majority of the members of the Committee constitutes a quorum for the transaction of business and the decision of a majority is controlling and final.

Any Lot owner seeking a waiver of or variance from these Declarations must obtain the prior approval of the Declarant or Committee.

**ARTICLE IV
USE AND ARCHITECTURAL RESTRICTIONS**

Section 1. Easements. There are areas of ground on the Plat marked "Utility Easements", "Drainage Easements" and "Landscape 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), 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. The Drainage Easements are hereby created and reserved: (i) for the use of the Declarant during the development of the Subdivision for access to and for the installation, repair and removal of a drainage system and, either by surface drainage or appropriate underground installations, for the Properties and adjoining property and (ii) for the Department of Capital Asset Management of the City of Indianapolis ("DCAM") 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 Landscape Easements are hereby created and reserved for the use of the Declarant during the development of the Subdivision. The delineation of the Utility Easement, Drainage Easement and Landscape 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 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 structure shall be erected or maintained upon said easements, other than driveways and sidewalks. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Utility Easements, Drainage Easements and Landscape Easements herein created and reserved.

Furthermore, as delineated on the Plat, certain Lots require the use of individual grinder pump and force main systems. The owners of Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 25, 26, and 27 shall take and hold title to these Lots subject to the requirement to maintain their respective individual grinder pumps and force main systems.

Section 2. Rights-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.

Section 3. Architectural Control. No building, fence, wall or other structure, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same and the drainage and landscaping shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or its successors or assignees as further set forth in this Article IV.

Section 4. Building Location. No building, structure, or accessory building shall be erected between the building set back lines and right-of-way line of any street as set forth on the Plat, nor shall any building, structure, or accessory building be erected within twenty (20) feet of the rear of any Lot. No building, structure or accessory building shall be erected closer than five (5) feet to the side of any Lot, and with an aggregate side yard of not less than thirteen (13) feet. Where buildings are erected on more than one single Lot, this restriction shall apply to the side boundaries of the multiple Lots.

Section 5. Land Use and Building Type. All Lots are reserved for residential use only and no building other than a one family residence shall be erected or placed thereon. No doubles will be constructed or placed upon any Lot. Not more than one building shall be erected or used for residential purposes on any Lot. The area of the main structure, exclusive of one-story open porches, and garages, shall be not less than one thousand (1,000) square feet in the case of a one-story structure, nor less than one thousand four hundred (1,400) square feet in the case of a multiple

story structure. All garages shall be attached and be a part of the residential dwelling and be not less than a two car garage.

The residences to be built or placed on those Lots having frontage on Gray Road, (Lots 1, 2, 20, and 21 on the Plat), and the one northernmost Lot and the one southernmost Lot, each of which are one Lot removed from Gray Road, (respectively Lots 3 and 19 on the Plat), shall comply with one of the following requirements:

- a. The residence must be built on a crawl-space; or
- b. The residence must be built on a basement; or
- c. The entire first level (ground level) of the residence must be entirely completed in brick or stone.

Except as otherwise provided in Section 5, the structures erected or placed on the Lots may have concrete slab foundations.

Section 6. Driveways and Turnarounds. All driveways and turnarounds shall be paved with a material the same as or similar to concrete or asphalt in nature. Driveways and turnarounds shall be permitted on and across "Drainage and Utility Easements". Said driveways and turnarounds shall maintain a minimum set back distance from the property line of two (2) feet unless advance written approval is obtained from the Declarant. When the driveway and turnaround of adjacent lots parallel each other, the latter driveway and turnaround to be constructed, shall maintain a minimum distance of four (4) feet from the already existing driveway and turnaround.

Section 7. Swimming Pool. No above-ground swimming pools shall be permitted to be constructed on any lot. The Declarant, its successors, or assigns shall determine whether or not a pool shall be defined as "above-ground".

Section 8. Mailbox. All mailboxes to be installed upon Lots shall be uniform and shall be of a type, color and manufacture and shall be installed upon posts in the type, size and location as approved by the Declarant.

Section 9. Diligence in Construction. Once construction of any building on any Lot is begun, it shall be completed within nine (9) months. No improvement which has been partially or wholly destroyed by fire, abandoned, left unfinished at any stage of construction shall be permitted to remain in such a state for more than a period of three (3) months from the time of damage or incompleteness. It shall be the responsibility of the general building contractor, at all times during construction, to confine all debris, materials, motorized equipment and laborers to the boundaries of the Lot upon which construction work is being done,

and to remove same as soon as practical. No debris shall be buried on any Lot.

Section 10. Dusk to Dawn Yard Light. All Lot owners, prior to occupancy and/or landscaping of a house, shall be required to install, or have installed, at least one "dusk to dawn" type, yard light in the front of the residence. The location, size and type of said light or lights must be approved by the Developer, its successors or assignees.

Section 11. Animals. 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 that they are not kept, bred or maintained for any commercial purpose.

Section 12. Prohibited Activities. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each Lot shall be kept and maintained in a slightly and orderly manner and no trash or other rubbish shall be permitted to accumulate thereon. Should an Owner fail to maintain his Lot, the Declarant or its successors or assignees may perform the necessary maintenance and assess the cost of said maintenance against said Owner pursuant to the terms of Article V.

Section 13. Trash Burning. No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

Section 14. Storage of Vehicles. No junk vehicle, motorcycles, commercial vehicle, trailer truck, camper, camp truck, house trailer, boat or the like, shall be kept upon the Properties (except in enclosed garages) nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

Section 15. Trash Containers. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

Section 16. Signs. No signs of any nature, kind or description shall be erected, placed or maintained on or in front of any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five (5) square feet, advertising the property for sale, or for rent, or signs used by a builder to advertise the property during the construction and sales period. However, the Declarant may use larger signs during the sale and development of this Subdivision.

Section 17. Businesses. No business buildings shall be erected on any Lot, 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. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant in the sale of Lots as a part of the development of the Properties, including, specifically, Declarant's right to post such signs and maintain such model residences as it deems necessary until such time as Declarant's last Lot is sold.

Section 18. Outbuildings. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the Property at any time.

Section 19. Sight Distances at Intersections. 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 fifteen (15) 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 sufficient height to prevent obstruction of such sight lines.

**ARTICLE V
ASSESSMENTS**

Section 1. Assessments. Entrance ways, signs, fencing and related landscaping; landscaping mounds; and water retention areas may be installed, within easements shown on the Plat, by Declarant. If installed, it is the intention of Declarant to maintain the above mentioned areas in a neat and attractive fashion until twenty (20) Lots have been sold. After the sale of twenty (20) Lots, it shall become the responsibility of all the Lot Owners to share equally in the responsibility and expense of above mentioned areas in regard to the care and maintenance of said areas. Notwithstanding the foregoing, unless public access to a water retention area is granted to all Lot Owners, only those Lot Owners abutting such water retention area shall share in the responsibility and expense of caring for and maintaining such water retention area.

The Committee shall have the authority to collect any fees necessary to maintain the above mentioned areas. The Committee shall have the right to and be responsible for the assessment and collection of any and all fees from each Lot owner on a timely basis as the Committee shall determine. All

assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid in full. Each assessment, together with interest thereon and cost of collection thereof shall be the responsibility of the person who was the owner of the Lot at the time when the assessment became due. Assessments shall become due within thirty (30) days after a written statement is delivered to the Lot Owner. The thirty (30) days shall run from the date of the statement and not the date received.

Section 2. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment is not paid on the date when due (pursuant to Section 1 hereof), then the unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his heirs, assigns, successors and assigns. The personal obligation of the Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in interest unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest allowed by law on judgments, but, in no event, less than 12% per annum, and the Committee may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action in favor of the prevailing party.

No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 3. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Committee in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

**ARTICLE VI
DECLARANT'S RIGHTS**

Section 1. Use of Property. Declarant reserves the right to use any of the Lots as models and to sell, assign or conduct other businesses in connection with the construction and development of this project or any other project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements.

**ARTICLE VII
EASEMENTS**

Section 1. Easements to Run with Land. All easements and rights described herein are easements appurtenant running with the land and, so long as the Properties are subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Lot Owner, purchaser, mortgagee and other person having an interest in the Properties, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Lot Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

Section 2. Additional Easement Rights. Declarant further reserves unto itself an easement and the full right, title and authority to relocate, alter or otherwise change the location of any drainage, utility, and sewer easement or any street and to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any street or any drainage, utility and sewer easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Marion County, Indiana and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section 2 shall not be exercised in a manner which unreasonably and adversely affects

any Lot or portion thereof or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section 2 shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate one (1) year after Declarant shall have conveyed the last Lot within the Properties.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots, the Committee and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. However, the Declarant shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

The Marion County 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 Declaration 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-AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

Section 2. Amendment. This Declaration may be amended or changed at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, signed or approved by at least two-thirds (2/3) of the then Lot owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Until all Lots are sold by Declarant, this Declaration may also be amended by Declarant, at any time .

This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the

expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. However, no amendment or termination of said covenant 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.

Section 3. Annexation. Additional residential property may be annexed to the Properties with the consent of a majority of ownership of the Lots by the recording of a declaration applicable to such annexed real estate which incorporates the terms of the Declaration herein.

Section 4. Severability. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

Section 5. Non-Liability of Declarant. Declarant shall not have any liability to a Lot owner or to any other person or entity with respect to drainage on, over or under a Lot. Such drainage shall be the responsibility of the Owner of the Lot upon which a residence is constructed and of the builder of such residence; and a Lot owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed this 7TH day of NOVEMBER, 1995.

STAFFORD DEVELOPMENT, INC.

By: Donald N. Stafford, President
Donald N. Stafford, President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Donald N. Stafford, duly authorized in the premises, who duly acknowledged the execution of the foregoing Declaration on behalf of Stafford Development, Inc. as its President and who after being duly sworn stated that he was authorized to execute and deliver said Declaration by said corporation.

Witness my hand and notarial seal this 7TH day of November, 1995

(SEAL)

Signature: David L. Gaston

Printed: DAVID L. GASTON

My Commission Expires:

FEBRUARY 8, 1997

My County of Residence is:

HENDRICKS



This instrument prepared by Donald H. Meyer, Attorney at Law,
LOWE GRAY STEELE & HOFFMAN, 111 Monument Circle, Suite 4600,
Indianapolis, Indiana 46204.

CHICAGO TITLE
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