

Cross Reference  
Instrument No. 96-64840  
Instrument No. 96-55102

**PLAT COVENANTS AND RESTRICTIONS**

**CARRINGTON POINTE**

The undersigned, Indiana Development Company, LLC, an Indiana limited liability company (the "Developer") and Bruce Gunstra Builders, Inc. are the Owners of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer has platted and subdivided the Real Estate as shown on the plat for Carrington Pointe, which Plat is filed of record as Instrument No. 96-64840, in the office of the Recorder of Marion County, Indiana (the "Plat") and desires to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision (the "Subdivision") created by the Plat is to be known and designated as "Carrington Pointe." In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Carrington Communities recorded as Instrument No. 96-55102, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Carrington Communities Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the declaration, the covenants and restrictions contained in the declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the declaration.

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

1. **PUBLIC RIGHT OF WAY.** The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

2. **DRAINAGE UTILITY AND SEWER EASEMENTS.** There are areas of ground on the Plat marked "D.U. & S.E." (Drainage Utility & Sewer Easements). The Drainage, Utility and Sewer Easements are hereby created and reserved (a) for the use of Developer, all public utility companies (not including transportation companies), governmental agencies and the association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to sanitary sewers, storm sewers and cable television services; and (b) for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate

underground installations, for the Real Estate and adjoining property, (ii) the use of the Association and the Department of Public Works (DPW) and/or Department of Capital Asset Management (DCAM) of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system and for access to and maintenance, repair and replacement of the sanitary sewer system. The owner of any Lot in the Subdivision subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the surface drainage portion of said Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the DPW and/or DCAM and prior written approval of the Developer. The delineation of the Drainage Utility and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 2. Except as provided above, no structures or improvements (except walkways and driveways), including without limitation decks, patios, or landscaping of any kind, shall be erected or maintained upon said easements.

3. **BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS.** Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth from the minimum as designated on the Plat.

4. **DWELLING SIZE AND OTHER REQUIREMENTS.** No dwelling constructed on a Lot shall have less than one thousand four hundred (1,400) square feet of floor area, exclusive of garages, carports and open porches. The minimum main (first floor) living area of any building higher than one story shall be eight hundred (800) square feet. Each dwelling shall include at a minimum an attached two-car enclosed garage. The portion of the total area of any Lot that is covered by the dwelling (including any attached residential accessory building) shall not exceed thirty percent (30%). The maximum height of any dwelling constructed on a Lot shall be thirty-five (35) feet. The maximum height of any attached residential accessory building shall be twenty (20) feet.

5. **LOT USE.** Except as hereafter permitted all Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot and no business (except those businesses which are permitted as "home occupations" by the applicable zoning ordinance) may be conducted on any part thereof. No structure shall be erected, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a dwelling shall be of a permanent type of construction, and shall conform to the general architecture and appearance of such dwelling.

6. **ACCESSORY AND TEMPORARY BUILDINGS.** No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the Subdivision or building, as the case may be. No attached storage sheds shall be added to any dwelling unless said storage shed is of an architectural design compatible with the dwelling and has been approved by the architectural committee of the Association.

7. **TEMPORARY STRUCTURES.** No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, garage or outbuilding may be used at any time as a dwelling, temporary or permanent; nor may any structure of a temporary character be used as a dwelling.

8. **NUISANCES.** No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

9. **BUG ZAPPERS.** Bug zappers are permitted, provided, however, owners shall not permit their operation after 10:00 p.m.

10. **VEHICLE PARKING.** No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any street or on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view. No commercial vehicles shall be regularly parked in the subdivision including, but not limited to, trucks over one-half (1/2) ton or trucks with business signs or logos.

11. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

12. **MAILBOXES.** All mailboxes and replacement mailboxes shall be uniform.

13. **GARBAGE AND REFUSE DISPOSAL.** Trash and refuse disposal will be on an individual basis, Lot by Lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

14. **STORAGE TANKS.** No gas, oil or other storage tanks shall be installed on any Lot.
15. **WATER SUPPLY AND SEWAGE SYSTEMS.** No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any Lot.
16. **DITCHES AND SWALES.** All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.
17. **DRIVEWAYS.** Each driveway in the Subdivision shall be of concrete or asphalt material.
18. **ANTENNA AND SATELLITE DISHES.** There shall be no outside antennas or satellite dishes erected except those approved as to size, design and location by the Architectural Review Committee.
19. **AWNINGS.** No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.
20. **FENCING.** No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision (unless installed by developer) must be wooden or black or green vinyl coated chain link and shall not be higher than four (4) feet; provided, however, decorative privacy fencing not to exceed six (6) feet in height shall be allowed adjacent to patios, pools and decks and for enclosure of solar panels but not otherwise and shall not be used to enclose entire rear yards or side yards. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the house. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.
21. **SWIMMING POOLS.** No above-ground swimming pools shall be permitted in the Subdivision. No hard surfaced sports courts of any kind shall be permitted on any Lot except as approved by the Architectural Review Committee.
22. **SOLAR PANELS.** No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

23. **OUTSIDE LIGHTING.** Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to the other property owners in the vicinity of or adjacent to the Subdivision. Dusk to dawn yard lights shall be maintained by the Owner of each Lot.

24. **SITE OBSTRUCTION.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) 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 or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

25. **SIDE DRAINAGE UTILITY AND SEWER EASEMENTS.** Drainage Utility and Sewer Easements are reserved on side lot lines as shown on Plat.

26. **FRONT DRAINAGE UTILITY AND SEWER EASEMENTS.** A strip of ground twenty (20) feet wide is reserved for Drainage Utility and Sewer Easements along the front of all lots unless otherwise noted.

27. **VIOLATION.** Violation or threatened violation of these covenants and restrictions shall be grounds for any action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and reasonable 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 such covenants or restrictions.

28. **METROPOLITAN DEVELOPMENT COMMISSION.** The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the subdivision Control Ordinance, 58-A0-13, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

29. **AMENDMENT.** These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots or dwellings in the Subdivision; provided, however, that until all of the Lots in such Subdivision have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the 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. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

30. **TERMS.** The foregoing plat covenants and restrictions, as the same may be amended from time to time, 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 and on all persons or entities claiming under them, until December 31, 2016, and thereafter they shall continue automatically in effect unless terminated by vote of a majority of the then Owners of the Lots or dwellings in the Subdivision; provided, however, that no termination of these said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

31. **SEVERABILITY.** Invalidity of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

INDIANA DEVELOPMENT COMPANY, LLC

By: \_\_\_\_\_  
Richard E. Hennessey, Manager

BRUCE GUNSTRA BUILDERS, INC.

By: \_\_\_\_\_  
Bruce Gunstra, President

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for the State of Indiana, personally appeared Richard E. Hennessey, Manager of Indiana Development Company, LLC, an Indiana limited liability company, who as Manager of said company, acknowledged the execution of this instrument on behalf of such company.

Witness my signature and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary Public  
Printed: \_\_\_\_\_  
Resident of \_\_\_\_\_ County

My Commission Expires:

\_\_\_\_\_

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for the State of Indiana, personally appeared Bruce Gunstra, President of Bruce Gunstra Builders, Inc., an Indiana corporation, who as President of said corporation, acknowledged the execution of this instrument on behalf of such corporation.

Witness my signature and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary Public  
Printed: \_\_\_\_\_  
Resident of \_\_\_\_\_ County

My Commission Expires:

\_\_\_\_\_

This instrument prepared by James W. Beatty, Attorney at Law, 1150 Market Square Center, 151 N. Delaware Street, Indianapolis, IN 46204-2518, (317) 236-1040.

### CARRINGTON POINTE

A part of the Southwest Quarter of Section 28, Township 15 North, Range 4 East and part of the Northwest Quarter of Section 33, Township 15 North, Range 4 East in Perry Township, Marion County, Indiana being more particularly described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence South 88 degrees 33 minutes 50 seconds West (assumed bearing) along the North line of said Northwest Quarter and South line of said Southwest Quarter Sections and the North boundary line of said Carrington Park, Section One, 70.02 feet to the POINT OF BEGINNING of this description; thence continuing South 88 degrees 33 minutes 50 seconds West along said North and South line 1031.57 feet; thence North 00 degrees 18 minutes 05 seconds West 334.72 feet; thence South 76 degrees 41 minutes 55 seconds West 476.02 feet; thence South 38 degrees 28 minutes 42 seconds East 76.34 feet; thence South 10 degrees 59 minutes 07 seconds East 178.31 feet to a point on said North and South line; thence North 88 degrees 33 minutes 50 seconds East along said North and South line 201.51 feet to a point on a curve concave Northeasterly, the radius point of said curve being South 79 degrees 55 minutes 03 seconds East 50.00 feet from said point; thence southeasterly along said curve 119.52 feet to the point of tangency of said curve, the radius point of said curve being North 36 degrees 52 minutes 34 seconds West 50.00 feet from said point, said point also being the point of curvature of a curve concave southerly, the radius point of said curve being South 36 degrees 52 minutes 34 seconds East 50.00 feet from said point; thence easterly along said curve 68.47 feet to the point of tangency of said curve, the radius point of said curve being South 41 degrees 34 minutes 47 seconds West 50.00 feet from said point; thence South 48 degrees 25 minutes 13 seconds East 175.33 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 41 degrees 34 minutes 47 seconds East 225.00 feet from said point; thence southeasterly along said curve 118.05 feet to a point on said curve the radius point of said curve being North 11 degrees 31 minutes 11 seconds East 225.00 feet from said point, said point also being on the western boundary line of said Carrington Park, Section One; the following 8 courses are along the western & northern boundary line of said Carrington Park, Section One; (1) North 11 degrees 31 minutes 11 seconds East 50.00 feet to a point on a curve concave northerly, the radius point of said curve being North 11 degrees 31 minutes 11 seconds East 175.00 feet from said point; (2) easterly along said curve 39.57 feet to the point of tangency of said curve, the radius point of said curve being North 01 degrees 26 minutes 10 seconds West 175.00 feet from said point; (3) North 88 degrees 33 minutes 50 seconds East parallel with said North and South line 628.12 feet to the point of curvature of a curve concave northwesterly, the radius point of said curve being North 01 degrees 26 minutes 10 seconds West 125.00 feet from said point; (4) northeasterly along said curve 43.52 feet to the point of tangency of said curve, the radius point of said curve being North 21 degrees 23 minutes 04 seconds West 125.00 feet from said point, said point also being the point of curvature of a curve concave southeasterly, the radius point of said curve being South 21 degrees 23 minutes 04 seconds East 175.00 feet from said point; (5) northeasterly along said curve 43.12 feet to the point of tangency of said curve, the radius point of said curve being South 07 degrees 16 minutes 08 seconds East 175.00 feet from said point; (6) North 84 degrees 36 minutes 07 seconds East 51.14 feet; (7) North 44 degrees 22 minutes 15 seconds East 33.51 feet; (8) North 00 degrees 08 minutes 06

Exhibit A

seconds West parallel with the East line of said Northwest Quarter Section 141.05 feet to the place of beginning containing 7.255 acres, more or less.

