

9560992

25.0
9
Mary S. Clark
RECORDER HAMILTON CO., IN

PLAT COVENANTS AND RESTRICTIONS

95 NOV 15 PM 12: 03

SHELBORNE GREENE

SECTION 1 (COVENANTS)

The undersigned, DAVIS HOMES, LLC., an Indiana limited liability company (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Shelborne Greene, Section 1, which is filed of record Nov 15, 1995, in the office of the Recorder of Hamilton County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated officially as "Shelborne Greene, Section 1" but may also be known as part of "The Highland at Shelborne Greene". 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 Shelborne Greene, dated October 25, 1995 and recorded on Nov 15, 1995 as Instrument No. 9560988, in the office of the Recorder of Hamilton 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 Shelborne Greene Community 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 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. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Maintenance of Common Area shall be performed by the Association as provided in the Declaration.
3. UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer 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),

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 cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the Development Period 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) the use of the Association and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system. 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 storm water drainage will be unimpeded and will not be changed or altered without a permit from the Hamilton County Drainage Board and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Clay Township Regional Waste District and, during the Development Period, for the use of Developer for access to and installation, repair, removal, replacement or maintenance of an underground storm and sanitary sewer system and related manholes at ground level. The delineation of the Utility, Drainage 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 portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as installed by Developer or installed by or with the consent of the parties referred to above, no structures or improvements, including without limitation decks, fences, patios or walkways, shall be erected or maintained upon said easements.

4. LANDSCAPE EASEMENTS. There are areas of ground on the Plat marked "Landscape Easements" which are hereby created and reserved (i) for the use of the Developer during the Development Period for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, posts, fencing, irrigation, signs and other improvements and (ii) for the use of the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, posts, fencing, irrigation, signs and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structure or improvements, including without limitation decks, fences, patios or walkways, shall be erected or maintained in or upon said Landscape Easements. Areas comprising landscaped median islands located in boulevard streets near the entrances to the Subdivision, though part of the dedicated right-of-way, shall be treated by the Association for maintenance purposes as though such areas were shown on the Plat as Landscape Easements.
5. NON-ACCESS EASEMENTS. There are areas of ground on the Plat marked "Non-Access Easements". Such Non-Access Easements are hereby created and reserved to prohibit vehicular access to any Lot on and over the Non-Access Easement by way of a road or driveway.

6. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building 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 in excess of the minimum as designated on the Plat. Except as otherwise shown on the Plat, the minimum front yard setback shall be twenty-five (25) feet. Except as otherwise shown on the Plat, the minimum rear yard setback shall be twenty (20) feet. The minimum side yard setback shall be five (5) feet, with a minimum aggregate distance between residences of ten (10) feet (except for building appendages not exceeding 2 1/2 feet by 6 feet in order to accommodate such items as air-conditioners, heat pumps or fireplaces).

7. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No Residence Unit constructed on a Lot shall have less than Twelve Hundred (1200) square feet of total living area, exclusive of garages, carports and open porches. Each Residence Unit shall include an attached two-car (or larger) enclosed garage.

The maximum height of any Residence Unit constructed on a Lot shall be twenty-five (25) feet measured from finished grade to the underside of the eave line.

8. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family Residence Unit not to exceed two and a half (2 1/2) stories in height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a Residence Unit shall be of a permanent type of construction with a permanent foundation and shall conform to the general architecture and appearance of such Residence Unit.

9. 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 those used by the Developer or by a builder during the construction of a Residence Unit, which temporary construction structures shall be removed upon completion of construction of the Subdivision or Residence Unit, as the case may be.

10. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or 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.

11. 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.

12. VEHICLE PARKING. No camper, motor home, commercial truck (over 3/4 ton load capacity), trailer, boat, personal watercraft, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate repairs on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.
13. 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 may use larger signs during the sale and development of the Subdivision.
14. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.
15. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal shall be on an individual basis, Lot by Lot. The Subdivision shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and home 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. All garbage, trash cans and receptacles and woodpiles shall be screened.
16. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.
17. 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 similar method of sewage disposal shall be located or constructed on any Lot. Individual water systems installed for ancillary or auxiliary purposes shall be permitted by these restrictions if otherwise permitted by law and applicable rules and regulations governing the construction or use thereof; however, all proposed uses of geothermal water systems must initially receive approval from the Architectural Review Committee before being allowed to be constructed. Geothermal heat pumps shall be of the closed-loop type only.
18. DITCHES AND SWALES. All Owners 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. All sump pump discharges shall be connected to a subsurface drain, storm sewer or lake. No such drains shall be discharges directly to the ground surface.

19. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.
20. ANTENNA AND SATELLITE DISHES. Outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that (i) the diameter of the satellite dish shall be no more than twenty-four inches (24"); (ii) only one (1) satellite dish shall be permitted on each Lot; and (iii) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among Residence Units in the Subdivision.
21. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision.
22. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purpose 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 Lot and decorate the same without unreasonable hindrance or obstruction to any other Lot. All fencing used in the Subdivision must be comprised of ornamental iron type material and shall not be higher than four (4) feet. Notwithstanding the foregoing, fences higher than four (4) feet will be permitted if approved by the Architectural Review Committee so long as they are not located on Lots abutting the golf course which adjoins the Subdivision. No fencing shall extend forward of the furthest back front corner of the Residence Unit. The actual style, color, height and location of all fencing shall be generally consistent within the Subdivision and shall be subject, in each case, to prior written approval of the Architectural Review Committee.
23. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.
24. 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.
25. OUTSIDE LIGHTING. Except as otherwise approved by the Association or Developer, 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 other property owners in the vicinity of or adjacent to the Subdivision.
26. SITE OBSTRUCTIONS. 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.

27. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in any portion of 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 attorneys reasonable 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. CARMEL PLAN COMMISSION. The Carmel Plan 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 Carmel Plan Commission; provided that nothing herein shall be construed to prevent the Carmel Plan Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to the Plan Commission's approval of the Plat.
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 in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions 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, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Hamilton 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.
30. SPECIAL RESTRICTION FOR LOT 15. As of the date hereof, Lot 15 of the Subdivision is subject to an option to purchase by the Twin Lakes Golf Club pursuant to an Amendment to Letter Agreement (the "Letter Agreement"), dated August 2, 1995, between Twin Lakes Golf Club and the Developer. If such option shall be exercised in accordance with its terms, then Lot 15 shall be encumbered in the manner described in Paragraph 7 of such Letter Agreement (i.e., no construction of any improvements and preservation in existing natural state as open space), all as would be more particularly provided in a restriction to be contained in the deed to Lot 15 which would be delivered pursuant to the Letter Agreement. If, however, such option shall not be so exercised, then

the provisions of this Paragraph 30 shall be of no further force or effect and Lot 15 may be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied in the same manner as any other Lot in the Subdivision.

31. TERM. The foregoing 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 any portion of the Real Estate and on all persons or entities claiming under them, until December 31, 2015, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots contained in all Subdivisions which are then subject to the Declaration; provided, however, that no termination of said these 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.
32. SEVERABILITY. Invalidation 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 25th day of October, 1995.

Davis Homes, LLC,

By: Davis Holding Corporation

By: 

C. Richard Davis
Vice President

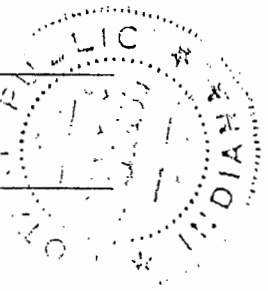
STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the Vice President of Davis Holding Corporation, an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 25th day of October, 1995.

Li-Ching Wu
Notary Public

Li-Ching Wu
Printed



My commission expires:

4-21-96

I am a resident of

Hamilton County, Indiana.

This instrument was prepared by C. Richard Davis, Vice President of Davis Holding Corporation, 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240.

LAND DESCRIPTION

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at a railroad spike, 3 inches down, over a stone with cut cross at the Southwest Corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of North 00 degrees 06 minutes 55 seconds West along the West Line of said Northwest Quarter Section a distance of 471.39 feet to the BEGINNING POINT; thence North 89 degrees 53 minutes 05 seconds East a distance of 40.00 feet; thence North 45 degrees 01 minutes 05 seconds East a distance of 43.04 feet to a curve having a radius of 185.46 feet, the radius point of which bears North 03 degrees 42 minutes 30 seconds West; thence Easterly along said curve an arc distance of 69.44 feet to the point of reverse curvature of a curve having a radius of 20.00 feet, the radius point of which bears South 25 degrees 09 minutes 46 seconds East; thence Southeasterly along said curve an arc distance of 29.72 feet to the point of compound curvature of a curve having a radius of 125.00 feet, the radius point of which bears South 59 degrees 58 minutes 31 seconds West; thence Southeasterly along said curve an arc distance of 43.25 feet to a point which bears North 79 degrees 48 minutes 06 seconds East from said radius point; thence North 79 degrees 48 minutes 06 seconds East a distance of 170.94 feet; thence North 87 degrees 02 minutes 30 seconds East a distance of 57.48 feet to the West Line of a tract of land described in a Deed to Twin Lakes Golf Club, Inc., recorded in Deed Record 359, Page 165 in the office of the recorder of Hamilton County, Indiana (the next four (4) described courses being along the West and North Lines of said tract of land); thence North 02 degrees 57 minutes 30 seconds West distance of 257.59 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 332.00 feet; thence North 45 degrees 00 minutes 00 seconds East a distance of 141.42 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 100.65 feet; thence South 03 degrees 04 minutes 25 seconds West a distance of 116.30 feet; thence South 86 degrees 55 minutes 35 seconds East a distance of 157.46 feet; thence South 05 degrees 09 minutes 02 seconds West a distance of 67.88 feet; thence South 10 degrees 33 minutes 14 seconds East a distance of 497.76 feet; thence South 02 degrees 26 minutes 27 seconds East a distance of 221.14 feet; thence South 66 degrees 32 minutes 55 seconds East a distance of 81.82 feet; thence North 23 degrees 55 minutes 41 seconds East a distance of 202.47 feet to the North Line of said Twin Lakes Golf Club, Inc. tract of land (the next two (2) described courses being along the North Line of said tract of land); thence North 18 degrees 16 minutes 56 seconds East a distance of 674.21 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 216.99 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 279.50 feet to the North Line of the Southwest Quarter of said Northwest Quarter Section; thence South 88 degrees 54 minutes 53 seconds West along the said North Line a distance of 1424.08 feet to the Northwest Corner of the Southwest Quarter of the said Northwest Quarter Section; thence South 00 degrees 06 minutes 55 seconds East along the West Line of said Northwest Quarter Section a distance of 864.44 feet to the BEGINNING POINT, containing 18.844 acres, more or less.

COPY

Instrument
9709731165

9709731165
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 07-31-1997 At 02:17 pm.
DEC COV RES 26.00

PLAT COVENANTS AND RESTRICTIONS

SHELBORNE GREENE

SECTION 2 (HIGHLAND)

The undersigned, DAVIS HOMES, LLC., an Indiana limited liability company (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Shelborne Greene, Section 2, which is filed of record July 31, 1997, in the office of the Recorder of Hamilton County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated officially as Shelborne Greene, Section 2" but may also be known as part of "The Highland at Shelborne Greene". 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 Shelborne Greene, dated October 25, 1995 and recorded on November 15, 1995 as Instrument No. 9560988, in the office of the Recorder of Hamilton 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 Shelborne Greene Community 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 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. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Maintenance of Common Area shall be performed by the Association as provided in the Declaration.

3. UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer 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), 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 cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the Development Period 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) the use of the Association and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system. 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 storm water drainage will be unimpeded and will not be changed or altered without a permit from the Hamilton County Drainage Board and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Clay Township Regional Waste District and, during the Development Period, for the use of Developer for access to and installation, repair, removal, replacement or maintenance of an underground storm and sanitary sewer system and related manholes at ground level. The delineation of the Utility, Drainage 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 portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as installed by Developer or installed by or with the consent of the parties referred to above, no structures or improvements, including without limitation decks, fences, patios or walkways, shall be erected or maintained upon said easements.

4. LANDSCAPE EASEMENTS. There are areas of ground on the Plat marked "Landscape Easements" which are hereby created and reserved (i) for the use of the Developer during the Development Period for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, posts, fencing, irrigation, signs and other improvements and (ii) for the use of the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, posts, fencing, irrigation, signs and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structure or improvements, including without limitation decks, fences, patios or walkways, shall be erected or main-

tained in or upon said Landscape Easements. Areas comprising landscaped median islands located in boulevard streets near the entrances to the Subdivision, though part of the dedicated right-of-way, shall be treated by the Association for maintenance purposes as though such areas were shown on the Plat as Landscape Easements.

5. TREE PRESERVATION EASEMENTS. There are areas of ground on the Plat marked "Tree Preservation Easements". Developer hereby creates and reserves the areas comprising the Tree Preservation Easements for the preservation of trees in such areas. No structures or improvements shall be erected or maintained within or upon such Tree Preservation Easements without the prior written consent of the Architectural Review Committee. No living trees, 2 inch caliper or larger, shall be removed from any Tree Preservation Easement except (a) by public utility companies, governmental agencies, Developer or the Association in connection with such entity's use of the Utility, Drainage or Sewer Easement as herein permitted; or (b) those approved by the Architectural Review Committee.

6. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building 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 in excess of the minimum as designated on the Plat. Except as otherwise shown on the Plat, the minimum front yard setback shall be twenty-five (25) feet. Except as otherwise shown on the Plat, the minimum rear yard setback shall be twenty (20) feet. The minimum side yard setback shall be five (5) feet, with a minimum aggregate distance between residences of ten (10) feet (except for building appendages not exceeding 2 1/2 feet by 6 feet in order to accommodate such items as air-conditioners, heat pumps or fireplaces).

7. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No Residence Unit constructed on a Lot shall have less than Twelve Hundred (1200) square feet of total living area, exclusive of garages, carports and open porches. Each Residence Unit shall include an attached two-car (or larger) enclosed garage.

The maximum height of any Residence Unit constructed on a Lot shall be twenty-five (25) feet measured from finished grade to the underside of the eave line.

8. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family Residence Unit not to exceed two and a half (2 1/2) stories in height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a Residence Unit shall be of a permanent type of

construction with a permanent foundation and shall conform to the general architecture and appearance of such Residence Unit.

9. 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 those used by the Developer or by a builder during the construction of a Residence Unit, which temporary construction structures shall be removed upon completion of construction of the Subdivision or Residence Unit, as the case may be.
10. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or 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.
11. 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.
12. VEHICLE PARKING. No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate repairs on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.
13. 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 may use larger signs during the sale and development of the Subdivision.
14. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.
15. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal shall be on an individual basis, Lot by Lot. The Subdivision shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and home 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. All garbage, trash cans and receptacles and woodpiles shall be screened.

16. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.
17. 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 similar method of sewage disposal shall be located or constructed on any Lot. Individual water systems installed for ancillary or auxiliary purposes shall be permitted by these restrictions if otherwise permitted by law and applicable rules and regulations governing the construction or use thereof; however, all proposed uses of geothermal water systems must initially receive approval from the Architectural Review Committee before being allowed to be constructed. Geothermal heat pumps shall be of the closed-loop type only.
18. DITCHES AND SWALES. All Owners 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. All sump pump discharges shall be connected to a subsurface drain, storm sewer or lake. No such drains shall be discharges directly to the ground surface.
19. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.
20. ANTENNA AND SATELLITE DISHES. Outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that (i) the diameter of the satellite dish shall be no more than twenty-four inches (24"); (ii) only one (1) satellite dish shall be permitted on each Lot; and (iii) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among Residence Units in the Subdivision.
21. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision.
22. 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 Lot and decorate the same without unreasonable hindrance or obstruction to any other Lot. Any fencing used in the Subdivision must be comprised of ornamental iron type material and shall not be higher than four (4) feet. Notwithstanding the foregoing, fences higher than four (4) feet will be permitted if approved by the Architectural Review Committee so long as they are not located on Lots abutting the golf course which adjoins the Subdivision. No fencing shall extend forward of the furthest back front corner of the Residence Unit. The actual style, color, height and location of all fencing shall be generally consistent within the Subdivision and shall be subject, in each case, to prior written approval of the Architectural Review Committee.

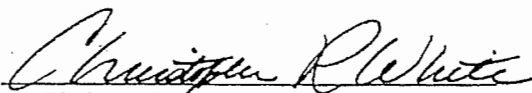
23. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.
24. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, Common Areas and the streets.
25. OUTSIDE LIGHTING. Except as otherwise approved by the Association or Developer, 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 other property owners in the vicinity of or adjacent to the Subdivision.
26. SITE OBSTRUCTIONS. 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.
27. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in any portion of 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 attorneys reasonable 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. CARMEL PLAN COMMISSION. The Carmel Plan 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 Carmel Plan Commission; provided that nothing herein shall be construed to prevent the Carmel Plan Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to the Plan Commission's approval of the Plat.

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 in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions 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, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Hamilton 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.
30. TERM. The foregoing 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 any portion of the Real Estate and on all persons or entities claiming under them, until December 31, 2015, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots contained in all Subdivisions which are then subject to the Declaration; provided, however, that no termination of said these 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. Invalidation 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 10th day of July, 1997.

Davis Homes, LLC,

By: Davis Holding Corporation

By: 
Christopher R. White
Vice President


STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Christopher R. White, the Vice President of Davis Holding Corporation, an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 10th day of July, 1997.

Li-Ching Wu
Notary Public

Li-Ching Wu
Printed



My commission expires:
4-21-00

I am a resident of
Hamilton County, Indiana.

This instrument was prepared by Ronald F. Shady, Jr., Vice President of Davis Holding Corporation, 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240.

Exhibit "A"

LAND DESCRIPTION

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at a railroad spike, 3 inches down, over a stone with cut cross at the Southwest corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of North 00 degrees 06 minutes 55 seconds West along the west line of said Northwest Quarter Section a distance of 1335.83 feet to the Northwest corner of said Northwest Quarter which lies 0.2 feet south and 0.1 west of a railroad spike; thence North 88 degrees 54 minutes 53 seconds East along the North line of said Northwest Quarter Section a distance of 1424.08 feet to the Point of Beginning (said point being the northeast corner of Shelborne Green Section 1, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9560989 in the Records Office thereof); thence continuing North 88 degrees 54 minutes 53 seconds East along said North line a distance of 1279.90 feet to the Northeast corner thereof which lies 0.4 feet north and 0.2 feet east of a 5/8 inch rebar and 1.2 feet east of a 1/2 inch rebar; thence South 00 degrees 10 minutes 13 seconds West along the east line of said Quarter Section a distance of 1436.68 feet; thence South 88 degrees 51 minutes 25 seconds West a distance of 16.33 feet; thence South 00 degrees 10 minutes 13 seconds West a distance of 181.77 feet; thence South 75 degrees 00 minutes 21 seconds East a distance of 17.77 feet; thence South 14 degrees 59 minutes 39 seconds West a distance of 20.00 feet; thence North 75 degrees 00 minutes 21 seconds West a distance of 493.85 feet; thence North 00 degrees 00 minutes 01 seconds West a distance of 749.88 feet; thence North 32 degrees 37 minutes 53 seconds West a distance of 135.71 feet; thence North 45 degrees 00 minutes 00 seconds West a distance of 756.18 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 75.00 feet; thence South 30 degrees 00 minutes 00 seconds West a distance of 181.51 feet; thence South 28 degrees 23 minutes 24 seconds East distance of 436.69 feet; thence South 10 degrees 29 minutes 13 seconds East a distance of 380.38 feet; thence North 89 degrees 35 minutes 05 seconds West a distance of 143.23 feet; thence North 26 degrees 27 minutes 40 seconds West a distance of 246.82 feet; thence North 09 degrees 09 minutes 59 seconds East a distance of 334.90 feet; thence North 28 degrees 23 minutes 24 seconds West a distance of 199.00 feet; thence North 06 degrees 24 minutes 49 seconds West a distance of 20.13 feet to the east line of said Shelborne Greene Section 1; thence North 00 degrees 00 minutes 00 seconds East along the east line of said Shelborne Greene Section 1 a distance of 259.50 feet to the Point of Beginning, containing 25.846 acres, more or less.

9709740542
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 09-25-1997 At 09:46 am.
DEC COV RES 26.00

PLAT COVENANTS AND RESTRICTIONS

SHELBORNE GREENE

SECTION 3 (HIGHLAND)

The undersigned, DAVIS HOMES, LLC., an Indiana limited liability company (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Shelborne Greene, Section 2, which is filed of record Sept. 25, 1997, in the office of the Recorder of Hamilton County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated officially as Shelborne Greene, Section 3" but may also be known as part of "The Highland at Shelborne Greene". 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 Shelborne Greene, dated October 25, 1995 and recorded on November 15, 1995 as Instrument No. 9560988, in the office of the Recorder of Hamilton 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 Shelborne Greene Community 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 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. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Maintenance of Common Area shall be performed by the Association as provided in the Declaration.
3. ACCESS EASEMENT. There is an area of the ground on the Plat marked "Access Easement" which is hereby created and reserved for vehicular and other access thru the Common Area shown on the Plat as Common Area "5" from Colonial Drive to Lots 117, 118, 119, 120 and 121.
4. UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer 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), 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 cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the Development Period 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) the use of the Association and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system. 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 storm water drainage will be unimpeded and will not be changed or altered without a permit from the Hamilton County Drainage Board and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Clay Township Regional Waste District and, during the Development Period, for the use of Developer for access to and installation, repair, removal, replacement or maintenance of an underground storm and sanitary sewer system and related manholes at ground level. The delineation of the Utility, Drainage 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 portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as installed by Developer or installed by or with the consent of the parties referred to above, no structures or improvements, including without limitation decks, fences, patios or walkways, shall be erected or maintained upon said easements.
5. LANDSCAPE EASEMENTS. There are areas of ground on the Plat marked "Landscape Easements" which are hereby created and reserved (i) for the use of the Developer during the Development Period for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, posts, fencing, irrigation, signs and other improvements and (ii) for the use of the Association for access to and the

installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, posts, fencing, irrigation, signs and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structure or improvements, including without limitation decks, fences, patios or walkways, shall be erected or maintained in or upon said Landscape Easements. Areas comprising landscaped median islands located in boulevard streets near the entrances to the Subdivision, though part of the dedicated right-of-way, shall be treated by the Association for maintenance purposes as though such areas were shown on the Plat as Landscape Easements.

6. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building 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 in excess of the minimum as designated on the Plat. Except as otherwise shown on the Plat, the minimum front yard setback shall be twenty-five (25) feet. Except as otherwise shown on the Plat, the minimum rear yard setback shall be twenty (20) feet. The minimum side yard setback shall be five (5) feet, with a minimum aggregate distance between residences of ten (10) feet (except for building appendages not exceeding 2 1/2 feet by 6 feet in order to accommodate such items as air-conditioners, heat pumps or fireplaces).

7. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No Residence Unit constructed on a Lot shall have less than Twelve Hundred (1200) square feet of total living area, exclusive of garages, carports and open porches. Each Residence Unit shall include an attached two-car (or larger) enclosed garage.

The maximum height of any Residence Unit constructed on a Lot shall be twenty-five (25) feet measured from finished grade to the underside of the eave line.

8. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family Residence Unit not to exceed two and a half (2 1/2) stories in height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a Residence Unit shall be of a permanent type of construction with a permanent foundation and shall conform to the general architecture and appearance of such Residence Unit.

9. 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 those used by the Developer or by a builder during the construction of a Residence Unit, which temporary construction

structures shall be removed upon completion of construction of the Subdivision or Residence Unit, as the case may be.

10. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or 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.
11. 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.
12. VEHICLE PARKING. No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate repairs on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.
13. 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 may use larger signs during the sale and development of the Subdivision.
14. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.
15. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal shall be on an individual basis, Lot by Lot. The Subdivision shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and home 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. All garbage, trash cans and receptacles and woodpiles shall be screened.
16. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.
17. 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 similar method of sewage disposal shall be located or constructed on any Lot. Individual water systems installed for ancillary or auxiliary purposes shall be permitted by these restrictions if otherwise permitted by law and applicable rules and regulations governing the construction or use thereof; however, all proposed uses of geothermal

projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the Subdivision.

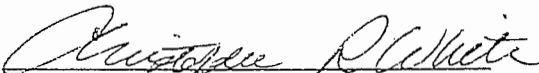
26. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points 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.
27. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in any portion of 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 attorneys reasonable 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. CARMEL PLAN COMMISSION. The Carmel Plan 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 Carmel Plan Commission; provided that nothing herein shall be construed to prevent the Carmel Plan Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to the Plan Commission's approval of the Plat.
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 in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions 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, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Hamilton 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.

30. TERM. The foregoing 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 any portion of the Real Estate and on all persons or entities claiming under them, until December 31, 2015, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots contained in all Subdivisions which are then subject to the Declaration; provided, however, that no termination of said these 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. Invalidation 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 3rd day of September, 1997.

Davis Homes, LLC,

By: Davis Holding Corporation

By: 
Christopher R. White
Vice President


STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Christopher R. White, the Vice President of Davis Holding Corporation, an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 3rd day of September, 1997.

Li-Ching Wu
Notary Public

Li-Ching Wu
Printed



My commission expires:

4-21-00

I am a resident of
Hamilton County, Indiana.

This instrument was prepared by Ronald F. Shady, Jr., Vice President of Davis Holding Corporation, 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240.

Exhibit "A"

LAND DESCRIPTION

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at a railroad spike, 3 inches down, over a notch in the high point of a stone at the Southwest corner of the Southeast Quarter of said Section 8; thence on an assumed bearing of North 88 degrees 57 minutes 04 seconds East along the south line of said Southeast Quarter Section a distance of 619.07 feet to the southeast corner of Shelborne Green Section 6, a subdivision in Hamilton County, Indiana, the plat of which is recorded in P.C. No. 1, Slide No. 632 as Instrument Number 9560991 in the Office of The Recorder of said Hamilton County, Indiana (the next two described courses being along the southerly lines thereof); thence North 02 degrees 12 minutes 33 seconds West a distance of 255.26 feet; thence North 86 degrees 07 minutes 09 seconds East a distance of 330.88 feet to the west line of Shelborne Greene Section 7, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9609644113 in Plat Cabinet Number 1, Slide Number 730 in the Recorders Office of said Hamilton County, Indiana (the next three (3) described courses being along the west, south and east lines of said Shelborne Greene Section 7); thence South 02 degrees 12 minutes 33 seconds East a distance of 271.62 feet to the south line of said Southeast Quarter Section; thence North 88 degrees 57 minutes 04 seconds East along the south line of said Southeast Quarter Section a distance of 393.67 feet to the Southeast Corner of the West Half of said Southeast Quarter; thence North 00 degrees 05 minutes 26 seconds East along the east line of the west half of said southeast quarter a distance of 1414.37 feet to the northeast corner of said Shelborne Greene Section 7 and the Point of Beginning; thence continuing North 00 degrees 05 minutes 26 seconds East along said east line a distance of 1256.31 feet to the northeast corner of the west half of said southeast quarter; thence South 88 degrees 50 minutes 30 seconds West along the north line of said southeast quarter a distance of 1351.03 feet to the northwest corner of said southeast quarter; thence South 00 degrees 10 minutes 13 seconds West a distance of 100.31 feet; thence South 88 degrees 51 minutes 25 seconds West a distance of 16.33 feet; thence South 00 degrees 10 minutes 13 seconds West a distance of 181.77 feet; thence South 75 degrees 00 minutes 21 seconds East a distance of 17.77 feet; thence South 14 degrees 59 minutes 45 seconds West a distance of 20.00 feet; thence North 89 degrees 12 minutes 10 seconds East a distance of 138.74 feet; thence South 65 degrees 15 minutes 28 seconds East a distance of 304.42 feet; thence South 55 degrees 42 minutes 27 seconds East a distance of 622.64 feet; thence South 45 degrees 00 minutes 00 seconds East a distance of 289.81 feet to a curve having a radius of 452.53 feet, the radius point of which bears North 77 degrees 09 minutes 58 seconds West; thence southwesterly along said curve an arc distance of 135.58 feet to the point of compound curvature of a curve having a radius of 311.20 feet, the radius point of which bears North 60 degrees 00 minutes 00 seconds West; thence southwesterly along said curve an arc distance of 73.95 feet to a point bearing South 46 degrees 23 minutes 04 seconds East from said radius point; thence South 46 degrees 22 minutes 05 seconds East a distance of 25.00 feet to a curve having a radius of 336.05 feet, the radius point of which bears North 46 degrees 22 minutes 05 seconds West; thence westerly along said curve an arc distance of 359.93 feet to a point bearing South 15 degrees 00 minutes 00 seconds West from said radius point; thence South 15 degrees 00 minutes 00 seconds West a distance of 39.28 feet to the north line of said Shelborne Greene Section 7 (the next eight (8) described courses being along the said north line); thence North 88 degrees 53 minutes 46 seconds East a distance of 303.84 feet; thence North 77 degrees 32 minutes 41 seconds East a distance of 120.19 feet; thence North 12 degrees 27 minutes 19 seconds West a distance of 16.92 feet; thence North 75 degrees 15 minutes 18 seconds East a distance of 50.04 feet to a curve having a radius of 20.00 feet, the radius point of which bears North 77 degrees 32 minutes 41 seconds East; thence northeasterly along said curve an arc distance of 30.97 feet to a point which bears North 13 degrees 43 minutes 41 seconds West from said radius point; thence North 76 degrees 16 minutes 19 seconds East a distance of 13.25 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 13 degrees 43 minutes 41 seconds East; thence easterly along said curve an arc distance of 30.20 feet to a point which bears North 00 degrees 06 minutes 50 seconds East from said radius point; thence South 89 degrees 53 minutes 10 seconds East a distance of 111.76 feet to the Point of Beginning, containing 22.110 acres, more or less.