



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

I, the undersigned, do hereby set aside twelve (12) acres described in the engineer's reports as four (4) - three (3) acre building tracts, to be known hereafter as McMillan Woods Estates. This property shall be controlled by the City of Indianapolis under zoning classification A-2 by present and future parcel owners and shall be subject to the following covenants which shall run with the land.

1. There is a strip of land marked "Drainage Easement", twenty-five feet (25') in width, shown on the attached engineer's report that is reserved for underground drainage tile for parcel owners to connect their septic field perimeter drains.
 - A. Parcel owners shall not connect surface water drains or down spouts to this underground drainage tile.
 - B. Stand pipes with caps have been installed and must be protected to mark the underground drainage tile and to provide governmental health authorities with a provision to monitor subsurface water quality. Governmental health authorities shall have the right to enter upon the drainage easement and to collect water samples at their discretion.
 - C. Parcel owners shall be responsible for the protective upkeep, care, and maintenance of the stand pipes and underground drainage tile.
 - D. Driveways may be constructed over the drainage easement but no permanent buildings or structures are to be erected or maintained upon the drainage easement. No trees shall be planted upon the drainage easement. Parcel owners shall take title subject to the rights of the public utilities and to the rights of the owners of the other parcels.
 - E. All septic systems on said tracts must be approved and constructed in accordance with Marion County Health Department regulations.
 - F. All field drainage tile encountered during excavation and construction outside the drainage easement shall be reconnected or shall be rerouted and reconnected allowing uninterrupted flow as originally provided. There shall be no perimeter drains or extension tile added to existing field tile.
 - G. Any parcel owner damaging or failing to maintain the underground drainage tile and/or field tile shall be held responsible of such action and shall be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, the Department of Public Works shall cause said repair to be accomplished and the bill for said repairs shall be sent to the affected parcel owner for immediate payment. Failure to pay said bill shall result in a lien against the parcel owners property.
2. Residences or Dwellings
 - A. No residence or dwelling shall be permitted on any tract that does not provide at least 2,000 square feet of living area on the ground floor for a one story or one and one half story house or residence, exclusive of the area taken up by attached garages and breezeways. No residence shall be permitted on any parcel that does not provide at least 2,650 square feet of living area for a two story house or residence, exclusive of the area taken up by attached garages and breezeways.
 - B. All residences or dwellings shall be constructed of at least seventy percent (70%) brick, stone, or stone veneer. This shall also apply to porches, breezeways, and attached garages. No artificial brick or stone shall be used.
 - C. No residence or dwelling shall be erected closer than one hundred feet (175') from the Stop 11 Road property line.

- D. No trailer, basement, shack, garage, barn, or other out building erected on any tract at any time shall be used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used as a residence.

3. Architectural and Homeowners Committee

- A. No building or fence shall be erected, placed, altered, owned, moved, used, or occupied until building plans, specifications, and plot plan for all structures proposed to be erected thereon, showing location of such buildings, have been approved in writing as to conformity and harmony with other structures on tracts within this plotted area, by the Architectural and Homeowners Committee. This committee shall be composed of Donna M. Copeland, and added committee representatives designated by a majority of the members of said committee. Power to act shall be by majority vote of all of the members of said committee.
- B. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design, specifications, and location.
- C. In the event said committee fails to approve or disapprove such design, specifications, and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection, placing, altering, owning, moving, using, or occupying such building has been commenced prior to completion thereof, such approval shall not be required and these covenants shall be deemed to have been fully complied with. Members of said committee shall not be entitled to any compensation for services performed pursuant to these covenants.
- D. The powers and duties of said committee shall cease on and after January 1, 2000. Thereafter, the approval described in these covenants shall not be required, unless prior to said date and effective thereon a written instrument shall be executed by the majority of the parcel owners within this plotted area, and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers exercised previously by said committee.
- E. Prospective parcel owners shall be responsible for investigating the ability of obtaining building and septic permits prior to closing.
- F. If a residential dwelling is to be built on the four plus (4+) acre tract of ground adjacent to Tract 2, it shall be subject to all restrictions and agreements stated in these covenants. If the tract is to be used for other than residential purposes, the following restrictions shall also apply:

The structure shall be a professional office building of a design commensurate with the residential nature of the surrounding properties. The maximum height of said building shall be limited to one and one half stories. Location of said building and/or any parking areas shall be kept within a boundary line one hundred feet (100') from any shared property line. Square footage of said building shall be mutually agreed upon by prospective parcel owner and the Architectural and Homeowners Committee.

4. Detached Buildings and Fences

- A. No buildings used for housing farm animals shall be erected on any tract.
- B. All detached buildings shall blend with the residential nature of the surrounding properties. No galvanized sheds shall be allowed.

C. Fences are the responsibility of the parcel owners. Cooperation in building fences on property lines is encouraged, but not mandatory to those who do not need them. Fence set back is one hundred seventy-five feet (175') from south property line. Fencing materials and construction shall be pleasing and strong enough to contain the animals a parcel owner keeps. Electric fences and barbed wire fences shall not be used. Woven wire fencing shall be plastic coated quality and kept tight. Board fence, plastic decorative fence, and rail fences are encouraged to make the area as neat appearing as possible.

5. Weeds

A. Improved parcels, unimproved parcels, and portions thereof, shall receive regular mowings by parcel owners to control unsightly and menacing vegetation.

6. Actual construction work on any dwelling or accessory building shall commence within one month after a basement is dug, weather permitting, or building material of any kind is delivered on any building site in this plotted area and exterior of said building shall be completed within six months, unless an extension is applied for and approved by the Architectural and Homeowners Committee.
7. All lawns shall be finish graded and seeded within sixty (60) days after completion of the construction of the principal building. All weeds shall be kept eradicated or mowed.
8. If required, all roadside ditch culverts installed by parcel owners shall be installed so as to provide perpetual and free flow of drainage of all tracts.
9. No industrial or commercial enterprise, or breeding of livestock, fur bearing animals, or poultry of any description shall be conducted on any tract within this plotted area.
10. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other parcel owners within this plotted area.
11. No tract shall be subdivided into two or more tracts.
12. No disabled vehicles shall be stored longer than sixty (60) days on any tract within this plotted area and there shall be no outside storage of unsightly materials of any kind.
13. Invalidation of any of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect and shall be binding upon all parties claiming under them, unless an instrument signed by a majority of the then parcel owners has been recorded, agreeing to change said covenants in whole or in part.
14. These covenants shall run with the land and inure to the benefit of all the grantees of the subject land, their heirs, assigns, successors in interest, transferees, and/or personal representatives, and the said grantees, their heirs, assigns, and/or personal representatives and the said grantors, their heirs, assigns, and/or personal representatives shall have the right to enforce these restrictive covenants by any action at law or equity available to said grantees or grantors, their heirs, assigns, and/or personal representatives, including but not limited to, restraining orders and permanent injunctions against the breach of the continued breach of said covenants.

WITNESS my signature this 30th day of May, 1990.

Donna M. Copeland

STATE OF INDIANA)
SS:
COUNTY OF MARION)

Personally appeared before me, a Notary Public in and for said County and State, Donna M. Copeland, acknowledged the execution of the above and foregoing certificate as her voluntary act and deed of the use and purpose therein expressed.

WITNESS my hand and seal this 30th day of May, 1990.

Notary Public

PRINTED: Maurice G. Harbert

RESIDING IN: Marion County

MY COMMISSION EXPIRES: February 24, 1992

Prepared by DONNA M. COPELAND

MWE