

DEVELOPMENT STANDARDS AND PLAT  
RESTRICTIONS AND COVENANTS FOR

CHAPEL BEND SUBDIVISION

The undersigned, Ivy Homes, Inc., as owners of the attached real estate, does hereby lay off, plat and subdivide the said real estate in accordance with the attached plat and certificate.

This subdivision shall be known as Chapel Bend.

The streets and sidewalks, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Easements" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences and sidewalks, shall be built, erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked "Drainage Easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created, and subject at all times to the proper authorities and the easement hereby created and no permanent structure of any kind shall be built, erected or maintained on any such "Drainage Easement".

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one (1) detached single family dwelling not to exceed two (2) stories in height and an attached private garage for not less than two (2) or more than three (3) cars. Carports with open sides shall not be permitted. All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways shall be permitted.
2. All dwellings constructed upon any lot in this development shall conform to the following minimum living area requirements, to-wit: a) the ground floor living area of all single story dwellings shall contain not less than 1,200 square feet (exclusive of one (1) story open porches and garages and other areas not considered living area.

Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of the City of Indianapolis, County of Marion, in Indiana, shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval

of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be substantially the following form, to-wit:

THIS SITE AND/OR BUILDING PLAN FOR LOT \_\_\_\_\_ IN CHAPEL BEND, SECTION 11, HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY \_\_\_\_\_ AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, AS REQUIRED BY THE PLAT OF CHAPEL BEND.

CHAPEL BEND ARCHITECTURAL CONTROL  
COMMITTEE

By \_\_\_\_\_

3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back as shown on the recorded plat. No building shall be located nearer than 5 feet to a side yard line, and the total side yard set-back (both sides) must be at least 13 feet. No building shall be erected closer than 20 feet to the rear lot line, unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design. No garage or storage building may be constructed separate and apart from the main dwelling.
4. Certain additional rights and restrictions of use and lot owners' responsibilities are placed on each lot and the common area within the attached plat. These restrictions are embodied in a document entitled "Declaration of Covenants and Restrictions for "Chapel Bend Association, Inc.", which has been executed by the undersigned and placed of record in the office of the Recorder of Marion County, Indiana, concurrently with the recording of this plat and constitutes further standards, covenants and restrictions applicable to all lots and common areas in Chapel Bend running with the land, binding all present and future owners thereof. The Not-For-Profit homeowners association, Chapel Bend Association, Inc., formed concurrently with the execution of this plat and governed in part by the terms and provisions of the aforesaid Declaration, has been formed for the purposes of: 1) maintaining the lakes and other common areas, 2) maintaining entryways, parkways and sidewalks, 3) maintaining landscaping and 4) performing all other functions necessary in the best interests of the development and community, and among all other provisions is empowered to assess and collect sums from all lot owners in Chapel Bend annually and as deemed necessary specially to facilitate the purposes of the association and the best interests of Chapel Bend.
5. No building, including storage facilities and mini-barns, shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure with all existing trees identified and ground floor elevations specified thereon, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations and existing trees and foliage. No fence or wall or mail box and post shall be erected, placed, or altered on any lot or within the development, unless previously approved by the Architectural Control Committee in writing. Approvals shall be as provided in

paragraphs 2 and 7 of these Covenants. It shall be the lot owner's responsibility to comply precisely with all building and site finish ground elevations as finally required and approved by the Indianapolis Department of Public Works and as evidenced upon the final construction plans for the development of Chapel Bend.

6. The Architectural Control Committee shall be composed of not less than three (3), nor more than five (5) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant. The Committee shall serve at the discretion of the undersigned.
7. The Architectural Control Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within ten (10) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.
8. With approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.
9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No exterior lighting shall be allowed to reflect on adjacent properties.
10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a garbage disposal unit. Outside trash burners will not be permitted.
11. No sign of any kind, except for realtor or similar such signs, shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during the construction period, as approved by the developer. Violation of this sign restriction will result in Fifty Dollars (\$50.00) per day liquidated damages payable to the developer until such time as the homeowners association owns and is responsible for the maintenance of the common areas, at which time such liquidated damages shall be payable to the said association.
12. No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or

other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any lot. All propane tanks must be concealed.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and provided that any dogs kept outdoors are leashed or in a fenced area.
14. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, masts, towers, solar heat units, or satellite dishes of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee. No trash or building materials may be burned or buried on any lot within the development and all lots shall be kept clean at all times during construction.
15. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two (2) and six (6) feet above roadways 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 them at points twenty five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No driveway shall be located within forty (40) feet of the intersection of two (2) street lines. Sidewalks shall be constructed as required by the sidewalk plan approved by the Plat Committee for the Department of Metropolitan Development, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided however, that certain common area sidewalks shall be constructed by the developer as designated on the final development – sidewalk plan. All sidewalks to be constructed by lot owners shall be completed at such time as the driveway on the lot is constructed, or within eighteen (18) months of the date such lot is initially conveyed by the undersigned, whichever date shall first occur.

16. Each lot shall be kept in a neat and pleasing manner, with the grass mowed when necessary to maintain a growth of six (6) inches or less at all times. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.
17. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and Marion County and will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. Geo-thermal systems shall be approved by all applicable agencies prior to installation. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and esthetic quality prior to construction. Owners are hereby advised that such systems are

generally discouraged and will not be approved unless their design blends aesthetically with the structure and adjacent properties. No mailbox shall be erected or maintained on any lot or within the development without prior approval of the Architectural Control Committee.

18. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.
19. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.
20. The finished yard elevations at the house site on lots in this subdivision shall be not lower than the elevations shown on the general development plan, and shall be approved in writing by the Architectural Control Committee prior to construction. The lot owner shall be solely responsible for maintaining all finished grade elevations in accordance with the approved development plans and shall bear the cost of all grading or improvements necessary to bring the lot into compliance with these Covenants.
21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Indianapolis Department of Public Works and the Architectural Control Committee. Property owners must maintain these swales as sodded grass areas or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been permitted by the Indianapolis Department of Public Works. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be give 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Indianapolis Department of Public Works will call for said repairs to be accomplished, and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment.
22. All construction commenced on any lot within the development shall be completed within one hundred twenty (120) days, unless circumstances beyond the reasonable control of the builder and/or owner prevent such. The undersigned and/or Association shall have standing and authority to seek an injunction or order for the removal of all materials and partially completed structures in violation of the Covenant.
23. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

24. These restrictions are hereby declared to be Covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after fifteen (15) years following the date of recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part.
25. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the Covenants shall not be considered as a waiver of the right to enforce any Covenant herein, thereafter.
26. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitation contained in this plat other than those covenants, commitments, restrictions of limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.