

## PLAT RESTRICTIONS FOR HERITAGE PLACE SUBDIVISION

The idea behind the creation of Heritage Place Subdivision is to go back to a time when children lived in a village where they could go down the street to the general store or a friend's house and return safely, when neighbors were friendly and neighborly but still respected privacy, when there was a real sense of community, when young and old mingled freely, and when people could sit on their front porch and socialize with neighbors taking a stroll. Furthermore, the idea is to not just create this village anywhere, but to do it in the Town of Cammack in Delaware County, Indiana. This is the motivating concept behind the Declarants' purpose in creating Heritage Place in Cammack.

To implement the concept set forth in the preceding paragraph, the undersigned, Yellow Rose Properties, LLC, an Indiana Limited Liability Company, (hereinafter referred to as the "Developer"), the owner of the real estate shown and described herein, hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as Heritage Place (hereinafter referred to as "Subdivision"), an addition in Delaware County, Indiana. In addition to the covenants and restrictions hereinafter set forth and contained in this plat, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in that certain Declaration of Covenants, Easements, and Restrictions of Heritage Place Subdivision recorded on the 14th day of December, 2004, in Miscellaneous Record 2004, page 5718 through page 5757 inclusive, as Instrument Number 029426 in the office of the Recorder of Delaware County, Indiana (the "Declaration"), and to the rights, powers, duties, and obligations of the Heritage Place Homeowners Association, Inc. (the "Association") and Heritage Place Architectural Committee (the "Architectural Committee") as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in the Declaration shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions, recitals, preamble, consideration statement, exhibits, and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants, restrictions, provisions, conditions, and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in the Subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

1. The right-of-way of Jackson Street as shown on the within plat, if not heretofore dedicated, is, subject to existing easements, hereby dedicated to the public, provided that the use of said space by any utilities shall be underground only.
2. The streets shown on the within plat and the several parts thereof, together with the entranceways and connecting streets, are public streets which are dedicated to the public
3. The Association shall, in accordance with the terms of the Declaration, maintain the Common Area (as that term is defined in the Declaration). The Common Area as shown

on this plat and which shall be included in the definition of Common Area for purposes of the Declaration shall include, but not be limited to, any areas designated on this plat as a detention basin, common area, and any type of easement(s). The costs and expenses of such maintenance, together with the costs of maintaining all other elements of the Common Area including the Drainage and Utility Easements, and Utility Easements, as set out in the plat shall be assessed as part of the general assessment against the owners of all lots in the Subdivision as provided in the Declaration. All Common Areas within the Subdivision shall be subject to the terms and provisions of the Declaration governing the use, development, and maintenance thereof.

4. There are strips of ground as shown on the within plat marked (1) "Drainage and Utility Easement" and (2) strips of ground marked "Utility Easement" either separately or in combination with one or more of the other easements (hereinafter referred to as "Easements"). All of the foregoing Easements are reserved for the use of the public utility companies, governmental agencies and the Association, as follows: any Easement containing the word "Drainage" in its title is created to provide paths and courses and a system for natural area and local storm drainage either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and/or the county public drainage system, and the owners of lots are and shall be required to keep the natural drainage free of obstructions, whether they be structures or plant material so that the flow of the water will be unimpeded. Furthermore, if the side lots act as natural surface drains of storm water, such side lots shall not be changed by the lot owner but shall be maintained by the lot owner as a natural drainage swale or runoff area. Also, if Any Easement containing the word "Utility" in its title is created for the use of all public utility companies, not including transportation companies, but including private water supply companies, sanitary sewage companies, natural gas companies, telephone companies, cable television companies, and electric companies, for the installation and maintenance of underground mains, ducts, pipes, cables, wires, lines, and other utility installations for the purpose of furnishing utility services. No structures are to be erected or maintained upon the said Utility Easement, including, but not limited to wireless communication or satellite antennae. The owners of the lots in the Subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies and governmental agencies and Association therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities and the Easements herein granted and reserved.

5. Building setback lines are hereby established as shown on this plat. No building or other structure shall be placed closer to the street right-of-way or the property lines of each lot that is shown by the building setback lines or as otherwise stated in the Plat Restrictions or shown in the Plat. If the plat does not show a setback line, the front yard and rear yard building setback lines shall be thirty (30) feet from the property lines and the side yard building setback line shall be a distance of at least eight (8) feet from the property line. As to all lots in the Subdivision the owners shall be required to submit a drainage plan (which shall show compliance with the minimum building pad elevation for the lot as stated on the plat) to the Architectural Committee for its approval and which must also be submitted as part of the application for a building permit and satisfactory to the governmental agency which issues building permits. No building shall be constructed lower than the minimum building pad elevation set forth in the Plat. The minimum building pad elevation on the plat shall constitute the minimum elevation for all building on said lots. All Living Area Floor Elevations must be a minimum of thirty

(30") inches higher than finish grade of the front entry of the house or thirty inches (30") above the front house elevation.

Where buildings are erected on more than one single lot, the foregoing restrictions shall apply to combined lots (or parts thereof) as if they were one single lot, and the restrictions apply based on the distance from the buildings, structures or other improvements to the adjacent lot lines of the lots adjoining the combined lot.

6. Outdoor Lighting and Mailboxes. All outdoor lighting on any lot shall be subject to the approval of the Architectural Committee, and all applications for such approval shall be in writing, except that approval shall not be required for the Developer. In addition, no exterior lighting shall be installed on any lot without the prior written approval of the Architectural Committee and in no event whatsoever shall lighting be installed which will flow onto or be a nuisance to any other lot. All outdoor lighting on any lot shall be subject to the approval of the Architectural Committee, and all applications for such approval shall be in writing, except that approval shall not be required for the Developer. Any exterior dusk to dawn lighting must be either sodium vapor or otherwise amber in color.

Uniform front yard lights approved by the Architectural Committee shall be installed by the owner at owner's expense prior to the completion of construction of a dwelling on a lot. After installation the owner shall maintain and replace the installed light if necessary at the owner's expense. Any replacement front yard light shall only be that approved by the Architectural Committee in advance of replacement.

The Developer shall install street lighting. The maintenance and payment of utility bills incurred thereafter in operating the street lighting shall be done at the expense of the Association. The Association may assess each owner in the Subdivision for the cost of operating and maintaining street lighting.

Uniform mailboxes approved by the Architectural Committee shall be installed on the lot in the location approved by the Architectural Committee by the owner at owner's expense prior to the completion of construction of a dwelling on a lot. After installation the Association shall maintain and replace the damaged uniform mailbox if necessary at the owner's expense. Any replacement mailbox may only be that approved by the Architectural Committee in advance of replacement.

7. Notwithstanding anything in these Plat Restrictions to the contrary, in addition to the terms and conditions set forth in these Plat Restrictions, each owner or builder acting on behalf or as an agent of an owner must comply with the Requirements for Construction set forth below on these Plat Restrictions, which by this reference are attached hereto and made an integral part hereof. In the event of an apparent or actual conflict between the Requirements for Construction and these Plat Restrictions, the Requirements for Construction shall control. The Real Estate and all improvements on any portion thereof shall be used or occupied only for residential purposes, with (i) no more than one (1) detached single-family dwelling with an attached private garage for at least two (2) but not more than four (4) cars, (ii) if permitted by the Architectural Committee, one (1) accessory dwelling structure per Lot and (iii) one (1) nuclear family per Lot. Except as provided in this paragraph seven (7), no business buildings shall be erected on the Real Estate and no commercial enterprise may be conducted on any part

thereof including, but not limited to, any hotel, motel, bed and breakfast, or transient use. No lease on any Lot or portion thereof shall have a term of less than six (6) months. Before commencing or having a builder commence any construction on a Lot, the owner shall provide the Architectural Committee a copy of any building permit obtained from the duly authorized governmental authority which authorizes such construction and obtain the Architectural Committee's written approval of the said building permit. Please note that while these Plat Restrictions allow for the construction of an accessory dwelling, any construction of such accessory dwelling as permitted and discussed in these Plat Restrictions shall be subject to such structures being allowed by the applicable zoning and developmental standards ordinance(s) and regulation(s) of Delaware County, Indiana. Before commencing construction on any accessory dwelling, the owner of a lot shall provide the Architectural Committee with any necessary zoning or developmental standard approval permitting the construction of such accessory dwelling.

8. On any lot designated on this plat (i) for each multi-story dwelling constructed on such lot, exclusive of one story open or screened porches, terraces, porticos, balconies, carports, and garages, there shall not be less than 2200 square feet of finished and livable floor area and (ii) for each single story dwelling constructed on such lot, exclusive of open or screened porches, terraces, balconies, carports, and garages, there shall not be less than 1600 square feet of finished and livable floor area. Basement floor area shall not be counted in the above square footages and shall be in addition thereto. At no time shall there be on the lot in the Subdivision or on the exterior of any dwelling any satellite dish greater than eighteen inches (18") in diameter, antenna, wireless communication receiving devices, or similar devices or cables thereto. Notwithstanding the foregoing, the Architectural Committee, or the Developer shall with respect to lots on which no dwelling has begun to be constructed, may increase each of the minimum square footages, may increase or decrease building setbacks for individual lots or in the aggregate, may promulgate and amend construction guidelines, including but not limited to those set forth in the Declaration and the Requirements for Construction hereof and which include, but are not limited to, heights, number of stories, widths, depths, styles, materials, roof pitches, garage locations, landscaping, and related matters. In addition to the foregoing, the owner of each lot must comply with local zoning ordinances or seek variances thereof.

9. Except as provided in this Section 9, no structure shall be erected, altered, placed, or permitted to remain on any Lot, other than one detached, accessory dwelling unit and one detached single-family dwelling with an attached, front, rear, or side-loading garage for at least two (2) but not more than four (4) cars. No such structures shall be erected on any lot without the prior written approval of the Architectural Committee. All side and front loading garages must be set back at least a minimum of eight (8) feet behind the leading edge of the front elevation. Except as provided in this Section 9, any garages, pool houses, storage areas or any other structure which if detached would be considered an accessory building must be attached to and be under the same roofline or rooflines as the primary dwelling, shall be of a permanent type of construction and shall conform to the general architecture and appearance of said residence. No shack of any type, mobile home, modular home, manufactured housing, outhouse, detached storage shed or tool shed, cage, or barn of any kind whatsoever shall be erected, situated, stored, or otherwise located on any Lot, except

a. such structures used by a builder during the construction of a proper single-family dwelling structure, provided such builder's temporary structures shall be promptly

removed from the Lot upon substantial completion of the proper structure and shall not be permitted to remain on the lot in any event for more than twelve (12) months after the commencement of construction of the proper single-family dwelling structure, unless such period is extended in writing by the Developer or the Architectural Committee,

b. a free standing pool house in close proximity to the pool and which has the exterior and roof which matches the primary dwelling on the lot. Lot, and

c. upon the prior written approval of the Architectural Committee a free standing, detached accessory dwelling approved and constructed in accordance with the Requirements for Construction, and which in accordance with paragraph 19 below has the same type of exterior and roof which is also on the primary dwelling on the lot. Except as provided in the preceding sentence, no structure of a temporary or readily moveable character may be placed upon any Lot or used as a residence.

Notwithstanding anything contained in these Plat Restrictions, at no time on any lot abutting Jackson Street shall there be any building or structure erected on that portion of the said lot between the rear building or set back line of said lot and Jackson Street.

10. Except as stated herein, all motor vehicles belonging to members of a household of an owner of a lot shall have permanent parking spaces in garages or driveways constructed on the lots in the Subdivision, and no disabled vehicle shall be stored on any lot in the Subdivision. No recreational vehicle; all terrain vehicle; go-kart; mini-bike, motorcycle; racing car or parts thereof; bus; coach; boat; jetski; watercraft; snowmobile; boat, jetski, watercraft, or snowmobile trailer; semi-trailer; semi tractor; truck or van of any type (except minivan, conversion van, van with a maximum capacity of fifteen (15) persons, or a pick-up truck owned by an owner of a lot), farm equipment, excavation equipment, camper, motor home, tractor, or trailer of any kind may be stored, parked, located, or otherwise situated at any time on any lot or any street of the Subdivision or the Common Area; provided, however, such vehicles may be stored in the garage of the primary dwelling on the lot if such vehicle cannot be seen from any street or any lot in the Subdivision. Except as may be allowed in Requirements for Construction of the Declaration during building activity, no vehicle shall be parked on a regular, recurrent, or permanent basis on any street in the Subdivision. This Section 10 shall not apply to any construction vehicles, trailers, or equipment of Developer or any other builder in the Subdivision during the development thereof nor shall apply to any excavation equipment used to perform services for any utilities in the Easements or the Common Area. No parking on or other type of blocking of a sidewalk shall ever be allowed. Also, at no time shall there be any roller skating, skateboarding, or rollerblading be allowed in the Subdivision on any sidewalk adjacent to a street.

11. No sign of any kind shall be displayed to the public view on any lot (whether indoors or outdoors), except:

(a) that one sign of not more than six square feet may be displayed by an owner of a lot for the purpose of advertising a house or dwelling unit for sale or rent,

(b) signs, including directional signs, ordered installed by Developer to advertise the presence of a display of dwelling units in the Subdivision such as a Parade of Homes or Home-a-Rama or other such similar display of dwelling units;

(c) signs of not more than six square feet as may be erected by the builders or lot owners (including Developer) to advertise a lot during construction thereon or the sale of

a new dwelling unit on the lot;

(d) such other signs as may be approved by the Architectural Committee

(e) signs, including directional signs, indicating the location of Developer or its designee's dwelling unit models or sales offices; and

(f) if necessary under applicable zoning regulations or requirements, signs required by any zoning authority having jurisdiction thereof.

12. No lot shall be used or maintained as a dumping ground or area for trash. Rubbish, garbage, or other waste shall not be kept on any lot except in sanitary, windproof containers, and such containers shall be kept clean, shall be stored in the garage of each respective unit except for trash pick-up days and shall not otherwise be stored on any lot in open public view. All equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash, or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate thereon. There shall not be permitted on the lots any type of clothes line.

13. It shall be the duty of the owner of any lot in the Subdivision to keep the grass on his lot or lots properly cut and to keep the lot or lots free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of any structures on such lot or lots. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees to enter upon said lot and to repair, maintain, and restore the lot and the improvements or landscaping situated thereon. The cost of such landscaping or structural repair or maintenance shall be and constitute an assessment against such lot and the owner, to be collected, and enforced as if it were a part of the a lot owner's Default Assessment as provided in the Declaration.

14. The Association shall make regular and special assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which (i) may be undertaken by or is the responsibility of the Association, or (ii) is the responsibility of a lot owner hereunder or under the Declaration but which lot owner has not undertaken as required hereunder or under the Declaration. Any such assessment in the case of item (ii) above shall be assessed only against those lot owners whose failure to comply with the requirements of the covenants hereunder and under the Declaration necessitated the action to enforce such covenants or the undertaking of the maintenance or other activity.

15. No farm animals, birds or fowls, wild animals, domestic animals for commercial purposes, of any kind shall be kept or permitted on any lot or lots in the Subdivision at any time. Furthermore, at no time shall any dog runs, kennels, animal storage areas, pens, cages, or pastures, be created, constructed, erected, or placed on any lot in the Subdivision. At no time shall any animal storage, veterinary medicine, emergency animal care, or animal grooming or sitting activity be permitted on any lots in the Subdivision.

Pets permitted in the Subdivision shall be only domesticated cats and domesticated dogs but excluding dogs that are all or in part Pit Bull dogs which shall never be allowed in the Subdivision. Pets shall be permitted outdoors only under leash and accompanied by an owner or other person, and each owner shall be fully liable for any injury or damage to any person or to the Common Area caused by his or her pet or kept animal, and shall be responsible for removing from such areas his or her pet's waste materials. The Association may adopt such other rules and regulations regarding pets and kept animals otherwise dealing

with the use and enjoyment of the Common Area and Common Property (as that term is defined in the Declaration) and the lots as it may deem appropriate including, but not limited to a restriction on the number of pets, the prohibition on a particular species or breed of pets or kept animals, and the prohibition of pets or kept animals in a particular area of the Subdivision. In the event that in the judgment of the Developer or the Association, any pet or kept animal is causing or creating a nuisance or disturbance or noise, such pet or kept animal shall be permanently removed from the Subdivision upon written notice of such determination by the Developer or Association. The Developer's or the Association's determination to remove a pet or kept animal is final and conclusive.

16. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision in the sole controlling and final opinion of the Association or the Developer. The Association's or the Developer's determination as to what specific circumstances constitute a noxious, unlawful, or otherwise offensive activity or what is an annoyance or nuisance shall be final and conclusive. No lot or structure or improvement thereon shall be used in any manner which causes or might reasonably be expected to cause any disturbance to the normal use and enjoyment of neighboring or surrounding lots, nor in any manner which causes injury to the reputation of the Subdivision, including, without limitation, the burning of any refuse or excessive noise by the use of any musical instruments, loud speakers, electrical equipment, amplifiers or other equipment or machines.

17. No private or semi-private sewage disposal system may be located upon any lot in the Subdivision. No septic tank, absorption field, or any other method of on-lot method of sewage disposal shall be located or constructed on any lot or lots in the Subdivision. All owners of any lot or lots in the Subdivision shall ensure that the dwelling located on such lot or lots is connected with and solely utilizes the public sanitary sewer lines located in the Drainage and Utility Easements or Utility Easements shown on the plat of the Subdivision.

18. No construction shall be commenced nor shall any building, structure, or other improvements be erected, placed, or altered on any lot in the Subdivision until the building plans, specifications, landscaping plan, drainage plan, and plot plan showing the location of such construction have been approved by the Architectural Committee (a) as to the compatibility of the same with the existing structures in the Subdivision, (b) with the intent of these covenants and those set forth in the Declaration, (c) with the construction guidelines promulgated by the Architectural Committee from time to time, and (d) in accordance with the procedures for such approval contained in the Declaration and all rules, regulations, and guidelines adopted by the Architectural Committee; provided, however, that no such approval shall be required for any improvements constructed by Developer. If the Architectural Committee fails to act upon any plans submitted to it for approval within a period of sixty (60) days from the submission date of such plans, such plan shall be deemed denied and the owner shall be required to submit to the Committee a new Lot Improvement Plan (as that term is defined in the Requirements for Construction). This denial shall not cause an extension of time periods for the completion of any construction as set forth in the Declaration.

19. The finished exterior of every building constructed or placed on any lot in the Subdivision shall be of material acceptable to and approved by the Architectural Committee. All exteriors shall be in strict compliance with the requirements set forth in

Requirements for Construction hereto and the requirements of the Architectural Committee.. At no time shall there be on any lot in the Subdivision or on the exterior of any dwelling any satellite dish over eighteen inches (18") in diameter, antenna, wireless communication receiving apparatus, or similar devices or cables thereto. . All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road to the dwelling house. At no point along the length thereof shall the paved area of the driveway be less than twelve (12) feet in width.

20. Each lot shall have a sidewalk constructed by the owner or the owner's builder at the owner's sole expense at the earlier of the construction of the primary dwelling or the accessory dwelling, which ever occurs first; provided, however, the sidewalk shall be fully installed prior to or upon the date of occupancy of the newly constructed dwelling by the owner. The sidewalk shall be constructed along each lot line that borders a street and in the street right-of-way between the edge of curb and the property line of the lot. The sidewalk shall be constructed in strict accordance with plans approved by the Architectural Committee in writing prior to the commencement to the installation of the sidewalk. Unless the Architectural Committee determines otherwise, the edge of such sidewalk nearest the street shall be located continuously five feet (5') back from the back of the street curb and shall continuously run parallel with and five feet (5') from the back of the street curb. The edge of the sidewalk farthest from the street curb shall run parallel with and one and one-half feet (1.5') from the edge of the property line of the lot. The sidewalk shall be constructed of concrete and shall be a maximum of five feet (5') in width and a minimum of four inches (4") thick. The owner at its own expense shall repair, maintain or if required by the Association or Developer, replace any damaged sidewalk and restore it to its original condition. Should the owner fail to install, maintain, replace or repair the sidewalk as required by this Declaration or as required by the Association or Developer, the cost of such installation, maintenance, repair or replacement by the Association or Developer shall be and constitute an assessment against such lot and the owner, to be collected, and enforced as if it were a part of the a lot owner's regular Annual Assessment as provided in the Declaration. In addition, owners are required to construct a sidewalk minimum in width of five feet (5 ' ) wide and four inches (4") thick from the front door of the primary dwelling to the public sidewalk adjacent to the street.

21. No aboveground swimming pools shall be located on any lot in the Subdivision. An in-ground swimming pool may be installed on a lot as an accessory to the dwelling for the use of the owner or their guests. During the period commencing May 1 and ending September 30 of any calendar year, the in-ground pool shall be fully operable and functional and not violate any building or health code regulations, ordinances, or statutes. Such pool shall be installed in the rear yard of the lot. Access to the in-ground swimming pool shall be restricted by a fence approved by the Architectural Committee in accordance with Paragraph 32 below or a power safety pool cover which shall: (A) provide a continuous connection between the cover and the deck, so as to prohibit access to the pool when the cover is completely drawn over the pool; (B) be mechanically operated by a key or key and switch such that the cover cannot be drawn open or retracted without the use of a key; (C) is installed with track, rollers, rails, guides, or other accessories necessary to accomplish clauses (A) and (B), in accordance with the manufacturer's instructions; and (D) bear an identification tag indicating that the cover satisfies the requirements of ASTM F1346 for power safety pool covers. All pool equipment must be enclosed in a free standing pump/pool house constructed in



accordance with Section 9b. above of these Plat Restrictions.

22. No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lot lines and a line connecting points 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 to form a corner. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. 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.

23. The Association, in accordance with the terms of the Declaration, but subject to the obligations of the individual lot owners to keep "Drainage and Utility Easements" free of obstructions so that the flow of water will be unimpeded and subject to the rights, authority, and jurisdiction of the Delaware County Commissioners, shall maintain the Drainage Easements for the Subdivision, and for such purposes, shall have an easement over all portions of the Subdivision used as part of the storm drainage system, including, but not limited to, the Drainage and Utility Easements. Such maintenance by the Association shall, by the extent necessary, include the maintenance of all inlet pipes, open ditches, swales, mounds, and detention basins. The costs and expenses of such maintenance of the storm drainage system together with the maintenance and improvement of all Common Areas shall be assessed as part of the general assessment against the owners of all lots in the Subdivision as provided in the Declaration. In the event the Association for any reason shall not perform the maintenance set forth in this paragraph, the Delaware County Commissioners shall have the right to enter and perform such maintenance and assess the Association for such costs. The assessment of the Association for such costs shall be passed onto and be part of the general assessment against the owners of all the lots in the Subdivision as provided in the Declaration. Sump pumps, gravity drains, and other drains servicing individual residences on lots shall not outfall or empty into the sanitary sewage system servicing the Subdivision or grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the Subdivision.

24. It is anticipated that the Developer will allow many existing trees to remain on lots in the Subdivision. In the event any such trees interfere with the location of construction on an individual lot, the owner of any such lot may remove such trees after approval from the Developer or the Architectural Committee.

25. Unless weather does not permit otherwise, within thirty (30) days of the earlier of the occupancy of or completion of the primary dwelling on a lot, each owner shall cause or permit all portions of his lot upon which no other improvements are constructed to be covered with grass, ground cover, trees, flowers, or shrubs in accordance with the Lot Improvement Plan approved by the Architectural Committee, and shall cause or permit such landscaping to be maintained properly, except prior to the construction of any improvements thereon or during the period when the dwelling or other improvements on the lot are actually under construction. Such landscaping shall be installed only after obtaining the prior written approval of the Architectural Committee and shall be installed in accordance with a landscape plan set forth in the Lot Improvement Plan which was approved in writing by the Architectural Committee. Unless the lot has trees on it which were not removed as part of the

construction of the primary dwelling or any other approved structure, such landscape plan shall include as a part thereof, in addition to other suitable landscaping material, at least two living (2) shade trees which are to be at least 3.5 inches in diameter at the time of planting and shall be located in the front yard area of the lot between the street right-of-way line and the building set back line. At no time shall the owner allow either of these two shade trees to remain in the yard if they become diseased or are dead. In the event of death or disease of either of the two shade trees, the owner, at its own expense, shall promptly replace the dead or diseased trees with trees meeting or exceeding the above-described requirements.

26. To the extent deemed necessary or desirable by Developer, Developer shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing, and maintenance of the Subdivision on any unsold lot or on any Common Area in the Subdivision until 180 days following the sale, closing and deed transfer to a lot owner other than the Developer of the last previously unsold lot in the Subdivision.

27. If an owner of all or part of a lot or lots in the Subdivision whose has purchased the lot or part thereof from the Developer, its successors in interest or assigns, or subsequent owners of all or a part of a lot or lots in the Subdivision shall violate or attempt to violate any of the covenants, restrictions, provisions, or conditions herein, or the Declaration, it shall be lawful for the Association, the Developer, the Architectural Committee (as to matters for which it has responsibility) or any other person owning any real property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons or entity or entities violating or attempting to violate any such covenant, restrictions, provisions, or conditions, either to prevent him or them from doing so, to recover damages or other dues for such violation, to require the removal of structures or improvements erected in violation thereof, or any combination of these remedies. If the Association, Developer, Architectural Committee, or any other person owning any real property situated in the Subdivision prevails in such action, it shall be entitled to collect reasonable attorney's fees and interest at twelve percent (12%) per annum or a higher amount if allowed by law.

28. These covenants, restrictions, provisions, and conditions set forth herein run with the land, and shall be effective for an initial term of twenty (20) years from the date of recording of this plat and shall automatically renew for additional term often (10) years each, in perpetuity, unless as of the end of any term both the owners of ninety percent (90%) of the lots and the mortgagees of at least ninety percent (90%) of the lots vote to terminate this plat, in which case the covenants, restrictions, provisions and conditions shall terminate as of the end of the term during which such vote was taken. If at any time the Association or the owners of a majority of the lots desire to amend any of the covenants, restrictions, provisions, and conditions herein, then at a special meeting of the owners and mortgagees and where upon the owners of ninety percent (90%) of the lots and the mortgagees of at least ninety percent (90%) of the lots vote to amend the covenants, restrictions, provisions, and conditions herein such changes shall be effective as of January 1 of the calendar year following the vote to approve such change. In the event of the dissolution of the Association, the right, but not the obligation, of enforcement of these covenants, restrictions, provisions, or conditions is hereby granted to the Delaware-Muncie Metropolitan Planning Commission, its successors or assigns, in addition to other persons and parties having the right to enforce the same.

29. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

30. Furthermore, no fences, walls which act as a fence, stone barriers, animal cages, stalls, pens, corrals, pastures, pool enclosures, athletic court enclosures or hedging or other landscaping which acts as a fence or barrier shall be erected placed, located, or situated on any lot; provided, however (i) upon the prior written approval of the Architectural Committee, an owner of a lot may erect a fence or wall in strict compliance with the requirements set forth in the Requirements for Construction herein on a lot in strict accordance with the plans and restrictions set forth or approved by the Architectural Committee, and (ii) Developer shall have the right, but not the obligation, to erect and the Association has the right to maintain a perimeter fence around the Subdivision and an entranceway gate or gates to the Subdivision. Except for the rights of the Developer set forth above, an owner shall not erect a fence without the prior written approval of the Architectural Committee. Furthermore, at no time shall a fence be erected which shall block or prevent the flow of water drainage to any drainage Easement or the Drainage System.

31. Developer does hereby reserve the right to designate a lot or lots in the Subdivision as a park or open space recreation area (hereinafter referred to as "Recreation Area"). Such area shall be an easement area for the access to and the use of by the owners of lots in the Heritage Place Subdivision and the guest of such owners. Notwithstanding the foregoing, at no time shall any item or structure be placed, parked, erected, installed, or otherwise located in whole or in part on any part of the Recreation Area without the prior written permission of Developer, its successors or assigns, or the Heritage Place Homeowners Association, Inc. At the time of such designation of the Recreation Area by the Developer, the Developer shall have the right to convey the Recreation Area to the Heritage Place Homeowners Association, Inc. and the Heritage Place Homeowners Association, Inc. shall accept such conveyance. After such conveyance, Heritage Place Homeowners Association, Inc. shall be responsible for the administration, maintenance, and repair of the Recreation Area.

#### Requirements for Construction

In the event of a conflict between these Requirements for Construction and the terms and conditions set forth elsewhere in these Plat Restrictions, these Requirements for Construction shall control.

Notwithstanding anything in the Declaration or these Plat Restrictions to the contrary, these Requirements for Construction set forth may be modified by Developer or the Architectural Committee at any time without notice.

#### Architectural Committee

The Architectural Committee shall have the primary purpose of controlling, and regulating key aspects of Heritage Place Subdivision including, but not limited to the use, location, appearance, design, and maintenance of the land and structures in a way to (i) enhance, maintain, and preserve property values, (ii) keep a proper and compatible relationship among the various improvements, structures, and environment, (iii) enforcing

- (a) applicable zoning ordinances,
- (b) the terms and conditions in the Plat Restrictions, Declaration,
- (c) structural and building detail rules and guidelines
- (d) building structures and massing and architectural style rules and recommendations, and
- (e) enforcing compliance with a the guidelines of approved building materials, colors, landscape and street view rules promulgated by the Developer.

### Lot Improvement Plan

Prior to the commencement of an Building Activity (as that term is defined below) on a Lot a Lot Improvement Plan must be submitted to the Architectural Committee for its review and written approval. To be perfectly clear at no time shall any Building Activity be commenced without the prior written approval of the Architectural Committee of the Lot Improvement Plan. The "Lot Improvement Plan" shall contain at a minimum: (i) landscaping plan, (ii) exterior lighting plan, if any, (iii) listing of all materials, colors, and specifications, (iv) a overall improvement/site plan which shall contain all items on a checklist, if any, provided by the Developer or such plans, (v) footprint and foundation plan including the finished floor elevations, (vi) building plans, which shall include drawing of all exterior faces of the improvement or structure such as facades and shall include detailed floor plans, and (vii) any other item or items requested by the Architectural Committee. Preliminary versions of the Lot Improvement Plan may be submitted to the Architectural Committee for comments by the Architectural Committee as to whether such Lot Improvement Plan will be approved with or without qualifications or disapproved.

Three complete original hard paper copies of the Lot Improvement Plan must be submitted to the Architectural Committee for its review. Digital or faxed versions of the Lot improvement Plan will not be reviewed. Before commencing or having a builder commence any construction on a Lot, the owner shall provide the Architectural Committee a copy of any building permit obtained from the duly authorized governmental authority which authorizes such construction and obtain the Architectural Committee's written approval of the said building permit.

The Architectural Committee at its sole discretion and by a simple majority and whose opinion is final without opportunity of appeal may do the following things with respect to the Lot Improvement Plan: (i) approve without qualification(s), (ii) approve with qualifications, or (iii) disapprove. No written opinion or reasons are needed for its decision. If the Lot Improvement Plan is approved with qualifications, the approval and qualification(s) will be noted on each copy of the Lot Improvement Plan and one copy will be returned to the Owner. The Owner shall be totally responsible for complying in full with any qualifications. If full compliance with the qualification(s) is not performed, the approval is immediately denied. If disapproved, the Architectural Committee may, upon request by the Owner, provide written reasons for the disapproval. If the Lot Improvement Plan is approved, approval will be stamped on all three copies of the Lot Improvement Plan, and two approved copies will be retained by the Architectural Committee and one approved copy will be returned to the Owner.

Any construction, demolition, landscaping, or excavation of any form or nature whatsoever is required to be performed in strict obedience to the Lot Improvement Plan and any qualifications granted thereto (such construction, demolition, landscaping, or excavation defined as "Building Activity"). The penalty for not complying with the approved Lot Improvement Plan inclusive of any qualifications is a lienable Default Assessment in an amount equal to One

Hundred and no/100 United States Dollars (\$100.00) per day the Owner is not in obedience (as determined by the Architectural Committee in its sole discretion) with the Lot Improvement Plan and any qualification(s) thereto. Owners are responsible for any Building Activity on their Lot(s) and such liability set forth above for non-compliance to the Lot Improvement Plan and any qualifications thereto shall apply to the Owner and such Owner's Lot(s) even if is such non-complying Building Activity is done by any contractor or subcontractor done or without the express or implicit approval of such Owner.

### BUILDING REQUIREMENTS APPLICABLE TO ALL LOTS

#### Building Design

Any improvements located on a lot shall only occur after the prior written approval of the Architectural Committee. Such approval shall include having jurisdiction over the color(s), color pattern(s), architectural style, architectural design, and architectural detail of such improvements. If the Developer designates certain architectural styles as the proper style(s) for Heritage Place subdivision, no Lot Improvement Plan having another style should be submitted for approval.

#### Pre-Design Meeting

For the benefit of the Owner and the Developer and to move forward with all due speed the construction of any improvements of a lot, each Owner shall meet with the Developer or the Developer's architectural prior to designing any improvements to be located on a lot. This meeting shall cover Lot Improvement Plan submittal requirements and procedures, building Activity requirements and rules for Heritage Place Subdivision and any other items deemed appropriate by Developer or Developer's architect.

#### Exterior Colors and Materials

Prior written approval of all aspects of the exterior of any improvements to be located on a lot from the Architectural Committee is required before commencing and Building Activity. Detailed information, including, but not limited to, exterior colors and materials shall be include as part of the Lot Development Plan on a form provided by Developer. This approval shall include, but not be limited, to approval of any exterior facades, roof types, roof colors, exterior materials, and exterior color or colors of any structures or improvements. The following items are not permitted and if shown on the Lot Improvement Plan will result in automatic disapproval: Aluminum facia, aluminum soffit, T-111, vinyl siding, and aluminum siding. Natural materials and authenticity are desired.

#### Trees

For aesthetic purposes, in the common area and in lawns abutting streets large shade trees have been placed by the Developer ("Shade Trees"). It is the responsibility of the Heritage Place Homeowners Association, Inc. to maintain and replace Shade Trees as they deem appropriate; however, for Shade Trees located on a lot, the Owner shall replace with a comparable tree as instructed by the Developer any Shade Tree directly or indirectly damaged during Building Activity on the lot. If such owner fails in his Shade Tree replacement obligation, the Developer may replace such Shade Tree and place a lienable Default Assessment (as that term is defined in the Declaration) upon such lot in the amount of Developer's cost of replacement plus a reasonable amount of interest.

#### Driveways

Driveway construction and installation shall strictly comply with the following regulations:

A driveway, temporary in nature, shall be constructed on a lot of either solely number 53 stone or a combination of number 2 and number 53 stone before starting any Building Activity. In as much as the use of the stone driveway is to decrease mud and debris on the streets of Heritage Place during Building Activity, Owners or their builders shall use sufficient stone to decrease mud and debris tracking by vehicles from their lot. The stone or any other driveway building material shall not be placed in the flow area of the curb. There will be no curb cuts whatsoever unless permitted by the Architectural Committee. Unless approved by the Architectural Committee, all driveways shall be at least two feet from the boundaries of the Lot except where the driveway abuts the street.

#### Lot Maintenance During Building Activity

During Building Activity each Owner shall perform the following tasks:

- (i) mow the lot and keep the lot free of litter;
- (ii) make sure that the lot is kept in a orderly manner and reasonably free of debris and litter; and
- (iii) use and empty on a periodic basis a trash dumpster.

At no time shall the following activities be permitted:

- (i) driving vehicles across other lots; and
- (ii) depositing trash on other lots.

Furthermore, during any Building Activity the Owner shall remove mud and other debris from the street abutting his lot on a regular basis. Also, if practicable, construction vehicles or vehicles owned by worker should be parked on one side of the street or in a way to allow smooth traffic flow along the street abutting the lot on which Building Activity is occurring.

#### Fencing

No fence or wall of any type whatsoever, including gates thereof, shall be located on any lot without the prior written approval of the Architectural Committee. This approval shall include, but not be limited to, the color, design, type, location, size, patterns and materials of the fence or wall. The following fences are never permitted: chain link, stockade, or split rail fencing. The only fences allowed shall be wood picket or wrought iron (or its aluminum equal) no to exceed forty-eight inches (48") in height. All wood fences must be painted in a style and color approved by the Architectural Committee. All metal fences must be painted black. Stone piers in fences are desired. The application for a fence or wall to the Architectural Committee shall include the following: color of fence or wall, fence or wall vendor and fence or wall installer, photograph of fence or wall type, and plot plan showing location and dimensions of fence or wall. The Architectural Committee shall ensure that the fence and wall on any lot are of the same style, color, and exterior materials of the structures on the lot.

Regarding walls, the walls shall be of the following types: stone or brick with a stone or cast stone cap; stucco; or masonry. The stone and brick walls shall have a thickness of at least eight inches (8") and capped with an overhang of at least one-half inch (1/2") on each side.

Regarding gates, a wooden fence shall have a gate made of the same wooden material and be the same color as the fence. A wrought iron fence (or its aluminum equivalent) shall have a gate made of the same metal material and be the same color as the wrought iron fence. Walls shall have

a gate of the material, location, color, and type approved by the Architectural Committee in its sole discretion. .

#### Mailboxes

The Architectural Committee shall have exclusive jurisdiction over the mailboxes including, but not limited to, their location, type, color, material, size, and style. The Lot Improvement Plan shall include the location of the mailbox. All lots shall use only mailboxes provided or approved by Developer or Architectural Committee.

#### Signage

No signage shall be erected on any lot without the prior written approval of the Architectural Committee.

#### Thematic Character

Heritage Place Subdivision will have only structures that have architectural designs found in Indiana and other locations in the United States from 1840-1910. The primary architectural styles permitted in Heritage Place Subdivision shall be Federal, Greek Revival, Italianate, Gothic Revival, and 19<sup>th</sup> century Late Victorian. Examples of approved architectural styles can be found in the Federal (Adams), Greek Revival, Gothic Revival, Italianate and Victorian chapters of the book "THE FIELD GUIDE TO AMERICAN HOUSES" by Virginia and Lee McAlester.

From one lot to the other the structures should not be copies or just cookie cutter imitations with small distinguishing variations. Variety is encouraged; however, each structure should have the key features characteristic of the architectural style for approved by the Architectural Committee for the structure. The key objective in Heritage Place subdivision is to capture the architectural styles that existed in Indiana over that seventy year period from 1840 to 1910.

The streetscape shall be established by the location of the structures via the use of building setback lines and further defined by Shade Trees, fences, landscaping, and walls. Furthermore, the main aspects and features of the front exterior or facade of the building shall wrap around to all visible sides and surfaces of the structure.

The architectural style of any structure shall be consistent with the materials, details, colors of such structure, inclusive of any materials, details and colors that characterize that specific architectural style. This consistency shall also apply to base, complementary, and contrasting colors. This consistency including details, colors, materials shall be maintained by the Architectural Committee in its review of the Lot Improvement Plan.

#### Accessory Structure and Appurtenances

The Architectural Committee must give prior written approval to any and all improvements to a lot, including, but not limited to, satellite dishes; gazebos; decks; pools; concrete, asphalt or other pads for tennis or basketball or combination courts; swing sets, or playground equipment. Pads for courts of any type may never be placed in the front yard, but must be placed in rear or side yards of a lot. Furthermore, pads may never be placed, in whole or in part in any easement on a lot. The following improvements shall never be approved: mini-barns, above ground pools, storage sheds, window air conditioners, and satellite dishes exceeding eighteen inches (18") in diameter.

Regarding flags, at no time shall free standing flagpoles be permitted. However, flagpoles may be mounted at an angle to porch columns, posts, or walls.

The following items shall not be located in the front yards, or side yards abutting a street sidewalk or path or be visible from any near by street: solar panels; central air conditioner and heating equipment; gas, electrical or telephone meters or junction boxes; bird baths or statuary, synthetic fauna or flora, in ground swimming pools, permanent grills, firewood, rock gardens, fish ponds, vegetable gardens, doghouses, dog runs, recreation and play equipment (except approved basketball goal); and hot tubs and spas etc.

The Architectural Committee shall require the following for the approval of accessory structures and appurtenances a plot plan showing at a minimum the (i) the dimensions and placement of structure, (ii) a photograph or brochure picture of the structure, and (iii) a listing of materials building details ,and colors including color patters to be used on such structure.

### Accessory Dwellings

Accessory dwellings shall only be constructed after prior written approval of the Architectural Committee. The approval process of a Lot Improvement Plan and requirement applicable to Building Activity involving a principal dwelling shall also be applicable to accessory dwellings. The accessory dwelling shall have the same architectural design, details, colors and materials as the primary dwelling.

At no time shall an accessory dwelling be in excess of five-hundred (500) square feet in living floor area and may be detached. The accessory dwelling may also be located in a building containing only the dwelling or containing an accompanying permitted use including, but not limited to, a studio, workshop, garage, or office.

No lot may contain more than one accessory dwelling. If the accessory dwelling is not detached from the primary dwelling, it shall have a roofline lower in height than the primary dwelling with the maximum roofline height of the accessory dwelling as determined by applicable zoning ordinances or if not stated in the applicable zoning ordinances, then as determined by the Developer or the Architectural Committee. Please note that while these Plat Restrictions and Requirements for Construction allow for the construction of an accessory dwelling, any construction of such accessory dwelling as permitted and discussed in these Plat Restrictions and Requirements for Construction shall be subject to such structures being allowed by the applicable zoning and developmental standards ordinance(s) and regulation(s) of Delaware County, Indiana. Before commencing construction on any accessory dwelling, the owner of a lot shall provide the Architectural Committee with any necessary zoning or developmental standard approval permitting the construction of such accessory dwelling.

### Sidewalks

The installation of public sidewalks shall be installed by the Owner in accordance with the following requirements:

- (i) be installed within thirty (30) days following substantial completion of the home or one year following purchase of the lot, whichever occurs first;
- (ii) be installed at the locations on the lot specified on the Lot Development Plan;
- (iii) be installed (a) five feet (5') in even width, (b) parallel with and located five feet (5') from the street curb, and (c) one and one-half feet from the property line of the lot.



In addition, owners are required to construct a sidewalk minimum in width of five feet (5') wide and four inches (4") thick from the front door of the primary dwelling to the public sidewalk adjacent to the street.

### Roofs

Depicting a certain architectural style includes having pitch, form, and shape of the roof and the roofing material, including the color, texture, and style of such material consistent with such architectural style. Therefore, the Architectural Committee shall include a review of the roof in its review of the Lot improvement Plan. Roof pitches may be altered for the specific architectural style by the Architectural Committee; however, as a general rule, roofs shall follow the following guidelines:

- (i) be symmetrical and simple in nature;
- (ii) have gables and hips where appropriate for the architectural style;
- (iii) have pitches from 6:12 to 14:12;
- (iv) shed roofs shall have the ridge attached to the exterior wall of a primary dwelling or accessory dwelling and have a pitch range of 4:12 to 14:12;
- (v) flat roofs if consistent with the architectural style shall only be allowed if it has a parapet or railing along the edge thereof with the pattern of the railing the same as used on the primary dwelling.

Only the following are approved roofing materials: metal, wood shingles, diamond tab or other high end asphalt shingles, slate shingles. Any overhangs of the roofing material shall have an overhang as determined as appropriate by the Architectural Committee.

All equipment, pipes, flues, vents, etc., flashing, and other roof penetrations are to be painted in a color matching the roof color or black unless such roof penetrations are metal. If such roof penetrations are metal, they may remain their natural color.

### Facades

For the benefit of the Owner, the following materials shall be permit for all facades:

- (i) wood clapboard (4"-6" );
- (ii) wood beading siding (7");
- (iii) smooth cut cedar shingles (4"-6" )
- (iv) dryvit or equivalent with smooth finish;
- (v) brick;
- (vi) stucco with a smooth finish; or
- (vii) stone.

Foundation walls may only be built only of the following materials:

- (i) fieldstone;
- (ii) brick;
- (iii) parged or cut block;
- (iv) painted brick-form poured concrete; or
- (v) smooth-finished poured concrete.

The foundation walls made of poured concrete may only be exposed to public view twelve inches above grade. At no time may foundation walls made of concrete block be exposed to public view.

If a façade is made of wood, the openings of such facades shall be trimmed in strict

compliance with the following requirements:

- (i) openings trimmed by wood boards two inches (2") to six inches (6") nominal width;
- (ii) corners trimmed by wood boards four inches (4") to six inches (6") nominal width;
- (iii) If the architectural style as determined by the Architectural Committee requires a greater width, such trim may be wider than the above requirements;
- (iv) doors may have wider trim; and
- (v) at no rough sawn trim may be used.

#### Entrances

The owner shall ensure that all entrances are accented and characterized by the use of one or more of the following architectural design features:

- (i) balustrades;
- (ii) railings;
- (iii) porches;
- (iv) overhangs;
- (v) columns;
- (vi) porticos;
- (vii) pediments;
- (viii) pillars;
- (ix) lintels;
- (x) pilasters; or
- (xi) any other design elements deemed appropriate by the Architectural Committee for the architectural style of the structure.

The Architectural Committee in its sole discretion shall determine whether such architectural design features or design elements are consistent with the architectural style of the building in its totality considering the color(s), color patterns, style, and building details of the structure under consideration. Furthermore, this consistency with the architectural style also includes evaluating the location, orientation, style, and proportion of the doors used in such entrance. To ensure such consistency, sidelights, trims, and transoms consistent with the overall architectural style of the building must be incorporated in the entrances where appropriate.

#### Landscaping

The Lot Improvement Plan shall include a landscaping plan. Any landscaping plan approved without qualification or approved with qualifications, must be installed within thirty (30) days of substantial completion of the primary dwelling on the lot. If however weather does not permit such installation, then landscaping must be installed as soon as possible as weather permits after substantial completion of the primary dwelling on the lot.