



HIDDEN LAKE ESTATES

The undersigned, R & F Development, Inc., ("Declarant"), an Indiana corporation, being the owner of the real estate shown and described herein, does hereby certify that it has laid off, platted, and subdivided, and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. This subdivision shall be known and designated as Hidden Lake Estates, an addition in Indianapolis, Marion County, Indiana. The following restrictions, limitation and covenants are hereby imposed upon and shall run with the real estate described in this plat:

1. All streets shown on this plat, and not heretofore dedicated, are hereby dedicated to the public.
2. Front and rear yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets, there shall not be erected or maintained any building or structure, except for installations which are permitted to be made in Landscape Easements hereinafter described.
3. There are strips of ground as shown on the within plat marked "D & U E" (drainage and utility easement), strips of ground marked "Sanitary Sewer Easement" or "S.S.E.", and strips of ground marked "Landscape Easement" or "L.E.", either separately or in any combination of the same. Such strips of ground are hereby subjected to easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies, Declarant and the Homeowners Association (if and when formed and organized and hereinafter defined), as follows:
 - (A) "Utility Easements", or "U.E.'s", are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes and other utility installations for the purpose of furnishing utility services; such Utility Easements may also be used for all purposes for which Drainage Easements and Sanitary Sewer Easements may be used hereunder;
 - (B) "Drainage Easements", or "D.E.'s", are 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 the public

drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant materials, so that the flow of water will be unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder;

- (C) "Sanitary Sewer Easements", or "S.S.E.'s", are created for the use of the public utility company or governmental agency having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains and other facilities serving this subdivision, for the installation, maintenance, repair and replacement of such facilities; such Sanitary Sewer Easements may also be used for all purposes for which Utility Easements and Drainage Easements may be used hereunder; and
- (D) "Landscape Easements", or "L.E.'s", are created and reserved for the use and benefit of Declarant and the Homeowners Association (if and when formed and organized) for the installation, construction, maintenance, repair, reconstruction and replacement of earthen mounds, plantings and other landscaping, walls, fences, entry ways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision identification signs and other items.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant and the Homeowners Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structure shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder, including, as to Landscape Easements, any installations which are permitted hereunder to be located in such Landscape Easements; any walls, fences, driveways, walkways and other installations erected and maintained on any of the

foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.

4. The use of all lots in this subdivision shall be in accordance with the Zoning Ordinance of Marion County, Indiana and any amendments thereto (the "Zoning Ordinance"), subject to any variances, waivers or special exceptions to the terms of the Zoning Ordinance at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so. Every lot in this subdivision, unless otherwise designated by Declarant, shall be used exclusively for single family residential purposes. Each owner of a lot shall use and occupy his respective lot in a careful, safe and proper manner and keep such lot in a clean and safe condition in accordance with this plat, the Zoning Ordinance, all health, fire and police requirements and regulations, state statutes, local ordinances, and the lawful directions of proper public officials. No owner shall conduct, or permit any person to conduct, any unlawful activity in this subdivision.
5. Homeowners Association Each lot owner shall be required to join the Homeowners Association for the purposes outlined in the Homeowners Association Bylaws. It shall be managed by the developer until approximately 75% of the lots are sold, at which point it will be turned over to the homeowners. It shall have an Architectural Review Committee ("ARC") which shall, among other things, approve all exterior designs of homes, fences and outbuildings. The Homeowners Association shall maintain the street lights and common areas.
6. Minimum living space areas At a maximum, seventy percent (70%) of the homes shall have a minimum of 1,400 square feet of livable space excluding open porches and garages for one-story homes and a minimum of 1,600 square feet of livable space, excluding open porches and garages for two-story homes.

At a minimum, thirty percent (30%) of homes shall have a minimum of 1,600 square feet of livable space excluding open porches and garages for one-story homes and a minimum of 1,800 square feet of livable space excluding open porches and garages for two-story homes.

All homes shall have an attached two-car garage capable of storing at least two vehicles.

7. Exterior Design All homes shall have a minimum of fifty percent (50%) of the front facade finished with masonry

exclusive of windows, eaves and gables. Colonial style homes shall be excluded from this calculation. However, no more than 10% of the homes shall be excluded from this calculation. The elevations of homes oriented German Church Road shall be completely finished with masonry. The elevations of homes oriented to a public street on corner lots shall have a minimum of fifty percent (50%) of said elevation(s) finished with masonry exclusive of windows, eaves and gables. Colonial style homes shall also be excluded form this calculation.

All homes shall have street numbers displayed on a limestone block incorporated in masonry on the front facade of each home, except for colonial style homes, all affixed at the same height and location on the homes.

8. Yards All yard dimensions and restrictions shall be in accordance with the Zoning Ordinance, subject to any variances, waivers or special exceptions thereto at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so.
9. Driveways All houses and garages shall be provided with hard-surfaces driveways constructed of concrete or asphalt, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for use not later than the date of initial occupancy of such house. Further, it shall be the obligation and responsibility of the owner of each lot to install, or cause his builder to install, sidewalks in accordance with the requirements and standards of the Subdivision Control Ordinance of Indianapolis, Indiana, and any amendments thereto, along (and within the right of way of) all interior streets in this subdivision upon which such owner's lot abuts. Such sidewalk shall be installed by the owner or builder concurrently with the original construction of the house on a lot, and shall be fully completed and available for use not later than the date of initial occupancy of such house.
10. Residential Use Only All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial business will be permitted in the subdivision.
11. Health Concerns All water systems and methods of sewage

disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of Indiana Department of Environment Management. No septic tanks shall be installed on any lot.

12. Nuisances No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash shall be kept in containers which are not visible from the street, except on collection day.
13. Limitation On Time All residential construction must be completed within one year after the starting date, including the final grading.
14. Parking Limitations No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicle may be parked or stored completely within an enclosed garage, except for personal automobiles, vans and pick up trucks which may be parked on the driveway. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests, invitees and subcontractors of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. Boats, Campers, and Motor Homes may be parked for a maximum of 24 hours at one time for the purpose of preparation or loading.
15. Storage Tanks No outside fuel storage tanks above or below ground shall be placed in this subdivision.
16. Fencing Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the residence. Chain-link fencing must be of the dark vinyl coated type and not exceed 4' in height. Wood fences are to be flattop (non scalloped), dog-eared, shadowbox style with 1" x 6" vertical boards and are to remain unpainted. The committee must approve all fencing materials, design and location. All fencing must be

maintained in good condition.

No fence, wall, hedge, tree 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 right of way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or, in the case of a rounded property corner, from the intersection of the street right of way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right of way line with the edge of the driveway pavement or alley line. No trees 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.

17. Antennas All communications antennas shall be placed indoors and out of view. Satellite dishes of 24" diameter or less may be installed, providing they are not readily visible from the public street.
18. Mailboxes The Architectural Review Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision.
19. Architectural Design No dwelling, building structure, Fence, walls, improvement, exterior alteration or change of original material shall be constructed, placed or performed on any lot in the Development without the prior approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or alteration. Such plans shall include plot plans where applicable showing the location of all improvements existing under or upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specification shall set forth the composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be

drawn to a scale of 1" Equals 10' or to such other scale as the Committee may require. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

20. Landscaping All lawns shall be graded and seeded or sodded by the builder. Each home shall have an ample landscaping package installed by the Builder. Each residence shall have a minimum of two trees planted in the front yard.
21. Solar Technology Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the architectural Review committee.
22. Construction Methods No modular or concrete homes will be permitted in this subdivision. No wood foundations or wood basements shall be permitted.
23. Outbuildings Outbuildings or accessory buildings shall be permitted on any lot only if approved by the Architectural Review Committee. The approval for such structures shall be in the same manner as is required for a primary residence. All outbuildings and accessory structures shall be required to be built on concrete foundations at least 4" in depth and have exteriors similar in appearance to the primary residence. The maximum size for any outbuilding shall be 10'x 12'x 12' high except on lots numbered 26, 27, 28, 29, 30, 35, 36, 37, 38. The excepted lots may have one outbuilding with a maximum size of 24' x 30'. No metal outbuildings shall be approved. Only new materials may be used.
24. Swimming Pools Swimming pools must be placed behind the residence. All pools must be below ground.
25. Pets No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners premises. Doghouses that use new wooden materials the same color of the primary residence may be approved. All doghouses must be near the rear of the primary residence and not readily visible from the public street. Small fenced runs and rabbit houses will not be approved.
26. Lot Maintenance All lots on which construction has not

begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner. Firewood shall be kept behind residence, and stacked in a neat manner. Brightly colored plastic tarps can not be used to cover items outdoors.

27. Basketball Goals Free standing basketball goals with clear backboards may be constructed. Basketball goals attached to the house or garage shall not be permitted.
28. In addition to the covenants, limitations and restrictions contained in this plat, all of the real estate described in this plat is or may in the future become subject to certain additional covenants and restrictions contained or to be contained in a separate instrument which Declarant may record in the Office of the Recorder of Marion County, Indiana (the "Declaration"), providing for a not-for-profit corporation which may be incorporated under the laws of the State of Indiana by Declarant under the name "Hidden Lake Estates Homeowners Association, Inc.", or a name similar thereto (herein referred to as the Homeowners Association to be responsible for the maintenance, upkeep, repair, operation and administration of, or installations and improvements made or to be made by Declarant, and for the sharing of the costs thereof by the owners of certain lots and properties benefitted thereby, and subject further to all of the rights, powers, duties and obligations of the Homeowners Association, as set forth or to be 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 this plat 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 said real estate to the greatest extent possible.
29. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or 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-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

29. Enforcement of Covenants The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to any owner of any of the real estate in this subdivision, including the developer. However, such time as the developer no longer owns any property contained in this subdivision Section, the developer no longer has any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the Covenants contained herein, including any expenses and attorneys' fees, shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein. In no event shall the Developer be responsible for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.
30. Duration of Covenants These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them. At any time, a Covenant may be changed in whole or in part upon i) an affirmative vote of eighty percent (80%) of the then owners of lots in the subdivision, and ii) with the consent of the Developer. If the Developer does not own one or more lots in the subdivision, the consent of the Developer shall not be required. 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.
31. Severability Every one of the Restriction is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.