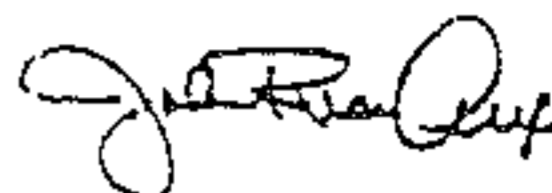


40 FILED

DEC 01 1993



RECEIVED

93 DEC -2 PM 1:14

SEVENTH AMENDED  
DECLARATION OF RESTRICTIONS  
FOR BRADFORD CREEK

MARION COUNTY RECORDER

THIS DECLARATION, made this 30 day of November, 1993 by The Bradford Group, Inc. (hereinafter referred to as the "Developer") amending that certain Sixth Amended Declaration recorded November 8, 1993 as Instrument No.1993-0167052 in the Office of the Recorder of Marion County, Indiana;

WITNESSETH:

WHEREAS, the Developer desires to amend the Declaration to include Bradford Creek, Section 7; and

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Sections 1, 4, 5, 6 and 7; and Bradford Pointe, Sections 2A, 3A and 3B hereinafter referred to as the "Development") and as more particularly described on the plat thereof as Instrument Nos. 89-55510, 90-43761, 92-58311, 92-125425, 93-53152, 93-0167051 and 93-0182624 recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within

the entire development.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Bradford Creek Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the Development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceedings before the Metropolitan Development Commission of Marion County, Indiana, under Docket Nos. 87-Z-116 and 89-Z-63. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Improvements. No sheds, outbuildings, above ground pools, antennae, satellite disks, solar panels, lawn ornaments in side or front yards, nor clothes lines shall

be erected or placed on any lot.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1200 square feet of living area.

B. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

(ii) Side Yards. Generally, the side yard setback lines shall not be less than 10 feet from the side line of the lot on one side and 6 feet from the side line of the lot on the other side. Except however, in Section 4 of Bradford Creek and Sections 3A and 3B of Bradford Pointe the side yard setback may be only 5 feet per side with a minimum of 10 feet between units; and in Sections 5, 6 and 7 of Bradford Creek the side yard setback may be only 6 feet per side with a minimum of 12 feet between units.

(iii) Rear Yards. The rear setback line shall be at least 20 feet from the rear lot line.

C. Fences and Tree Preservation. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

D. Landscaping, Mailboxes and Post Lamps. Each lot shall have a planting and mulching plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18"); and a

minimum of two (2) trees, with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental or evergreens trees at least six feet (6') in height.

Mailboxes and post lamps are required to be installed by the builder on each lot and shall be uniform. The approved post lamp shall be Thomas SL-9045-1 on a black post. The approved mailbox shall be Caporale medium custom on a 6" by 4" post.

E. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12. There shall be a separation of two (2) lots before a house type and elevation or color shall be repeated. The same house type and elevation or color cannot be located directly across the street from one another.

F. House Approval. All houses in the development shall first be approved by the Developer or its designee.

G. Committee Approval. All fences, awnings, additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

H. Garages Required. All residential dwellings in the Development shall include an enclosed, two (2) car garage.

I. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

J. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

K. Sales of Lots by Developer. Every lot within the Development shall be sold to an approved builder or developed by the Developer.

L. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

M. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a

manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

- (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Cut down and remove dead trees.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development; nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be

permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

## 6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be

permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

## 6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be

limited to mulch or bark trails for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

## 7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

## 8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with

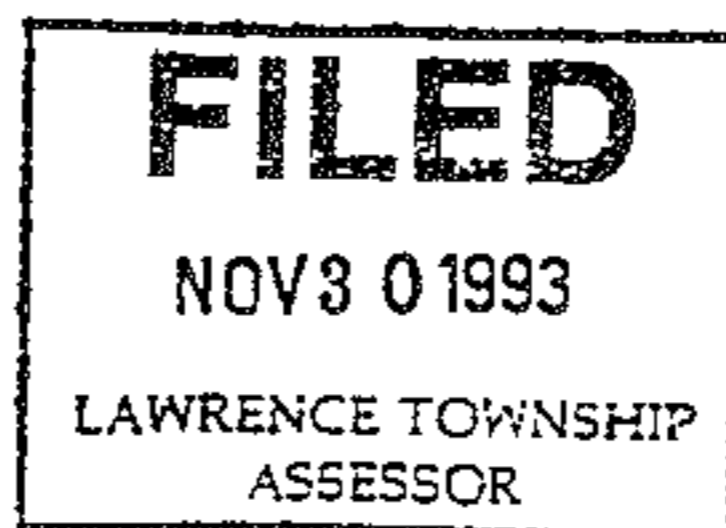
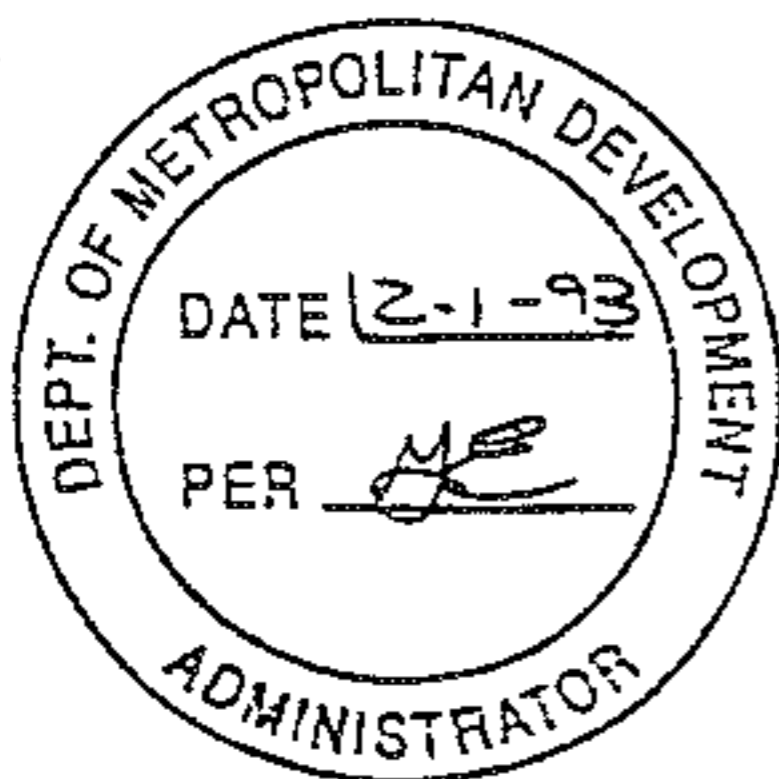
The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be \$75.00, subject to changes as provided for in the By-Laws of the Association.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this  
30 day of November, 1993.

THE BRADFORD GROUP, INC.

By: [Signature]  
James L. Brothers  
President



STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation.

Witness my hand and seal this 30 day of November, 1993

Jan Fitzwater

Signature

Jan Fitzwater

Printed

NOTARY PUBLIC

My Commission Expires: 10-29-94

County of Residence: Marion

This instrument was prepared by Stephen D. Mears, Attorney at Law, 8395 Keystone Crossing,  
Suite 100, Indianapolis, Indiana 46240  
(317) 253-5115.

Bradford Creek  
Section 7

A subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 572.80 feet to the Northwest corner of Bradford Creek, Section 1, Recorded as Instrument #890055510 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Bradford Creek, Section 1 300.00 feet to the Northeast corner of Bradford Creek, Section 6, Recorded as Instrument #93-0167051 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 13 minutes 59 seconds West along the North line of said Bradford Creek, Section 6, said line also being parallel with the North line of said Quarter Section 270.49 feet to the POINT OF BEGINNING; the following (3) courses are along the Western Boundary of said Bradford Creek, Section 6; (1) South 00 degrees 46 minutes 01 seconds East 224.63 feet to a point on a curve concave southeasterly, the radius point of said curve being South 53 degrees 53 minutes 49 seconds East 175.00 feet from said point (2) thence Southwesterly along said curve 11.82 feet to the point of tangency of said curve, the radius point of said curve being South 57 degrees 46 minutes 01 seconds East 175.00 feet from said point (3) South 32 degrees 13 minutes 59 seconds West 175.00 feet to a point on the Northern boundary of Bradford Creek, Section 5 Recorded as Instrument #930053152 in the Office of the Recorder of Marion County, Indiana, the following (4) courses are along the Northern boundary of said Bradford Creek, Section 5 (1) North 57 degrees 46 minutes 01 seconds West 120.00 (2) South 71 degrees 04 minutes 20 seconds West 339.52 feet (3) South 54 degrees 04 minutes 59 seconds West 193.18 feet (4) South 49 degrees 12 minutes 11 seconds West 210.48 feet to the Northeast corner of Bradford Point, Section 3A Recorded as Instrument #920137236 in the Office of the Recorder of Marion County, Indiana, the following (5) courses are along the Northern and Eastern boundary of said Bradford Point, Section 3A (1) North 85 degrees 16 minutes 22 seconds West 312.00 feet (2) North 08 degrees 53 minutes 30 seconds West 133.30 feet (3) North 13 degrees 12 minutes 21 seconds West 50.11 feet (4) North 09 degrees 45 minutes 20 seconds West 146.41 feet (5) South 85 degrees 40 minutes 37 seconds West 89.81 feet to a point on the Boundary of Bradford Point, Section 2A Recorded as Instrument #900043761 in the Office of the Recorder of Marion County, Indiana, the following (4) Courses are along the Northern and Eastern boundary of said Bradford Point, Section 2A (1) South 85 degrees 40 minutes 37 seconds West 56.35 feet (2) North 50 degrees 08 minutes 10 seconds West 196.39 feet (3) North 25 degrees 03 minutes 36 seconds East 246.97 feet (4) North 49 degrees 03 minutes 59 seconds East 111.06 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 273.50 feet; thence South 00 degrees 10 minutes 21 seconds East 126.70 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 200.00 feet; thence South 00 degrees 10 minutes 21 seconds East 73.30 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 150.00 feet; thence North 00 degrees 10 minutes 21 seconds West 100.00 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 687.51 feet to the place of beginning containing 15.447 acres more or less, subject to all legal highways, rights-of-way, easements and restriction of record.

EXHIBIT "A"

METES\11430S7