**Covenants and Restrictions**

The undersigned, LDG, INC, and Indiana corporation (the “developer”), and part owner of the real estate shown and described in this plat (the “real estate”) Timothy L. Pascal, Builder Inc., the other owner thereof, 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. This subdivision shall be known and designated as Sargent Creek, consisting of Lots 1-81 inclusive, an addition in Marion County, Indiana.

In order to provide adequate protection to all present and future owners of the lots in this subdivision, the following covenants and restrictions, are hereby imposed upon the real estate and shall run with the real estate.

1. There are areas of ground on this plat marked “utility easements” and “drainage easements,” either separately or in combination. The utility easements are hereby created and reserved for the use of public utility companies (not including transportation companies), and governmental agencies for access to, maintenance, installation, repair, or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for furnishing of utility services, including cable television services. The drainage easements are hereby created and reserved: (i) for the use of developer during the development of the subdivision for access to and for the installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the real estate and adjoining property and (ii) for the Department of Public Works for the City of Indianapolis for access to maintenance, repair or removal of such drainage system; provided, however, that the owner of any lot in this subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the utility easement and drainage easement in this plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it in this paragraph. No permanent structures shall be erected or maintained upon said easements. The owners of lots in this subdivision shall take and hold title to the lots subject to the utility easements and drainage easements herein created and reserved.
2. The rights-of-way of the streets as shown in this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however to a reservation of ingress-egress for the maintenance in the median as detailed under Item 14 hereof.
3. Building set-back lines are hereby established on this plat. The set-back line shall vary in depth on the lots within the loop of a cul-de-sac with a minimum set-back of twenty (20) feet in the cul-de-sac loop and a minimum lot width of seventy (70) feet at the set-back line on the cul-de-sac loop. All other lots shall have a minimum set-back of twenty-five (25) feet with a minimum lot width at the set-back line of eighty (80) feet. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than seven (7) feet, with each lot having an aggregate side yard requirement of nineteen (19) feet. Where two or contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.
4. No residence constructed on a lot shall have less than nineteen hundred (1900) feet of finished and livable floor area in aggregate for a one-story residence or less that twenty two hundred (2200) square feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square foot of 1000 square feet for the ground level shall be required for a multi-floor residence so as to confirm to the Dwelling District Ordinance of Marion County.
5. All residences are required to have a garage, which will accommodate two (2) automobiles.
6. Each driveway in this subdivision shall be of concrete or asphalt material with no additional parking permitted on a lot other than the existing driveway.
7. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.
8. 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 business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No residence shall be erected, altered, placed, or permitted to remain on any lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. Detached garages, tool sheds or storage buildings may be erected on any lot subject to the approval of the Architectural Control Committee as to type, appearance and placement within a lot, which approval procedure is detailed in Item 10 herein.
9. All home construction sites shall be kept free of any unnecessary trash and equipment and in clean and orderly fashion.
10. Architectural Design and Improvement Control: No building, fence, walls, or other structure shall be erected, placed and altered on any building lot in this subdivision until the building plans, specifications, and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structures herein as to the building with respect to topography and finished ground elevations’ by the Architectural and Environmental Control Committee. This Committee shall require a dusk-to-dawn night plus a standardized mailbox for each residence with a further requirement to sod the front yard of each residence unless unanimously decided otherwise by this committee. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the “Sargent Creek” area shall be the proper concern of the committee. This committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. The committee’s approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the committee within 14 days from the date of submission, it shall be deemed that the committee had approved the presented plan. Neither the committee members nor the designated representatives shall be entitled shall be entitled to any compensation for services performed pursuant to this covenant.
11. No fence, wall, 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 property 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 lines extended. The same sight line limitations shall apply to any lot within ten (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 instances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
12. No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for or rent, except developer and Builders may use larger signs but only during the sale and development of this subdivision.
13. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
14. The areas designated on the plat at the entranceways to the subdivision as landscaped easements or landscape and utility easements shall be maintained as respects the landscape and entrance wall by the titleowner of the lot upon which the same exists, provided however, if the property owners within all of the sections of the subdivision create a homeowners organization to which at least thirty percent (30%) of the lot owners of the subdivision belong then, and in that event, the maintenance responsibility herein mentioned shall instead be that of the homeowners organization. Whoever has the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended from each lot owner on an equal pro-ratable basis for all lots in all sections of the subdivision.

Each of the lot owners in this subdivision shall also be pro-ratable liable for the utility and maintenance cost associated with the lights and light fixtures and the preservation and maintenance of the landscaping in the medians with the public right of way in this subdivision.

Each lot owner’s obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorney fees if such services are required to secure payment.

1. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the real estate, or any part thereof, and on all persons or entities claiming under the,, until 20 years after date of recording hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencements of any such extension period, by a vote of a majority of the then owners of the lots in this subdivision it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.
2. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by developer, any person or any entity having any right, title or interest in the real estate (or any part thereof), or any person or any entity having right, title or interest in a lot in the subdivision and all person or entities claiming under them, against the person or entity violating or threatening to violate any such covenants and restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys’ fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the developer shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants and restrictions.
3. 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-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.