

SCARLETT LAKES

Summary of Plat Covenants and Restrictions

These covenants and restrictions are provided and enforced in order to provide adequate protection of your new home investment, and the safety and enjoyment of your neighborhood. Following is a summary for your quick reference and convenience:

- Designated common areas will be owned and maintained by the Scarlett Lakes Homeowner's Association (PP #33).
- All homeowners in Scarlett Lakes will automatically become members of the Homeowner's Association (Intro.).
- ~~Original building plans, as well as any changes or additions (including repainting), must be reviewed and approved by Sycamore Architectural Review Committee (PP #6).~~
- Minimum residential unit size is 1,000 square feet total floor area (excluding garage) (PP #1).
- Each home must have a minimum one car attached garage (PP #4A).
- Driveways must be concrete or asphalt (PP #10).
- A minimum of two 1 1/2 inch caliper trees shall be planted in the front yard (PP #3).
- No outside storage of trailers, campers, motor homes, boats, or other recreational vehicles (PP #27).
- ~~No free standing antennas, satellite dishes, etc (PP #21);~~
- No on street or overnight parking (PP #4A-2).
- No farm animals or animals used for commercial purposes (PP #13).
- No commercial buildings on any of the lots in the subdivision (PP #11).
- No school, pre-school, day care facility, church, or similar institution shall be maintained on any lot (PP # 17).
- All pools must have an eight (8) foot privacy fence (PP #4A-1).

It is very important that you review thoroughly all covenants and restrictions that are described on the following pages.

SCARLETT LAKES

RESTRICTIVE COVENANTS

We, the undersigned, 53rd Street Associates, LLC, owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the herein plat.

This subdivision shall be known and designed as Scarlett Lakes, an addition to the City of Anderson, Madison County, Indiana. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change such covenants in whole or in part.

Invalidation of any one of the foregoing covenants by judgement or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

In order to afford adequate protection to all present and future owners of lots and tracts in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all for the benefit of each and every owner of any lot or lots in the subdivision, binding all the same, now and hereafter, and their grantees, their heirs and personal representatives, and where applicable, their successors and assigns.

1. No residential structure shall be less than 1000 square feet of living space.

2. Lots designed in this plat are hereby reserved for single-family residential use and may be single or two story structures.

3. No plot plan shall be approved by the architectural committee nor any building permit issued without the inclusion of the planting of two (2) trees (1.5 inch diameter minimum and must be from the approved tree list of the Architectural Committee) in the front yard of each lot, construct a five (5) foot wide four (4) inch thick sidewalk required by ordinance in the right-of-way one (1) foot from the right-of-way line along all street fronts, payment of all applicable part and recreation (feet) sewer tap on fees and building permit fees.

4. In the event of a dispute or controversy as to any matter within or arising out of these covenants, such dispute or controversy shall be submitted to the arbitration of the building committee, and the arbitration of such matters shall

be an express condition precedent to any legal or equitable action or proceedings of any nature whatsoever.

4A. All residence shall have a one car minimum attached garage.

4A-1. All pools, above ground or otherwise, must have a required by ordinance maximum of seven (7) foot privacy fence shielding the view of the pool from public sight.

4A-2. No on street, overnight parking.

4A-3. No kennel type structure in sight of public view. Also subject to developer approval and must be shielded in four (4) foot privacy fence.

5. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies and governmental agencies as follows: (A) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement - nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other land included within upstream or downstream, affected by such use. (B) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition of the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, maintenance, repair and replacement of mains, ducts, poles, lines and wires, meters and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of the rights, including reading of the meters. No structure, including fences, shall be built on any drainage, sewer or utility easement. (D) Landscape Easements (L.E.) are created to maintain landscaping.

6. No building or other structure shall be erected, placed upon, altered, or repainted on any lot in this subdivision until building plans, specifications, plot plans, and color

schemes are approved as to the conformity and harmony of external design and color schemes with existing structure within the subdivision, and as to the building with respect to topography and finish ground elevation, by a building committee composed of Sycamore Group, Inc., their designees, or by their successors, in the event of the death, disability or resignation of any member of said committee, any remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plan submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval. Neither the building committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death, disability or resignation of all of the original members of the building committee, the owners of the lots by a majority, shall elect a new building committee for the purposes set forth in these covenants.

6A. All garbage cans must be stored in a garage and out of site.

6B. No clutter of front porches other than specifically designed outdoor furniture. No bikes, tools, garbage cans, etc.

7. Front building lines (B.L.) are hereby established, between which lines and the front property lines, no permanent or other structure, other than drives, shall be erected and maintained.

~~Side and rear building lines are established in accordance with the zoning ordinance applicable to the subdivision and variance therefrom as may have been granted by the Anderson Plan Commission or Anderson Board of Zoning Appeals.~~

8. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for 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 violating or attempting to violate such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

9. 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 right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of said street line or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley

line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property.

10. All driveways shall be hard surfaced with either concrete or asphalt. Any changes and alterations of structures or driveways are subject to building committee approval.

11. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

12. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

13. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

14. 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.

15. No private, or semi-private water supply or sewage disposal system, may be located upon any lot in this subdivision which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein, except as approved by said health authority.

16. The repair or storage of inoperative motor vehicles, or material alteration of motor vehicles shall not be permitted on any lot, unless entirely within a garage permitted to be constructed by these covenants.

17. No school, preschool, day-care facility, church or similar institution of any kind shall be maintained, conducted or operated upon any lot.

18. No exterior lighting shall be directed outside the boundaries of any lot, nor shall any lighting be used which constitutes more than normal convenience lighting, unless the same is approved by the building committee.

19. All laundry shall be dried on a special drying apparatus in the form of a folding rack or umbrella which shall be placed

at the rear of each lot. Clotheslines shall not be strung or hung between trees and shrubbery on any lot.

20. No signs of any nature, including for sale or rent signs, or other advertisements, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the building committee, or as used by the undersigned, and it's agents in the development of the properties and the maintenance thereof such development.

21. All television or other antennas shall be affixed to improvements located on the respective lot involved. No freestanding antennas for any purpose shall be permitted unless approved by the building committee. No outside television antennas will be permitted if a master antenna is available for a lot.

22. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the properties. All trash, garbage and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the building committee.

23. It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Plan Commission of the City of Anderson and the Madison County Drainage Board and the requirements of all drainage permits for the plat issued by those agencies. Failure to so comply, including failure to comply with the approved grading plan and Federal Housing Administration lot grading regulations and recommendation, or construction of any building shall be subject to action by appropriate authority.

24. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Anderson Board of Public Works. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Board of Public Works.

25. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, the Board of Public Works

will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

26. Unless a delay is caused by strikes, war, court injunction or acts of God, then exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building process, after which time, the building committee may re-enter, take possession of said lot, without notice, sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

27. No campers, motor home, truck, trailer or boat may be stored on any lot in open public view.

28. Lot owners shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonably clear from unsightly growth at all times. Failure to comply shall warrant the building committee to cut weeds and clear the lot of such growth at the expense of the lot owner, and the building committee shall have a lien against said real estate for the expense thereof.

29. Any gas or oil storage tanks used in connection with a lot shall be either buried, or located in a garage or house, in such a manner that they are completely concealed from public view.

30. Walk easements (W.E.) may hereby be established as set forth on the recorded plat for the purposes of construction and maintenance of sidewalks to allow public passage therein.

31. It is expressly understood that the building committee may make assessments to cover any costs incurred in enforcing these covenants, or in undertaking any maintenance or other activity which is a responsibility of the committee hereunder. Any such assessments shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants or the undertaking of the maintenance, or other activity.

32. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in a manner herein provided. All such assessments, together with the interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessment shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same become due and payable shall bear interest from the due date at a percentage

rate not greater than twelve (12) per centum per annum. The building committee, or any member thereof, shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney fees, incurred by the building committee, or such member, in collecting the same. If the building committee has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the building committee may accelerate payment of any one or more installments, the building committee may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot in factor of any governmental taxing or assessing authority. Sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments hereafter becoming due or from the lien certificate in writing, signed by a member of the building committee, that the assessments on a lot have been paid, or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence granted herein or any property shown on the within easement granted herein or any property shown on the within plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge and lien created herein.

33. Upon the transfer of ownership of all platted lots, 53rd Street Associates, LLC will cause, to be incorporated under the laws of the State of Indiana, a not-for-profit corporation under the name "Scarlett Lakes" or a similar name, as such agency for the purpose of ownership and maintenance of all common areas as designated on the recorded plat, to assume the right and duties of the Building Committee as specified in the recorded covenants and administer and enforce said covenants, disbursing the assessments and charges imposed and created hereby and hereunder or by and under any other agreement to which the property may at any time be subject, and promoting the health, safety and welfare of the owners of the property, and all parts thereof and that said Association shall have the power to establish bylaws, duly recorded in the Office of the Recorder, Madison County, Indiana, establishing procedures and rules for the efficient execution of these recorded covenants.

34. Lot owners are prohibited by a contractual agreement to 53rd Street Associates, LLC from remonstrating against commercial or business development of property retained within the City of Anderson at the time of transfer of the property to be developed as "Scarlett Lakes". The retained property is that which is presently zoned for local business by the City of Anderson.

35. The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the building committee, and the owners of the lots in the subdivision, their heirs and personal representatives, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the building committee, or to any other owner or owners. The right of enforcement of the covenants is hereby also granted to the Plan Commission of the City of Anderson, its successors or assigns.

36. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Madison County Recorder's Office. Except as the same may be amended from time to time, the foregoing covenants will be in full force and effect until October 1, 2020, at which time they will be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners, it is agreed that these covenants shall terminate in whole or in part.

37. Invalidity of any of these covenants and restriction or any part thereof by judgement or court order shall not affect or render the remainder of said covenants and restriction invalid or inoperative.

WITNESS OUR HANDS AND SEALS THIS 22 DAY OF February 1995

53rd Street Associates, LLC

Harry Kennerk
Harry Kennerk, Manager

RECEIVED FOR RECORD
DATE 2-22-95 TIME 8:30 AM
Lathrine Sutton
MADISON COUNTY RECORDER