

**PLAT COVENANTS AND RESTRICTIONS
OF
SECTION V,
A PART OF THE VILLAGES AT PEBBLEBROOK
*(Also representative of Sections I, II, III and IV of
The Villages at Pebblebrook)***

The undersigned, Villages At Pebblebrook, L. P. (the "Developer"), is the owner of the real estate more particularly described in Exhibit "A" attached hereto (the "Real Estate"). Developer intends to plat and subdivide the Real Estate as shown on the Plat of Section V, as hereafter recorded in the Office of the Recorder of Hamilton County, Indiana (the "Plat") and desires to subject the Real Estate to these Plat Covenants and Restrictions. The subdivision created by the Plat shall be known and designated as Section V, a part of The Villages at Pebble Brook (the "Subdivision"). In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to the covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions dated the 7th day of July, 1992, and recorded on the 8th day of July, 1992, as Instrument No. 9225788 in the Office of the Recorder of Hamilton County, Indiana; as the same may be amended or supplemented from time to time as therein provided (the "Declarant"), and to the rights, powers, duties and obligations of The Villages at Pebble Brook Homeowners Association, Inc. (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. There are areas of ground on the plat marked "Utility Easement" ("UE"), "Sewer Easement" ("SE"), and "Drainage Easement" ("DE"), either separately or in combination. The Utility Easement is hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association, for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easement is hereby created and reserved (i) for the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and 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 use of the Association and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system; provided, however, that

- the owner of any lot in the 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, Drainage Easement and Sewer Easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use and 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 by this paragraph 1. No permanent structures shall be erected or maintained upon said easements. The Sewer Easement is hereby created and reserved (i) for the use of the Developer during the "Development Period" (as such is defined in the Declaration) for access to and installation, repair and removal of a sanitary sewer system and (ii) for the use of the Association and any governmental agency for the installation and access to and maintenance, repair and replacement of such sanitary sewer system. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Utility Easement, Drainage Easement and Sewer Easement here in created and reserved.
2. There are areas of ground on the Plat marked "Landscape Easement" ("LE"). The landscaping located within the easement shall be maintained by the Association and the Association shall have an easement of ingress and egress on and over such areas for the purpose of this maintenance obligation. The foregoing notwithstanding, the Association shall not have the obligation to maintain the landscaping located within the landscape easements which are within the perimeter boundaries of a Lot. The landscaping and other improvements planted or installed by the Developer and/or the Association in the landscape areas may not be removed by an Owner and no fence shall be placed in such areas by an Owner, except as approved by the Association or Developer.
 3. Building set-back lines are established on the Plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear line (as the case may be) of said Lot.
 4. 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 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 or alley line. 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 line.
 5. No living unit constructed on a lot in the Subdivision shall have less than one thousand one hundred (1,100) square feet of floor area, exclusive of garages, carports, and open porches for single story, and one thousand five hundred (1,500) square feet for multi-level, exclusive of garages, carports and open porches.
 6. All lots in the Subdivision shall be used solely for residential purposes. 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 by the applicable Zoning Ordinance. No structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family living unit and permanently attached residential accessory buildings. Any garage or tool shed, attached as an accessory building to a living unit shall be of a permanent type of construction and shall conform to the general architecture and appearance of such living unit.
7. No garage shall be erected on any lot which is not permanently attached to the living unit, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any lot which is not permanently attached to the living unit.
 8. No trailers, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot except that used by a builder during the construction of a living unit on a lot. Which temporary construction structures shall be promptly removed upon completion of the construction of the living unit.
 9. No trailer, shack, tent, boat, garage or other outbuilding may be used at any time as a residence, temporarily or permanently, nor may any structure of a temporary character be used as a residence.
 10. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. 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 neighborhood.
 11. No camper, motor home, truck, trailer, boat or commercial vehicle of any kind shall be stored on any lot in open public view.
 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 sale or rent, except Developer may use larger signs during the sale and development of the Subdivision.
 13. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.
 14. Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a garage or house such that they are completely concealed from public view.
 15. No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the Subdivision which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any Lot.
 16. Each driveway in the Subdivision shall be of concrete or asphalt material.
 17. No roof antenna shall be installed or permitted in the Subdivision.

18. No satellite dishes shall be installed or permitted in the Subdivision except as installed by the Developer and after at the end of the Development Period except as approved by the Association.
19. No metal, fiberglass or similar type material awning or patio covers shall be permitted in the Subdivision.
20. No above-ground swimming pools shall be permitted in the Subdivision.
21. No solar heat panels shall be permitted in the Subdivision.
22. All lots shall be accessed from the interior streets of the Subdivision.
23. Violations or threatened violations of these covenants and restrictions shall be grounds for an action by the Developer, and Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in any Subdivision which is now or hereafter made subject to and annexed to the Declaration, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or 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 neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants and restrictions.
24. Until the end of the Development Period, Developer shall have the right to amend these covenants and restrictions without the approval of any person or entity.
25. These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the lots in such Subdivision have been sold by the Developer, any such amendment of these covenants and restrictions shall require the prior written approval of Developer. Each such amendment 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 Hamilton County, Indiana.
26. These covenants and restrictions (as the same may be amended from time to time, as provided in the foregoing paragraph) 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 them, until 2014, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no

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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.

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

IN WITNESS WHEREOF, the undersigned Developer, as the Owner of the Real Estate, has hereunto caused its name to be subscribed this 30th day of September, 1994.

(See copy/original of Instrument 9442525, Hamilton County, Indiana for signatures and notary.)