

9348794

DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 4th day of October, 1993 by Thompson Land Company, Inc. (hereinafter referred to as the "Developer" as the term applies solely to the subdivision to be known as Harrison Green).

WITNESSETH:

WHEREAS, The Thompson Land Company, Inc. is the owner of the lands contained in the area shown on Exhibit "A". Said Exhibit "A" attached hereto and made a part hereof, which lands will be subdivided and known collectively as Harrison Green (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the office of the Recorder of Hamilton, 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 and complement 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 of 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.

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

A. "Committee" shall mean the Harrison Green Development Control Committee composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. 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.

B. "Association" shall mean the Harrison Green Property Owners Association, Inc. a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 11 of this Declaration.

This Instrument Recorded 10-7-1993
Sheri K. Cherry, Recorder, Hamilton County, IN

INST # 9348794

1203
2

~~RECORDED~~

AMENDMENT TO DECLARATION OF RESTRICTIONS

This document is an Amendment to the Declaration of Restrictions dated October 4, 1993, and recorded on October 7, 1993, in the office of the Recorder of Hamilton County as Instrument #9348794.

WITNESSETH:

WHEREAS, the Declaration of Restrictions by Thompson Land Company, Inc., an Indiana Corporation dated October 4, 1993, and Recorded on October 7, 1993, as Instrument #9348794 in the office of the Recorder of Hamilton County, Indiana contains certain errors and omission, and

WHEREAS, the Declarant, Thompson Land Company, Inc., having discovered such errors and omission agree to now cure same.

Now, THEREFORE, the Developer, Thompson Land Company, Inc. declares that the following is intended to be a "Nunc Pro Tunc" style Amendment to the Declaration above identified, to have same effect as if the following had been contained in the Declaration dated October 4, 1993 to-wit.

PARAGRAPH 7.J - Shall Be Deleted In Its Entirety

The foregoing concludes the Amendment to the herein above referenced Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto affixed its duly authorized signature this 31st day of Jan, 1996.

THOMPSON LAND COMPANY, INC.

By: [Signature]
Corby D. Thompson, President

9609632065
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
On 08-08-1996 At 12:21 pm.
AMDE 12.00

SUMMARY OF HARRISON GREEN PLAT COVENANTS

DEVELOPMENT CONTROL COMMITTEE

Chair Person: Steve Gray 577-2919

THE HARRISON GREEN BOARD AND THE DEVELOPMENT CONTROL COMMITTEE HAVE DETERMINED THAT THE FOLLOWING GUIDELINES MUST BE MET FOR APPROVAL BY THE COMMITTEE:

- 1] Accessory Outbuildings
 - a. One Accessory outbuilding is permitted per lot.
 - b. Must match color scheme of house on which lot the accessory building is located.
 - c. May not be allowed to be greater than 1 story in height nor exceed 15.0 feet in height from grade to the top of the structure.
 - d. Must be setback 6.0 feet from the side lot line and must be setback 10.0 feet from rear lot line.
 - e. Must be behind rear line of home (in case of corner lots must be located behind line of building line of building on side street yard).

- 2] Fences
 - a. Chain link fences should be vinyl covered.
 - b. No fences in front yard which is between the house and the adjacent street.
 - c. Fences should be installed as to not inhibit water drainage within a drainage easement.
 - d. May not exceed 4.0 feet in height.
 - e. May not be located closer than 5.0 feet to any sidewalk.

- 3] Decks
 - a. May not be placed in an easement.
 - b. Must be setback 6.0 feet from side lot line.

- 4] Recreational Vehicles and Commercial Vehicles
 - a. Campers, trailers, boats or similar vehicles may not be parked on any street or lot in the development. No boat, truck, trailer or Recreational Vehicle may be stored on any lot unless such vehicle is parked in such a manner that it is not visible to the occupants of other lots in the development.

- 5] Mailboxes
 - a. Each mailbox within the development must be consistent in type and material.

- 6] Pools

- a. Must be in-ground type and should be fenced as not to allow children to accidentally enter pool area. Pool fences may be allowed to exceed 4.0 feet in height to meet building codes.
- 7] House Additions
- a. Must be consistent in color scheme and architectural style to the existing house.
- 8] Yard Lights
- a. Each lot is required to have a dusk to dawn yard light and must be maintained.
- 9] Recreational Equipment
- a. Basketball goals may not be located in the street. Basketball goals are permitted between the sidewalk and house and within the rear yard.
 - b. Concrete basketball courts are allowed in rear yard and limited to ½ court and may not be illuminated.
 - c. Other recreational equipment (e.g. trampolines, play sets, and sandboxes) must be located in the rear yard and meet the requirements for accessory outbuildings.
- 10} Satellite Dish Antennae
- a. May not exceed 39" in circumference.
 - b. Must be located so it is not visible from the street. Exceptions to location may be made to facilitate reception of the satellite signal.

Note: This Summary of Covenants is supplement to the Declaration of Restrictions recorded in the Hamilton County Recorders office (9348794).

ANY IMPROVEMENT MUST MEET ALL LOCAL BUILDING AND ZONING CODES AND MUST BE APPROVED BY THE TOWN OF FISHERS AND THE HARRISON GREEN DEVELOPMENT CONTROL COMMITTEE PRIOR TO CONSTRUCTION.

Created on 4/2/97

Revised on 7/15/98, 9/12/98 and 3/27/00

