

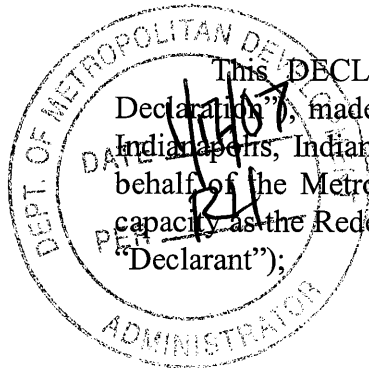
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SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

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PLATE 1 SERIAL
MARION COUNTY RECORDER

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE FALL CREEK PLACE – PHASE IV DEVELOPMENT**



This DECLARATION (hereinafter referred to as “the Declaration” or “this Declaration”), made this 17th day of November, 2006, by the Consolidated City of Indianapolis, Indiana by and through its Department of Metropolitan Development, on behalf of the Metropolitan Development Commission of Marion County, acting in its capacity as the Redevelopment Commission of Marion County (hereinafter referred to as “Declarant”);

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate in Marion County, State of Indiana, which is more particularly described in Exhibit “A” attached hereto and hereby incorporated herein by reference (hereinafter referred to as the “Real Estate”);

WHEREAS, the Real Estate is part of developments previously platted in the subdivisions indicated on Exhibit A by filings with the Office of the Recorder of Marion County, Indiana;

WHEREAS, the Real Estate owned by Declarant is presently comprised of Ninety Two (92) Lots upon which improvements permitted hereunder exist or may be constructed or altered (“Phase IV Lots”);

WHEREAS, after the Applicable Date, all Phase IV Lot Owners shall join and be subject to the provisions contained in By-laws of Fall Creek Place Homeowner’s Association, Inc.;

WHEREAS, Declarant desires to provide for the preservation and enhancement of property values in such community and, to this end, Declarant desires to subject the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each Owner of all or part thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, that the powers of administering and enforcing the covenants and restrictions contained in this Declaration, and promoting the health, safety and welfare of the owners of the Real Estate and all parts thereof, be initially held by Developer and subsequently assumed by Association.

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the terms and conditions of this Declaration, all of

which are declared to be in furtherance of a plan of redevelopment and enhancement of the Real Estate.

ARTICLE I
DEFINITIONS

The following are the definitions of various terms as they are used in this Declaration:

A. "Applicable Date" shall mean the date on which the last Lot, as hereafter defined, is sold to an Owner.

B. "Association" shall mean Fall Creek Place Homeowners Association, Inc., a not for profit Indiana corporation, the member and powers of which are more fully described in Article III of this Declaration.

C. "Developer" shall mean Mansur Real Estate Services.

D. "Design Review Committee" shall mean the committee appointed by the Declarant more particularly described in Article II, Section 2(B).

E. "Dwelling Unit" shall mean that portion of a structure erected or located on a Lot designed for occupancy by a single family.

F. "Lot" shall mean any parcel of the Real Estate, excluding dedicated and improved streets, described on the Map, attached hereto as Exhibit "B".

G. "Owner" shall mean a person, other than the Declarant, the Developer, or their designees, 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, and excluding the Declarant, Developer (or its designee).

H. "Real Estate" shall mean the real estate subject to this Declaration, including the Lots described in Exhibit "A".

ARTICLE II
RESTRICTIONS, COVENANTS AND REGULATIONS

Section 1. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots on the Real Estate contained herein and in any real estate plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners of any of the Lots and shall run with the land and inure to the benefit of and be enforceable by any Owner. Present or future Owners shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and in addition, shall be entitled to damages for any injuries or losses resulting from any

violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

A. Residential Use. All Lots and the improvements constructed thereon (the “Dwelling Units”) shall be used exclusively for residential purposes, including parks. No business buildings shall be erected on said Lots, and no businesses shall be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana, as amended from time to time. No residence shall be erected, altered, placed, or permitted to remain on any Lot herein, other than one detached single-family residence, one double-family residence, or townhomes, all of which shall comport with the Builder’s Guide and Design Guidelines attached hereto as Exhibit “C”. Any detached garage, tool shed, storage building or any other detached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of any residence. Detached garages, tool sheds or storage buildings may be erected on any Lot subject to the approval of the Design Review Committee as to type, appearance and placement within a Lot.

B. Parking. No parking is permitted on a Lot other than in the garage, parking pad or rear drive. No recreational vehicles, boats, or other storage (except in an enclosed building) shall be permitted on or adjacent to any Lot. No nonfunctioning vehicles shall be maintained on any Lot or in any designating parking areas on the streets. All repairs to vehicles shall be performed inside a garage.

C. Temporary Residences Prohibited. No trailer, shack, tent, boat, basement (except the use thereof as an integrated part of the entirety of the residence), 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. However, at the discretion of the Design Review Committee, apartments above garages, if properly zoned, may be used as a residence.

D. Nuisances and Waste. No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit or on any Lot.

E. Use of Property. No Dwelling Unit or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the development on the Real Estate, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, loud persons, and exterior lighting directed beyond a Lot line.

F. Construction Activity. All construction activity on the Real Estate shall be done in accordance with the standards set forth in the Fall Creek Place Builder’s Guide and the Design Guidelines, all of which are attached hereto as Exhibit “C”;

G. Occupancy and Residential Use of Partially Completed Dwelling House Prohibited. No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

H. Five Year Restricted Period. Notwithstanding anything contained herein to the contrary, for a period from the later of Five (5) years from and after the date that the Owner purchases a newly constructed or newly rehabilitated home or for a period of Five (5) years from and after the issuance of a Certificate of Completion issued pursuant to a project agreement required to be entered into between the first Owner and Declarant (the "Restricted Period"), each of the Dwelling Units must be devoted to and used only for single family, owner occupied and residential purposes, and as the Owner's principal residence. Rental, leasing or subleasing of a Dwelling Unit is prohibited. During the Restricted Period, the Owner shall not make or create or suffer to be made or created, any total or partial sale, assignment or conveyance of his interest in a Lot or Dwelling Unit, or enter into any agreement to do any of the same, without the prior written consent of the Declarant, which consent may be withheld in Declarant's sole and absolute discretion.

I. Construction Sites. All home construction sites shall be kept free of any unnecessary trash, scrap materials and equipment and in a clean and orderly fashion.

J. Prohibited Animals/Nuisances. An Owner may keep and maintain only typical and usual household pets on any Lot. No poultry, farm animals, or domestic animals for commercial purpose shall be raised or maintained on any Lot. Any household pets permitted hereunder shall be kept reasonably confined on such Lot so as not to become a danger to persons or other pets.

K. Limitations on Water and Sewer. No private or semi-private water supply and/or sewage disposal system may be located upon any Lot in the Real Estate. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any Lot.

L. Limited Access. All Lots shall be accessed from the alley in the rear of each Lot in the Real Estate. No access to any Lot is permitted from the streets, except as specifically permitted by Declarant.

M. Other Restrictions. All tracts of ground in the Real Estate shall be subject to the easements, restrictions and limitations of record appearing on the applicable plat, other recorded easements, rights of way, restrictions and covenants, and also to all governmental zoning and regulatory authority affecting the Real Estate.

N. Binding Nature/Duration of Covenants. These covenants and restrictions (as the same may be amended from time to time as provided in this Declaration) 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 December 31, 2020, and thereafter 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 the majority of the then Owners of the Lots in the Real Estate, 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.

Section 2. Restrictions and Obligations Concerning the Development of the Lots and the Size, Placement and Maintenance of Dwelling Units and Other Structures.

A. Utility Drainage and Sewer Easements. There are areas of ground on the Lots contained in the Real Estate marked "Drainage, Utility and Sewer Easements (D.U. & S. E.) either separately or in combination.

The Drainage, Utility and Sewer Easements are hereby created and reserved for the Department of Public Works of the City of Indianapolis, Indiana its successors or assigns, who shall have full authority and maintenance and repair responsibilities for such sewer and drainage systems servicing the Real Estate, as well as any future connections and extensions thereto. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility is responsible.

B. Design Review Committee. Developer shall establish a Design Review Committee ("DRC") consisting of Three (3) or more persons as may, from time to time, be appointed by Developer, which shall, until the Applicable Date, have approval authority over the following matters:

- (i) New Construction. No building, fence, walls, fuel storage tanks, antennae, satellite dishes, in-ground or above-ground pools, or other structures or appurtenance shall be constructed, erected, placed, replaced, altered, or repaired on any Lot in this Real Estate until the building plans, specifications and plot plans showing the location and nature of such structures, improvements and/or appurtenances have been approved by the DRC, in accord with the terms and provisions of the Declaration and the Design Review Guidelines, which are attached hereto as Exhibit "C". The destruction of trees and vegetation and any other such matters as may affect the environmental and ecology of the Real Estate shall be the proper concern of the DRC and shall first be approved thereby.
- (ii) Fence Limitations/Site Lines. All fences located in the back yards shall be approved by the DRC. Galvanized chain link fence shall not be permitted. No fence, wall, hedge or shrub planting which obstructs site lines at elevation 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 site line limitation shall apply to any Lot within Ten (10) feet from the intersection of a street line with the edge of driveway pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site line; provided, however, the removal of a tree must be approved by the DRC per (i) above.

C. Minimum Living Area. No residence constructed on a Lot herein shall have less than one thousand one hundred (1,100) square feet of finished and livable floor area in aggregate, exclusive of basements, open porches and garages, except as approved by the DRC. A minimum square footage of six hundred (600) square feet (exclusive of basements, open porches and garages) for the ground level shall be required whenever a multi-floor residence is involved, with the aggregate of all livable floor area to remain a minimum of one thousand one hundred (1,100) square feet.

D. Prohibition of Used Structures. All structures constructed or placed on any Lot shall be constructed or improved with substantially all new materials, and no used materials shall be relocated or placed on any such Lot; provided, however, nothing contained herein shall prohibit an Owner from preserving and restoring an existing Dwelling Unit on a Lot, provided all such preservation and restoration (including plans and specifications therefor) is approved by the DRC in the same manner as provided herein by the Fall Creek Place Builder's Guide and the Design Review Guidelines, all of which are attached hereto as Exhibit "C".

E. Maintenance of Lots and Improvements. The Owner of any Lot 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) Cut the grass of 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 Real Estate;
- (iv) Cut down and remove dead trees;
- (v) Where applicable, prevent debris and foreign material from entering drainage areas;
- (vi) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

- (vii) Within Sixty (60) days following completion of a house on a Lot, landscape the Lot, weather permitting pursuant to the Design Guidelines; and
- (viii) Keep the Lot, sidewalk, and the street serving the Lot appropriately clean during all periods of construction.

F. Developer's and an Owner's Right to Perform Certain Maintenance. In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions and the provisions of the recorded plat of the Real Estate, the Developer, until the Applicable Date, and thereafter the Association, shall have the right, but not the obligation, by and through its agents and 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 these Restrictions and the provisions contained in any such plat. The cost thereof to the Developer or the Association shall be collected from such Owner and shall be a lien upon the Lot collectible in any court of law or in equity together with reasonable attorney's fees for the enforcement of such lien. The Developer, the Association, or any of their agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 3. Provisions Respecting Disposal of Sanitary Waste.

A. Outside Toilet Facilities. No outside or portable toilets shall be permitted on any Lot (except during a period of construction) and no sanitary waste or other wastes shall be permitted to be exposed.

B. Construction of Sanitary Sewage Lines and Disposal Facilities. All sanitary sewage lines and disposal facilities on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of the City of Indianapolis, the Health and Hospital Corporation of Marion County, or any other governmental agency or entity of competent jurisdiction, and the restrictions of this Declaration. Each Owner shall be provided with one (1) approved outdoor waste receptacle by the City of Indianapolis Department of Public Works.

Section 4. General Prohibitions. In addition to any restrictions or limitations contained elsewhere in this Declaration and in the recorded plat of the Real Estate, the following prohibitions and restrictions shall govern the development, use and occupancy of the Real Estate.

A. Garbage, Trash and Other Refuse. No lot shall be used or maintained as a dumping ground for trash. No Owner of a Lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation of such refuse on his Lot except as may be permitted in subparagraph B below.

B. Trash Receptacles. Rubbish, garbage, ashes or other waste shall be kept in sanitary containers. Every outdoor receptacle for rubbish, garbage, ashes or other waste shall be installed underground or shall be so placed and kept as not to be visible from any street within the Real Estate at any time, except at the time when refuse collections are being made. All rubbish, garbage, ashes or other waste shall be regularly removed from all Lots and shall not be allowed to accumulate thereon.

C. Utility Services. Utility services shall, to the greatest extent possible, be installed underground.

D. Recreation Facilities. Play structures, swing sets, pools, hot tubs, and other like accessory uses shall be confined to the rear yard and constructed in conformance with the Fall Creek Place Design Guidelines attached hereto as Exhibit "C" and maintained so as not to be visible from the street.

ARTICLE III FALL CREEK PLACE HOMEOWNERS ASSOCIATION

Section 1. In General. There has been created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Fall Creek Place Homeowners' Association, Inc.", which is referred to as the "Association". After the Applicable Date, every Owner of a Phase IV Lot shall agree to and become a member of the Association and shall be subject to all the requirements and limitations imposed in this Declaration on other Owners of Lots within the Real Estate and on members of the Association, including those provisions with respect to the payment of a monthly or annual charge, as described in the Association's By-laws attached hereto as Exhibit "D".

ARTICLE IV ASSESSMENTS

Section 1. Assessing Authority. Declarant hereby grants Developer the right, authority, and responsibility to administer and collect the assessments described in this Article 4 from all Owners of Phase IV Lots until the Applicable Date. After the Applicable Date, the Association shall assume Developer's rights of administration and collection of assessments.

Section 2. Responsibilities of the Developer.

A. The Developer shall procure and maintain casualty insurance, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable.

B. The Developer may contract for such services as management, snow removal, security control, trash removal, and such other services as it deems necessary or advisable.

Section 3. Covenant for Maintenance Assessments.

A. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Developer: (1) monthly or annual assessment or charges which shall be at an annual rate of no less than One Hundred and 00/100 Dollars (\$100.00); and (2) special assessments for capital improvements and operating deficit, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Due solely to increased costs of maintenance, Developer may not increase the monthly or annual assessment in excess ten percent (10%) per annum without the approval of at least fifty one percent (51%) of the Lot Owners.

B. Purpose of Assessments. The assessments levied by the Developer and paid by each Owner shall be used exclusively to for the improvement and maintenance of the improvements, sidewalks, all Lots owned or maintained by the Developer and to promote the health, safety and welfare of the Owners of Lots, and other purposes as specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly or annual assessments authorized above, the Developer may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Developer is required to maintain or for operating deficits which the Developer may from time to time incur.

D. Date of Commencement of Monthly Assessments; Due Dates. The monthly or annual assessment provided for herein shall commence for each Lot on the earlier to occur of the date of conveyance to the Owner by deed or on the date the Owner signs a land contract to purchase the Lot and shall be effective (and prorated) on a calendar year basis. The Developer shall fix the amount of the assessment at least Thirty (30) days in advance of the calendar year for which the assessment shall be effective; however, any increase in the assessment shall only be on a calendar year basis. Written notice of special assessments and such other assessment notices as the Developer shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Developer. The Developer shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Developer setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Developer regarding status of assessments for any Lot shall be binding upon the Developer as of the date of its issuance.

E. Effect of Nonpayment of Assessments; Remedies of the Developer. Any charge levied or assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot at the time the charge became due. Such charge shall bear interest at the rate of Twelve Percent (12%) per annum until paid in full. If, in the opinion of the Developer, such charge has remained due and payable for an unreasonably long period of time, the Developer may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Developer in collecting the same. Every Owner of a Lot in the Real Estate and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Developer all charges that the Developer shall make pursuant to this subparagraph.

F. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

G. Suspension of Privileges. Notwithstanding any other provision contained herein, the Developer shall have the right to suspend the voting rights, if any, and the services to be provided by the Developer, together with the right to use the facilities of the Developer, of any Owner (i) for any period during which any of the Developer's charges or any fines assessed under the Declaration owed by the Owner remains unpaid; and (ii) during the period of any continuing violation of the restrictive covenants for the Real Estate after the existence of the violation shall have been declared by the Developer.

ARTICLE IV AMENDMENT OF DECLARATION

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted by Declarant until the Applicable Date, and thereafter, by agreement of the majority of the Lot Owners subject to this Declaration.

Section 2. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, any mortgagees or any person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made; (a) to comply with requirements

of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units; (c) to bring this Declaration into compliance with any statutory requirements; (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities; or (e) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the Declarant to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the Declarant no longer is an Owner.

ARTICLE V
ACCEPTANCE AND RATIFICATION

All present and future Owners, mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration as amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration and such rules, regulations and guidelines, as amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

ARTICLE VI
BENEFIT AND ENFORCEMENT

Section 1. This Declaration and the restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the office of the Recorder of Marion County, Indiana and expiring December 31, 2020, after which time they shall be automatically extended for successive periods of Ten (10) years each, unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the restrictions in whole or in part, or to terminate the same. This Declaration may be enforced by Developer, and after the Applicable Date, by any Owner

or the Association. The failure or delay at any time of Developer or the Owners or Association to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

Section 2. Metropolitan Development Commission. The Metropolitan Development Commission, by and through the Department of Metropolitan Development, its successors or assigns, shall have the right, as Declarant, to enforce any covenants, commitments, restrictions or limitations contained in these Declarations only until the Applicable Date.

ARTICLE VII MISCELLANEOUS

Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by, or to comply with any provision of this Declaration as amended from time to time, if a successful action is brought by Developer or Association to enforce the same, either shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such enforcement, and the amount of such costs and fees so awarded shall be a lien upon the non-complying Lot collectible in any court of law as are other liens on real property.

Section 2. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, and each shall be enforceable to the greatest extent permitted by law.

Section 3. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

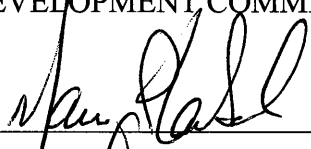
Section 4. Interpretation. The captions and title of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

Section 5. Transfer. If Declarant shall transfer its fee interest in the Real Estate to any person, firm, corporation, agency or entity other than an Owner, such transferee shall be treated as Declarant as to such interest transferred, and shall be entitled to all of the benefits and obligations hereunder, and all Owners shall attorn to such transferee.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Consolidated City of Indianapolis, acting by and through its Department of Metropolitan Development, on behalf of the Metropolitan Development Commission of Marion County, acting in its capacity as the Redevelopment Commission, Declarant herein, has executed this Declaration on the day and year first hereinabove set forth.

CONSOLIDATED CITY OF INDIANAPOLIS,
Acting by and through its DEPARTMENT OF
METROPOLITAN DEVELOPMENT, on behalf of the
METROPOLITAN DEVELOPMENT COMMISSION
OF MARION COUNTY, acting in its capacity as the
REDEVELOPMENT COMMISSION

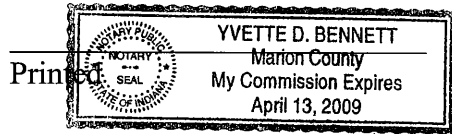
By: 
Printed: MARY PAMBICK
Title: DIRECTOR

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Maury Plambeck, Director of the Department of Metropolitan Development, who acknowledged execution of the foregoing Instrument for and on behalf of said Department and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of November, 2006.

Yvette D. Bennett
Notary Public



Commission Expiration Date

County of Residence

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. Mary E. Solada, Attorney at Law.

This instrument was prepared by Mary E. Solada, Bingham McHale, LLP, 2700 Market Tower, 10 West Market St., Indianapolis, Indiana 46204

EXHIBIT LIST

EXHIBIT "A"	Legal Description
EXHIBIT "B"	Map of Lots
EXHIBIT "C"	Fall Creek Builder's Guide & Design Guidelines
EXHIBIT "D"	Association By-laws

Exhibit A

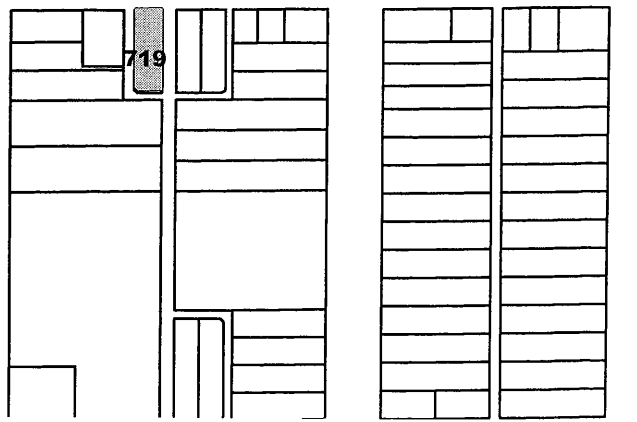
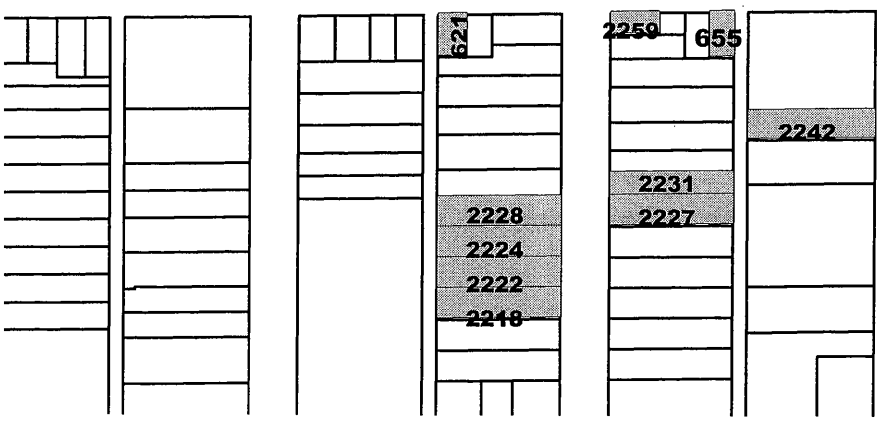
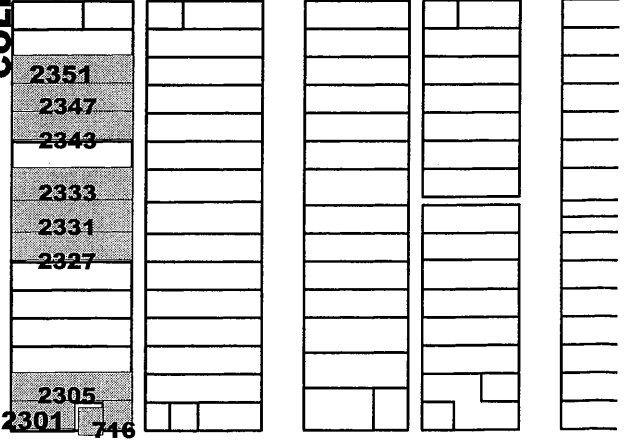
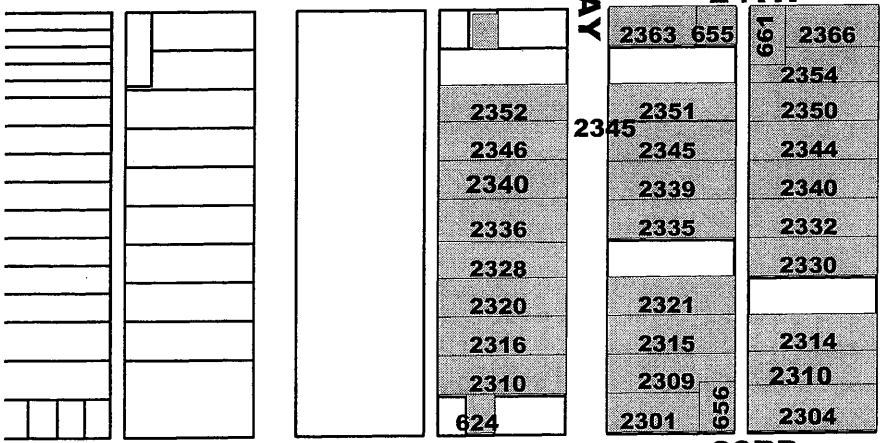
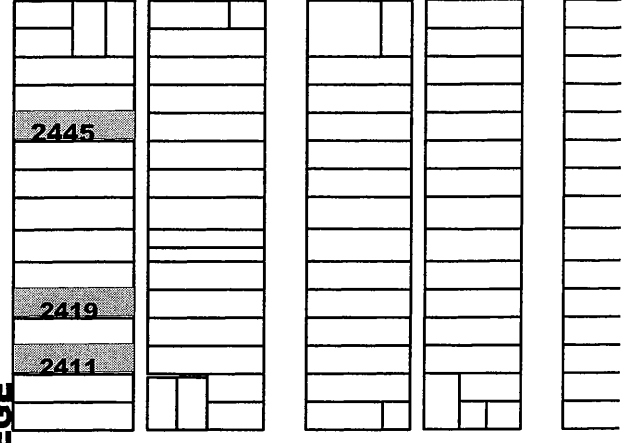
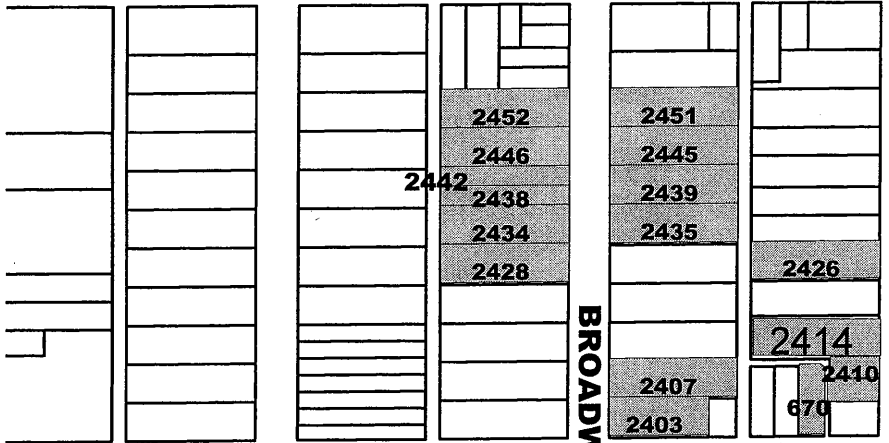
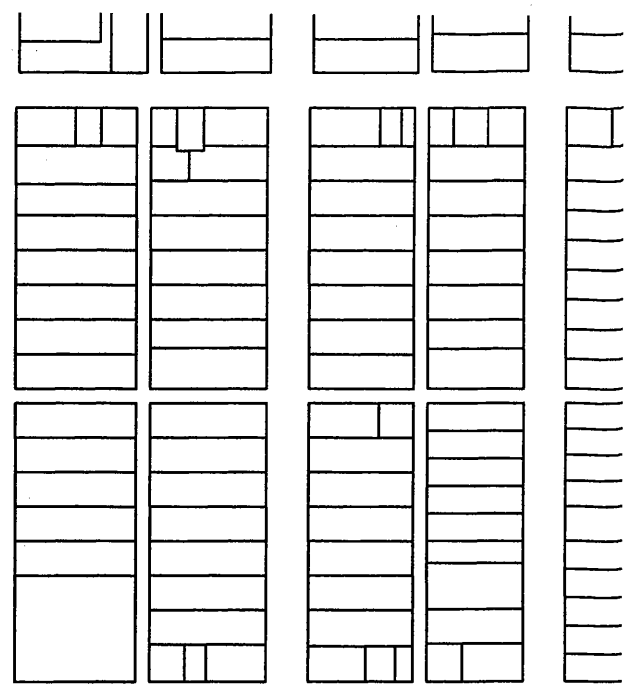
Legal Description

All of the following lots are located in Indianapolis, Marion County, Center Township, Indiana:

BRUCE PL 21.8FT S SIDE L59 218FT N SIDE L60
BRUCE PL ADD 30.78FT X 70FT NW COR L90
BRUCE PL ADD 35FT E END L90
BRUCE PL ADD 43.33FT N SIDE L86
BRUCE PL EX 11FT OFF N SIDE & EX 13FT S SIDE L93
BRUCE PL S1/2 L87
BRUCE PLACE 43FT 4IN N SIDE L61
BRUCE PLACE ADD 40 FT N SIDE L57
BRUCE PLACE ADD 40FT W END OF 60.4FT N SIDE L55
BRUCE PLACE ADD 43 4-12 FT S SIDE L60
BRUCES PLACE 43 4/12FT N SIDE L59
CLIFFORD SUB J A & M BRUCE ADD 6.66FT S SIDE L3 23.33FT N SIDE L2
CLIFFORD SUB J A & M BRUCES ADD L4
J A & M BRUCE ADD EX 40FT E END L34
J A & M BRUCES ADD 125FT W END L33
J A & M BRUCES ADD 132FT E END L12 5FT N SIDE OF 132 FT E END L13
J A & M BRUCES ADD 40FT E OF 40FT W END L66
J A & M BRUCES ADD 41FT W OF 100FT E END L56
J A & M BRUCES ADD 45 FT N SIDE L21 21/2FT S SIDE L20
J A & M BRUCES ADD 50FT E END L23 15FT S SIDE OF 50 FT E END L24
J A & M BRUCES ADD 50FT S SIDE EX 24.6 X 50FT NW COR L13
J A & M BRUCES ADD 50FT W END L12 29.6FT N SIDE OF 50FT W END L13
J A & M BRUCES ADD 57FT E END L33
J A & M BRUCES ADD 88FT X140FT W END L44
J A & M BRUCES ADD EX 1 1/2FT S SIDE L20
J A & M BRUCES ADD EX 12IN S SIDE L7
J A & M BRUCES ADD L14
J A & M BRUCES ADD L22 & 10FT S SIDE L21
J A & M BRUCES ADD L35
LOSEYS COLLEGE AVE ADD 116FT E END L6
LOSEYS COLLEGE AVE ADD 116FT E END L7
LOSEYS COLLEGE AVE ADD EX 15FT S SOF 40FT NL X 35FT WL NW COR L23
LOSEYS COLLEGE AVE ADD L24
LOSEYS COLLEGE AVE ADD L27
LOSEYS COLLEGE AVE ADD L28
LOSEYS COLLEGE AVE ADD L4
LOSEYS COLLEGE AVE ADD L5
LOSEYS COLLEGE AVE ADD 15FT S S 40FT N END L23
Lot 1 Fall Creek Place Phase Four Section I
Lot 10 Fall Creek Place Phase Four Section I

Lot 11 Fall Creek Place Phase Four Section I
Lot 12 Fall Creek Place Phase Four Section II
Lot 13 Fall Creek Place Phase Four Section II
Lot 14 Fall Creek Place Phase Four Section II
Lot 15 Fall Creek Place Phase Four Section II
Lot 16 Fall Creek Place Phase Four Section II
Lot 17 Fall Creek Place Phase Four Section III
Lot 18 Fall Creek Place Phase Four Section III
Lot 19 Fall Creek Place Phase Four Section III
Lot 2 Fall Creek Place Phase Four Section I
Lot 20 Fall Creek Place Phase Four Section III
Lot 21 Fall Creek Place Phase Four Section III
LOT 22 FALL CREEK PLACE PHASE FOUR SECTION IV
LOT 23 FALL CREEK PLACE PHASE FOUR SECTION IV
LOT 24 FALL CREEK PLACE PHASE FOUR SECTION IV
LOT 25 FALL CREEK PLACE PHASE FOUR SECTION IV
Lot 27 Fall Creek Place Phase Four Section V
Lot 28 Fall Creek Place Phase Four Section V
Lot 29 Fall Creek Place Phase Four Section V
Lot 3 Fall Creek Place Phase Four Section I
Lot 30 Fall Creek Place Phase Four Section V
Lot 31 Fall Creek Place Phase Four Section V
Lot 32 Fall Creek Place Phase Four Section V
Lot 33 Fall Creek Place Phase Four Section V
Lot 34 Fall Creek Place Phase Four Section VI
Lot 35 Fall Creek Place Phase Four Section VI
Lot 36 Fall Creek Place Phase Four Section VI
Lot 37 Fall Creek Place Phase Four Section VI
Lot 38 Fall Creek Place Phase Four Section VI
Lot 4 Fall Creek Place Phase Four Section I
Lot 5 Fall Creek Place Phase Four Section I
Lot 6 Fall Creek Place Phase Four Section I
Lot 7 Fall Creek Place Phase Four Section I
Lot 8 Fall Creek Place Phase Four Section I
Lot 9 Fall Creek Place Phase Four Section I
REAGAN PARK ADD 40FT E END L1
REAGAN PARK ADD 40FT W OF 40TH E END L1
REAGAN PARK ADD 60T W END L46
REAGAN PARK ADD 90FT W END L1
REAGAN PARK ADD L11
REAGAN PARK ADD L12
REAGAN PARK ADD L13
REAGAN PARK ADD L18
REAGAN PARK ADD L2
REAGAN PARK ADD L20
REAGAN PARK ADD L26
REAGAN PARK ADD L7

REAGAN PARK ADD L8 & 1/2 VAC ALLEY N & ADJ
REAGAN PARK ADD L9 & 1/2 VAC ALLEY S & ADJ
W L CLIFFORDS SUB BRUCES ADD 30 FT N SIDE L3
WILSONS SUB BRUCE PLACE ADD L4
WRIGHTS BROADWAY ADD L3





BUILDER'S GUIDE

for Rehabilitation

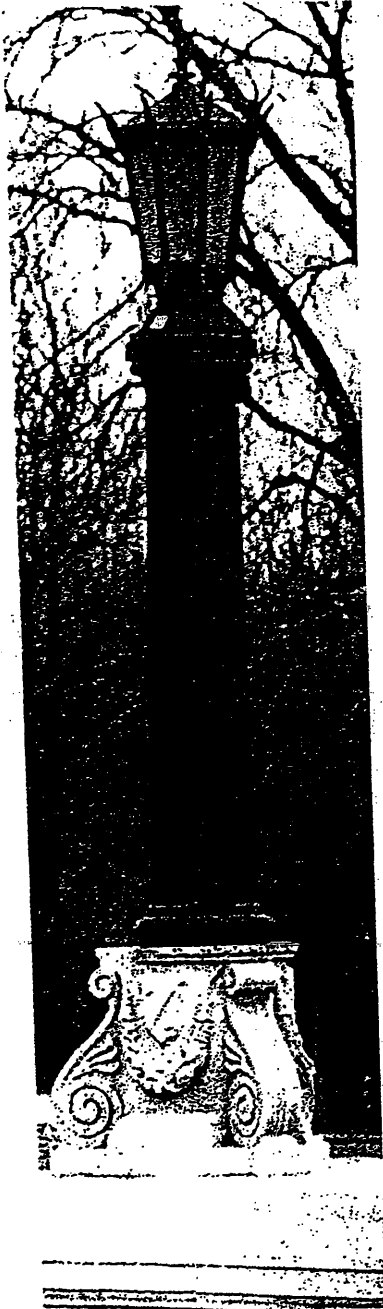
Exterior Rehabilitation Standards
for Projects with City Participation

FALL CREEK PLACE HOMEOWNERSHIP ZONE

Indianapolis, Indiana

FALL CREEK PLACE

KING PARK HOMEOWNERSHIP ZONE BUILDER'S GUIDE



FOREWORD

The purpose of these guidelines is to ensure that the rehabilitation of existing housing in the Fall Creek Place Homeownership Zone will be consistent in quality, appearance, and function to the new construction being initiated through the Home Ownership Zone Program. The objective is to mix new houses with old houses to create a renewed sense of community based on historic development patterns of the Fall Creek Place neighborhoods.

SPECIFICATIONS

ROOFING

REROOFING	<ul style="list-style-type: none"> • Asphalt or Fiberglas shingles • No standing seam metal, fully adhered or rolled roofing (unless slope is less than 4/12). • Avoid very white, very light colored and pure black shingles. • The following Owings Corning colors are used as examples of acceptable colors: <table style="margin-left: 40px; border: none;"> <tr> <td>Estate Gray</td> <td>Graystone</td> </tr> <tr> <td>Chapel Gray</td> <td>Weathered Wood</td> </tr> <tr> <td>Bark Brown</td> <td>Barnwood</td> </tr> <tr> <td colspan="2">Forest Green (esp. for Craftsman style houses)</td> </tr> </table> <p><i>[Any brand is acceptable provided the color is similar.]</i></p> 	Estate Gray	Graystone	Chapel Gray	Weathered Wood	Bark Brown	Barnwood	Forest Green (esp. for Craftsman style houses)	
Estate Gray	Graystone								
Chapel Gray	Weathered Wood								
Bark Brown	Barnwood								
Forest Green (esp. for Craftsman style houses)									

SOFFITS

REPAIR OF SOFFITS	<ul style="list-style-type: none"> • Repair or replace with like material (car-siding with car-siding, tongue-in-groove with tongue-in-groove, etc.) • If new material is used, it should be similar in appearance to the original.
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GUTTERS & DOWNSPOUTS

REPLACEMENT OF EXISTING GUTTERS & DOWNSPOUTS <i>Original gutter & downspout pattern should be maintained if possible. If modifications are required to achieve positive drainage, efforts should be made to not change the appearance of the eaves and soffits.</i>	<ul style="list-style-type: none"> • Do not cut or alter rafter ends to accommodate new gutters. • Ogee or standard box gutters are usually acceptable. • Built-in gutters should be repaired rather than replaced. • If not economical to repair built-in gutters, the soffit/eave configuration can be modified as long as the finished outline is similar to the original. • Gutters & downspouts should match the body and/or trim color when painted.
INFORMATION	Call Indianapolis Historic Preservation Commission 327-4406 for detailed information on rebuilding gutters.

CHIMNEYS

MASONRY REPAIR	See Bricks & Masonry
REMOVAL	<ul style="list-style-type: none"> • Chimneys that are decorative, add character, or are expressed on the front or side wall of the house should not be removed above the roof line. • Simple chimneys on the rear half of the house may be removed if not needed.
NEW CHIMNEY	<ul style="list-style-type: none"> • Must be real brick if on the front or side façade. • May be through-the-wall if on the side or back. • No through-the-wall bump outs except on the back façade. • No wood, hardboard, vinyl or aluminum sided chimneys. • Metal stovepipe chimneys allowed if not highly visible from the street.

WOOD SIDING

REPAIR & PARTIAL REPLACEMENT	<ul style="list-style-type: none"> • Partial replacement should be in wood clapboards to match the original in size, profile and exposure. • Replacement wood should be smooth finished and have minimal defects and knots. • Hardboard siding cannot be used for partial replacement.
REPLACEMENT	<ul style="list-style-type: none"> • Total replacement should be in wood to match original dimensions (within 1/4th inch). • Hardboard might be considered for total replacement if individual, smooth finished boards are used with an overlap similar to the original wood. • Panelized wood siding should not be used. • Vinyl and aluminum siding may not be used to replace or cover original siding.

PORCHES

MISSING PORCH	<ul style="list-style-type: none"> • Missing front porches should be rebuilt.
NEW PORCH	<ul style="list-style-type: none"> • Where little or no evidence of the original porch remains, a new porch should reflect the typical porch form of the house style. • New columns should be characteristic to the house style. • Porch railings should be detailed in a traditional manner. • Porch flooring should be solid wood or concrete, depending on the style of the house. • No deck-like floors, railings, columns on the front or sides.
REMOVAL OF PORCH	<ul style="list-style-type: none"> • Total removal should only occur if structurally unsound or if the porch is a later design incompatible with the house style.
REPAIR OF PORCH	<ul style="list-style-type: none"> • Repair and retain original porches. • Reuse as much of the original decorative details as possible. • Non-original and uncharacteristic porch columns should be replaced with columns characteristic of the house style. • If replaced, flooring should match the type originally on the house.

DECORATIVE DETAILS & TRIM

MISSING DETAILS & TRIM	<ul style="list-style-type: none"> • Replace as much missing detailing as possible • If replacing missing elements (like brackets), they should be characteristic of the style of the house.
ADDING DETAILS & TRIM	<ul style="list-style-type: none"> • Avoid over-decorating the house with extraneous details that would never have existed on the style of house.
REPAIRING DETAILS & TRIM	<ul style="list-style-type: none"> • Repairs to existing details should be done with the same materials and should match the same dimensions.
REMOVING DETAILS & TRIM	<ul style="list-style-type: none"> • Remove those decorative elements that are recent additions and detract from the style of the house. • Do not remove original detailing from the house.

DOORS

<p>EXISTING DOORS <i>Doors should be wood and should be in character with the style of the house.</i></p>	<ul style="list-style-type: none"> • <u>Original or in character:</u> Repair if at all possible. If not possible, replace with similar door style. • <u>Non-original and out of character:</u> Replace with a new door in character with the style of the house, whether in good condition or not.
<p>REPLACEMENT DOORS</p>	<ul style="list-style-type: none"> • <u>Options:</u> Wood or metal. • Metal doors should closely resemble wood doors in dimensions and profile. • Paintable metal doors are preferable. • New doors must fit the original door opening (a variance of 1 inch horizontally and vertically is allowed). • If the opening is previously altered, it should be returned to its original dimensions. • New doors should not be overly ornate; should complement the style of house.
<p>STORM/SCREEN DOORS</p>	<ul style="list-style-type: none"> • Metal storm/screen doors allowed. • Chose a color similar to primary door.

WINDOWS

<p>REPAIR</p>	<ul style="list-style-type: none"> • Windows needing minor repair should be retained and storm windows added.
<p>REPLACEMENT</p>	<ul style="list-style-type: none"> • Wood or vinyl clad wood (in a color) double hung windows are acceptable replacements, (unless the original window type was different, such as a fixed or casement window.) • Replacement windows should not be metal or extruded vinyl. • A replacement window should be no more than one inch different in dimension vertically or horizontally from the dimensions of the original window. • No snap-in muntins.
<p>STORM WINDOWS</p>	<ul style="list-style-type: none"> • Wood or aluminum storm windows allowed. • They should fit the opening properly • They should be painted a color to match the window trim and/or the window sash.
<p>ADD, REMOVE & ALTER WINDOWS</p>	<ul style="list-style-type: none"> • Previously closed up window openings on the front façade should be reopened to original size. • Original window openings on the front and side facades should not be removed. • Previously altered window openings on the front and side façades should be returned to original size. • New window openings and styles should not be added to front façade.

BRICK & MASONRY

<p>SPALLING, RISING DAMP, CRUMBLING, EFFLORESCENCE</p> <p><i>Damage to masonry is generally caused by movement or water infiltration.</i></p>	<ul style="list-style-type: none"> • Find the causes and sources of the damage prior to the commencement of repairs. • Repair the causes of damage before undertaking masonry repairs.
<p>REPLACEMENT</p>	<ul style="list-style-type: none"> • If possible, turn bricks with damaged surfaces around so the good surface is exposed. • Use salvaged or new material which closely matches the original in size, color, and texture.
<p>REPOINTING</p>	<ul style="list-style-type: none"> • Clean loose mortar from the joints. Use care to not damage the brick edges. • Repoint mortar joints using a mortar mix closely matching the composition of the original. • Use a soft, high-lime mortar mix on soft historic bricks. Recipe: <u>Cement/Lime Mixture</u> 1 part Portland Cement; 3 parts hydrated lime <u>Soft Mortar</u> 3 to 5 parts sand; 1 part Cement/Lime Mixture • Repoint using same joint thickness, profile, tooling method and color as the original
<p>CLEANING</p> <p><i>Use the gentlest method possible. Stop at the first evidence of damage to masonry. Test patches should be used to assess the effect of any method.</i></p>	<ul style="list-style-type: none"> • Sandblasting: NEVER SANDBLAST • Pressure Wash: Use pressure <u>less than 600 psi</u>. Do test patch first to make sure the surface is not being damaged. • Chemicals: Use the mildest chemical possible. Do a test patch first to make sure the surface is not being damaged or discolored. • Grinding: Do not use <u>mechanical</u> abrasive techniques.
<p>WATERPROOFING</p> <p><i>Waterproofing coatings can cause greater long-term deterioration of masonry than weather and pollution.</i></p>	<ul style="list-style-type: none"> • Do not apply waterproof and water repellent coatings.
<p>PARGING</p>	<ul style="list-style-type: none"> • Apply a parge coat over brick ONLY if it is done to repair previously parged brick. • Do not apply tar, cement, plaster, stucco or any coating over brick that has never been coated.
<p>PAINTING</p> <p><i>It is not recommended to paint unpainted masonry since it prevents moisture from escaping</i></p>	<ul style="list-style-type: none"> • Do not paint unpainted masonry • Remove all loose and flaking paint before repainting. Use brushes and low pressure (less than 600 psi) water washing.
<p>FOUNDATIONS</p>	<p>When partial or total foundation replacement is required, the new foundation walls should be faced in the original material or new materials to match the original in appearance</p>
<p>INFORMATION</p>	<p>Call Indianapolis Historic Preservation Commission 327-4406 for detailed information on masonry restoration</p>

PAINING AND PAINTING COLORS

PAINT SCHEME	<ul style="list-style-type: none">• Generally avoid white for the body.• Use a color scheme compatible with the house style.• For trim, consider white, off white or a different shade of the body color.• Too many colors or conflicting colors can make the color scheme become too busy looking.
WOOD	<ul style="list-style-type: none">• Thoroughly scrape and prime wood before repainting.• Allow adequate time for drying out if powerwashing is used.
BRICK	<ul style="list-style-type: none">• Only paint brick if it was previously painted or it is absolutely necessary to cover up serious flaws.
INFORMATION	<ol style="list-style-type: none">1. The Indianapolis Historic Preservation Commission 327-4406 can be consulted for free advice on appropriate paint colors for specific house styles.2. Major paint companies such as Porter Paints, Sherwin Williams, etc. offer helpful brochures with historic paint schemes



DESIGN GUIDELINES

Final Draft: August 27, 2001

Revised: February 21, 2005

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Exhibit A – Builders Guide for New Construction

Exhibit B – Master Development Plan

1. GENERAL OVERVIEW

1.1 INTRODUCTION

The redevelopment of Fall Creek Place involves the building of approximately three hundred forty (340) new homes that will comprise of single family detached homes and attached town homes. In addition, approximately forty-six (46) existing homes are slated for rehabilitation. The overall map and master plan for Fall Creek Place is provided in Exhibit B for reference. Coupled with the revitalization of commercial nodes, the existing features and design remnants of a turn of the century urban neighborhood has been planned with "new urbanism" design principles to provide a guiding blueprint for the revitalization of Fall Creek Place.

These Design Guidelines (Guidelines) do not seek to impose an overriding style or an artificial theme, however, they will assist the City of Indianapolis in successfully re-establishing positive design character inherent in this neighborhood during the early 1900's.

1.2 INTENT OF GUIDELINES

The intent of these Guidelines is to establish minimum standards of design consistent with the level of development, character, and quality desired for Fall Creek Place. The requirements are intended to assist developers, contractors and homeowners in the planning, design and construction of site improvements, homes and to establish and maintain a neighborhood community image that is consistent with the Master Plan in place for Fall Creek Place.

The Guidelines are not a "building code," but rather recommendations for quality design. They are the criteria by which house plans will be reviewed and approved or disapproved and, therefore, will be carefully followed. It should be noted, however, that there are certain requirements, which may not be deviated from.

These Guidelines apply to all properties within Fall Creek Place including, and are in addition to the requirements of government jurisdictions. They will serve as the basis for review of residential construction by the Design Review Committee (DRC) as defined by the Fall Creek Place Homeowners Association documents. All standards set forth herein are subject to the criteria established in current Federal, State, or local regulations, whichever is most restrictive. These guidelines shall not impose any requirements in violation of applicable Federal, State, or local regulations.

In addition, the DRC shall review plans of all proposed modifications, additions or alterations made to existing units, structures, or open space areas.

These Guidelines are intended to serve for the life of the project and accordingly may be amended by the Fall Creek Place Homeowners Association. Such amendments will be adopted as addenda to this document. The DRC reserves the right to waive or vary any of the procedures or standards set forth herein at its sole discretion for good cause shown. As an example, but not limited to, the DRC may consider the individual merits of a project based on special site conditions. Any project reviewed for special consideration must be shown to benefit the specific site, adjacent areas, or the neighborhood community as a whole and any such waiver must be in writing prior to commencement of improvements.

By encouraging quality and attention to detail throughout the neighborhood community, the aesthetic harmony, natural tranquility and overall historical significance of the neighborhood community standards at Fall Creek Place will be enhanced and preserved through the DRC and Guidelines.

It should be noted that a separate Builder's Guide for New Construction was prepared offering a more illustrative detailed guide for new residential construction. This guide is presented within the Guidelines as Exhibit A and will be referenced throughout the document.

1.3 OVERALL DESIGN CONCEPT

Fall Creek Place will have a neighborhood community image and identity in harmony with the physical characteristics of the area, and a visual frame of reference. This visual framework consists of the streetscape; design treatment of public and private spaces (residences, open spaces, parks, etc.); and the expression of architecture and the built environment.

All of these elements are viewed from one common denominator: generally, to create harmony between an existing urban fabric and new elements to ensure that all new structures and uses are compatible with the prevailing historic character in the surrounding area.

In responding to the Fall Creek Place development, compatible designs shall not seek to imitate the historic architecture found in Fall Creek Place, but shall instead reflect their surroundings in terms of mass, scale, color, materials, and building arrangement. It is imperative to recognize the character of the site and the surrounding area. The diversity of land uses identified in the site analysis indicated that Fall Creek Place was once a thriving urban neighborhood, complete with civic and commercial uses providing support to its residents.

The Guidelines play a vital role in revitalizing Fall Creek Place development by identifying conditions where design opportunities and potentials exist. The elements of space, hierarchy, and their application through design treatment are influencing factors

that contribute to the clarity of destination, arrival, and decision making for the traveler of the streets.

Significant public input was obtained during the master planning process. A total of ten overall guiding principles shall drive future physical improvements to the Fall Creek Place neighborhood. These are listed below:

1. Residential Land Use. Renovate selected existing homes and provide new housing options in varied price ranges while maintaining an architectural identity.
2. Commercial Land Use. Establish active commercial districts of appropriate scale and architecture in logical locations to bring neighborhood services and businesses to residents of Fall Creek Place.
3. Civic Land Use. Encourage existing civic uses including churches, schools, and community organizations to remain while new civic uses are established within the neighborhood engaging residents in local events.
4. Surface Parking Lots. Reevaluate existing surface parking lot areas for needed improvement, and identify new surface parking areas to serve commercial businesses and civic uses.
5. Open Space and Parks. Enhance existing open spaces and develop new parks centrally located recognizing the need for passive, active, and social recreation areas further enhancing the quality of neighborhood life.
6. Gateways. Identify existing and potential gateway opportunities at significant entrance locations throughout the study area to establish a sense of community and arrival within Fall Creek Place.
7. Vehicular Traffic. Maintain existing vehicular traffic flow directions and lanes and suggest improvements for driver clarification. Improve pedestrian safety and enhance the streetscape along corridors.
8. Street Design Hierarchy. Maintain existing street hierarchy while considering right-of-way and pavement width, number of traffic and parking lanes, traffic speed, signalized intersections, and alignment.
9. Pedestrian Traffic. Maintain existing pedestrian sidewalk widths, locations, and relationships to streets. The existing sidewalk network functions well within the context of the historic grid layout.
10. On-Street Parking. Existing on-street parking functions well along the urban streetscape and shall remain in place along streets for the convenience of residents and visitors.

2. APPLICATION PROCEDURES

2.1 INTRODUCTION

The application procedure of the DRC is intended to provide qualitative reviews in a timely manner. Submittal requirements for specific development phases will be prescribed by the DRC and promulgated as addenda to these guidelines.

The application process consists generally of

1. An architectural review phase,
2. A landscape review phase,
3. A construction period site review phase.

In the interest of expediting construction activity, the DRC may combine or alter the above phases of the review process at its discretion. The DRC possesses the authority to pre-approve sets of home or building plans for new construction where appropriate for a project involving a limited number of building styles, elevations, materials, etc. An appeals process has also been established by the DRC. (See 2.7)

2.2 REVIEW PROCEDURES

In general, any physical improvement within Fall Creek Place that is visible from the street front of the residence will require approval of the DRC. Approval of plans by the DRC does not release the Applicant from compliance with local, state and federal permit processes. The DRC may approve the submittal outright, may provide conditional approval with a list of items to be addressed during later stages of design or construction and may request resubmittal with a list of specific items to be addressed.

2.3 SCHEDULE

Prior to preparation of a design submittal package, it is suggested that the Applicant, and/or his consultants, meet with a representative of the DRC to review and clarify the Guidelines, the characteristics of the particular building site, and technical issues related to review procedures. For new construction, five (5) complete sets of plans shall be submitted for review. One set shall be retained for the DRC's files and the remaining four sets shall be returned to the applicant. These four sets will be required by the applicable building permit agency. The Applicant shall submit required design review information to the DRC at least three (3) business days prior to the next scheduled DRC meeting. A schedule of these meeting dates will be made available.

To modify an existing home, three (3) complete sets of plans shall be submitted for review. One set shall be retained for the DRC's files and the remaining two (2) sets shall

be returned to the Applicant to acquire applicable building permits. The Applicant shall submit required information to the DRC at least three (3) business days prior to the next scheduled DRC meeting. A schedule of these meeting dates will be made available.

The DRC will strive to take action on design review submittals within fourteen (14) business days upon submittal by each respective builder or homeowner, but may take up to thirty (30) calendar days in accordance with the recorded documents of Fall Creek Place. If, in the opinion of the DRC, the submittal complies with the Guidelines, written approval shall be granted. If the submittal is found not to be in compliance with the Guidelines, the DRC shall provide the Applicant with a written description of the aspects in which the submittal does not comply. The Applicant must then present required revisions to the DRC and follow the same review procedures. However, the DRC may issue a conditional approval in writing noting that certain aspects of the plans submitted will still require DRC review and approval.

2.4 DESIGN REVIEW FEES

The DRC reserves the right to establish and collect fees for the review of plans for new construction. Such fees, if any, will be posted through an addendum to these Guidelines.

2.5 SUBMITTAL REQUIREMENTS

Submission shall include the following information; however, the DRC will determine on a lot by lot basis if the actual submittal requirements shall vary. Submissions shall be made on 11" x 17" white paper. All drawings shall be scalable, with scale clearly identified. **It should be noted that applicants would not be able to pull a building permit from the City of Indianapolis without a set of stamped plans from the Design Review Committee for any new residential construction in Fall Creek Place.**

For new construction, the following plans shall be submitted to the DRC for review and approval:

1. Site Development Plan indicating:
 - Name of owner and owner's consultant(s), date of submittal, and lot designation
 - Scale and north arrow
 - Property boundaries and easements
 - Location of existing structures or other improvements, if applicable
 - Location, size, and type of all existing plant material, if applicable, including any existing vegetation that would be removed or altered.
 - Location of trunks and outer edge of canopy on all trees in excess of four inch (4") caliper, if applicable
 - Proposed building location(s) with related setbacks

- Driveway, walks, and parking layout with related setbacks
 - Fence locations, heights, description and materials
 - Exterior lighting types descriptions and locations, including yard lights
 - Proposed utilities locations, if applicable.
2. Architectural Plans including:
- Elevation Drawings, including all four (4) sides of building plus a front and side elevation of the garage. Elevations must specify all exterior materials used, including siding, roofing, foundation wall, decorative siding type, porch details, and trim type with dimensions where appropriate. Elevation plans shall also call out window type, door type, roof pitch, depths of eaves, and floor to floor heights.
 - Floor Plans, which shall include the square footage of finished living space for each floor, basements, and porches of the home on respective sheet.
3. Landscape Plan. Applicant shall submit the landscaping plan within two months of acquiring lot. Landscaping package shall be completed within six months of acquiring lot. In the event of inclement season, landscaping shall be completed no later than May 10 of the following year. The landscape plan shall include:
- Location, size, and botanical name of all trees, shrubs, and ground covers to be added.
 - Location of all annual and perennial flowerbed areas.
 - Delineation of seed/sod areas.
 - Street trees and yard light required by developer.
4. Color/Sample Board. A sample board shall be provided with indication of all exterior finish materials and colors. Color boards shall include samples for all siding, decorative siding, brick type, foundation wall, trim details, porch details, and roof shingles.

To modify an existing property, the following information shall be submitted to the DRC for review and approval:

1. Improvement Plan indicating:
- Name of owner, property address and date of submittal.
 - Scale
 - Property boundaries and easements
 - Location of existing structures.
 - Proposed improvements.
 - Location of driveway and walks.
 - For fences, locations, height, description and materials.
 - For decks and patios, locations, height, description and materials.

Exterior lighting types descriptions and locations, including yard lights

2.6 CONSTRUCTION PERIOD AND PROJECT REVIEW

Any changes made during construction which deviate from the approved plans stamped by DRC shall receive consent by DRC prior to completing. An ongoing periodic review of the construction of the new construction or modifications Project will be undertaken by DRC staff representative(s) for the purpose of monitoring progress of the Project, and to ensure conformity with approved design plans. Deviations, which are significant, in the sole opinion of the DRC, will be brought to the Applicant's attention by written notification along with the measures that the DRC requires to mitigate or resolve the deviation.

2.7 APPEAL PROCEDURES

If the Applicant wishes to appeal any decision of the DRC, applicant may do so by first submitting a written appeal to the DRC. The DRC will provide the Applicant with reasonable notice and time of the meeting at which the Applicant's appeal will be reviewed. The Applicant will have the opportunity to attend this meeting and be heard prior to the DRC rendering a decision. Within seven (7) days after such meeting on the applicant's appeal, the DRC shall give notice in writing of its final decision to both the Applicant and the Fall Creek Place Homeowner's Association.

The Applicant may further appeal the decision of the DRC within seven (7) days following the date of notice of the DRC appeal decision as follows: The Applicant's appeal is made to the Fall Creek Place Homeowners Association Board of Directors. Reasonable notice will be given to the Applicant of the meeting at which the appeal will be reviewed. The Applicant will have an opportunity to be heard prior to the Board rendering a decision, provided applicant attends the scheduled meeting. The Board will review the Applicant's appeal at their next regularly scheduled meeting following the filing of the appeal. Failure of the Board to act within forty-five (45) calendar days from the date of filing will constitute approval. The Board will document in writing reasons for not granting an approval if that is the outcome of their review.

2.8 AMENDMENT PROCESS

These Guidelines may be updated and amended from time to time, through a unanimous agreement by the DRC. Upon such agreement, the DRC shall be responsible for creating a written addendum to the Design Guidelines, identifying changes made. All written addenda shall be numbered (i.e. Addendum 1, Addendum 2, etc.) and have a date identifying when such addenda was added. The DRC must present all addenda to the Fall Creek Place Homeowner's Association, and receive approval by the Fall Creek Place Homeowner's Association Board of Directors.

All addenda shall be added to the Design Guidelines and become incorporated into the Design Guidelines. The DRC will have the responsibility to record all addenda through the Marion County Recorder's Office, and all addenda shall not become enforceable until such recording is completed.

3. SITE LAYOUT AND LANDSCAPE GUIDELINES

3.1 SITE DESIGN AND SPACING

The DRC seek to ensure that each residence works within the existing home sites in the best possible manner. Architecture, setbacks, and building orientation shall complement the existing streetscape rhythm. The site plan concept developed for each home site shall reflect functional needs but also be sensitive to the neighborhood's characteristics. The orientation and massing of houses will be viewed from many different angles along the streets within Fall Creek Place. The DRC shall consider each site independently but shall give extensive consideration to each individual plan's impact upon adjacent home sites and streetscape, massing, setbacks and the building heights.

Generally, front yard setbacks shall be between ten feet (10') and twenty-five feet (25') from the existing right-of-way. Side yard setbacks shall have an aggregate minimum of ten feet (10'), with no side yard setback less than four feet (4'). Rear yard setbacks for garages shall be fifteen feet (15'), however, builders may seek a variance to allow for a smaller setback to provide greater rear yard space, providing rear setback is at least five feet (5') from alley.

Refer to the Builder's Guide for New Construction (Exhibit A) pages 5-7 for details and illustrations regarding appropriate setbacks, spacing, and building orientation.

3.2 BUILDING HEIGHTS AND PROPORTIONS

The basic outline and proportions of all new construction must be sensitive to the outlines of homes in the community. Roof shapes shall create shapes or patterns consistent with the neighborhood context. Similarly, the basic proportions of window and door orientation shall be compatible with the general architectural style of the building. Foundation heights must also be consistent with the overall context of the neighborhood, which generally means entrances shall be raised in a consistent manner.

Refer to the Builder's Guide for New Construction (Exhibit A) pages 8-11 for details and illustrations regarding appropriate building height, outline, fenestration, and foundation heights.

3.3 PARKING

On-street parking is allowed on the local neighborhood streets where designated and approved by governing review agencies having jurisdiction.

No curb cuts are permitted along the street front. All garages must be accessed from the rear alley. On corner lots, a garage may be accessible from the side street, providing such configuration meets local codes.

A garage is strongly recommended for all single family detached homes in Fall Creek Place. With the exception of corner lots, all garages shall be detached garages accessible from the alley. With new construction, the DRC shall consider exceptions on a case by case basis where a parking pad may be substituted in lieu of a garage to meet the criteria for affordable housing. Parking pads are also acceptable for all attached townhome units built in Fall Creek Place. The DRC has the right to limit and restrict the location of all homes that will not have garages.

When a parking pad is substituted for a garage, the parking pad must be constructed with a turned down slab that would be able to accommodate a garage should the owner opt to construct one in the future. Parking pads must also include parking bumpers and a minimum 36" high landscaped buffer surrounding three sides of the parking pad.

Garages must be constructed using a consistent design acceptable to the DRC. Garage construction will have more flexible standards than the primary dwelling unit, however, the design and appearance shall be consistent with the home. Refer to Section 4.9 for specific detail about the physical design considerations for garages.

Garage and parking pad setbacks shall also be consistent with the overall setback lines in the neighborhood. A minimum setback of fifteen feet (15') from the edge of the paved alley shall be required.

Temporary or permanent parking of any kind of motorized vehicle in the front, side and rear yards or on front porches is prohibited. Parking is restricted to pre-approved garages, parking pads; garage aprons, and on street designated parking spaces.

3.4 DRIVEWAYS

Driveways for residential units shall be concrete, although asphalt, exposed aggregate or other hard surface materials may be utilized with DRC approval prior to installation. In no event will gravel driveways be allowed. With the exception of corner lots and the potential attached garages accessible from the side street, all driveways shall extend from the alley only. The driveway shall be no wider than the width of the garage.

3.5 WALKS

All houses shall install front walks from the front porch to the public walk at street. Walks shall be concrete, brick, or other hard surface approved by the DRC, and shall run parallel to the north/south property line of the home unless DRC approves otherwise. All

walks shall be a minimum width of three feet (3'). Walks in the rear yard are acceptable, but not required.

3.6 FENCING AND WALLS

All fencing and walls are subject to DRC approval prior to installation.

Special consideration shall be given to the design, placement, impact and views of a wall or fence from neighboring home sites. Fencing shall be considered as a design element to enclose and define courtyards and other private spaces, provide security, and relate building forms to the landscape.

General Fencing. Any fencing used in the front yard must be between thirty-six inches (36") to forty-two inches (42") in height. Front yard fencing must be open spaced pickets and may not be a privacy fence. For homes on a corner lot, the side yard facing the street shall be considered a primary façade, and as such, any fencing must adhere to the standards set for front yard fencing.

Where applicable, such as with a solid board privacy fence, the fence shall be installed with the finished side facing out and the rails, or stringers, facing inside to the homeowner's property.

It is recommended that any solid walls be constructed of the same materials found in the architecture of the residence.

No chain link or welded wire fencing will be permitted within the neighborhood community. No fence may be erected within landscape easements, utility, or other easements, abutting or adjacent to parks.

If an open spaced picket fence is to be installed along a landscape easement, it must be erected on the inside of the landscape easement as defined by the edge of the landscape or right-of-way easement that is farthest from the adjoining street and nearest the residence.

Refer to the Builder's Guide for New Construction (Exhibit A), page 12 for supplemental graphic details on fencing.

3.7 LANDSCAPING

A landscaping plan for each newly built home must be approved by the DRC. The predominant design theme for Fall Creek Place is that of traditional streetscape with strategically located trees along streets, alleys, and yards throughout the neighborhood community. A palette of hardy indigenous, hardwoods and naturalized plant material is

preferred. Deciduous trees, rather than conifers, are the more dominant tree type. All unpaved areas shall be landscaped with trees, shrubs, and ground cover plantings. Large areas of gravel, bark mulch, or bare soil are prohibited.

1. **Sodding and Seeding.** All front yards and side yards shall be established through sodding. Future repairs and improvements can be made by seeding, providing no bare soil remains for a prolonged period of time. Rear yards are also preferred to be sodded, however, seeding is also acceptable as the minimum requirement. All front, rear, and side yards shall be properly graded with a minimum of one inch (1") of topsoil and use of starter fertilizer when sodding and/or seeding.
2. **Front Yard Landscaping.** All front yards shall have the following minimum landscaping requirements:
 - One (1) deciduous shade tree, minimum two and one half inch (2-1/2") caliper measured one foot (1) above grade ("Street Tree"). Street Tree shall be planted between three and five feet (3' to 5') from the front property line as defined by the edge of the public sidewalk, in an acceptable location to the DRC that aligns with street trees planted within the public right-of-way.
 - One (1) flowering tree, minimum one inch (1") caliper measured one foot (1) above grade ("Front Yard Tree").
 - Eight (8) foundation shrubs, minimum eighteen inch (18") (spread foundation plantings).

Ornamental, fruit, evergreen, and other deciduous trees may be planted elsewhere on the property, but shall not be planted between the sidewalk and the curb and do not constitute satisfaction of the minimum requirements of this section.

3. **Side Yard Landscaping.** Homes on a corner lot are required to also have a minimum of eight (8) foundation shrubs along the side yard, which also serves as a primary façade. However, no deciduous shade trees or flowering trees are required along the side yard.
4. **Irrigation.** Where irrigation is installed, the use of innovative, water efficient irrigation systems is strongly encouraged and recommended. All irrigation systems are to be below ground, fully automated systems in compliance with all applicable building code requirements. All backflow control devices are to be located or screened so that they are not visible from the streets.

3.8 LIGHTING

All homes shall be required to have at least one (1) porch light mounted near the front door, and one (1) pole-mounted yard light. Yard lights shall be located no further than

three feet (3') from the front yard property line and shall be positioned adjacent to the walk connecting the front porch to the public sidewalk. Yard lights shall also be equipped with a standard dusk to dawn light. Porch lights and yard lights shall be black. All light bulbs shall be white or clear. No colored bulbs or lenses are permitted. .

A light is also required to be mounted to the garage facing the rear alley. The alley light shall also be equipped with a standard dusk to dawn light or timer to keep light on throughout the night.

3.9 MAILBOX AND ADDRESS MARKERS

All homes must have a standard black, wall-mounted mailbox. Mailbox shall be mounted next to the entry door. Free standing and pole mounted mailboxes are not permitted. Mailboxes shall not be mounted on porch railings.

Homes will be required to identify their street address on the front of their homes and on the garage facing the alley. Address identification on the front of the home can be provided with etching on a glass transom above the front door OR with a standard address marker plaque. However, the address identification must be visible from the street. Therefore, if the front door of the home is not facing the street, the address plaque must be added on the front façade so it is visible. Individual nail-on numbers are not an acceptable address plaque for the front of the home. However, individual numbers nailed to the garage are acceptable for identification on the garage.

3.10 SIGNAGE

All signage is subject to applicable local and state regulations and any permanent signs must be approved by the DRC prior to submission to such agencies. Notwithstanding any other requirements of this section, the Master Developer may install signs of a certain type and in certain locations as may be approved by the appropriate governmental agencies for identification, directional, or informational purposes.

Builders, Owners, and Applicants are permitted only one (1) temporary building sign to be erected per home site. Special signage may be allowed on a temporary basis for special events, per the approval of the DRC.

All signage to be used for new housing construction must be consistent with approved builder sign shown in Builders Guide for New Construction. Lot Signs shall allow Applicant to include information relating to contractors, realtors, or other parties as deemed appropriate. A portion of the Lot Sign shall be flexible to accommodate interchangeable decals. In addition, a flag extension on the bottom of the sign indicating "Sold," "For Sale," "Model" or other suitable wording is also permissible.

Contractors are responsible for maintenance of all signage within their site(s). Repairs shall be made in a timely manner.

Owners shall be responsible for maintenance and ultimate removal of any temporary signs, including political signs and realtor signs.

No sign shall be located in such a way as to create traffic or other hazardous conditions, obstruct any other sign, or restrict visibility for vehicular or pedestrian circulation or views of the surrounding buildings and environment.

Identification signage is not allowed within the right-of-way of a dedicated public street, nor any other areas not approved by the DRC.

Signs advertising goods or services, home occupation signs, special event signs, and portable signs will not be permitted unless approval is granted from the DRC.

3.11 MOUNTED EQUIPMENT

Items such as skylights, solar panels, vents, access ladders, condensers, electric and gas meters, etc., shall be strategically located so they are not visible from the street if possible. All skylights shall be flat, no bubble or curved glass will be allowed. Where mechanical or service equipment, satellite dishes, or other equipment is located on the roof, it shall be grouped into concentrated areas with attempts made to minimize view from the street. Efforts shall be made to screen mechanical equipment when possible.

Metal flashing, flues and any other exposed roof top mechanical equipment shall be non-reflective. All metal flues and other exposed rooftop equipment shall be painted black and shall be kept to the rear of the home to the fullest extent possible.

Electrical conduits which service the yard light shall not be located in such a manner where they are visible on the front elevation. Furthermore, the conduit itself shall be painted to match what it is up against, most likely the bandboard. All electrical outlets, dryer vents, and water spigots shall be hidden so they are not visible from the street and shall not be encased in plastic or other materials, which differ from the siding.

4. RESIDENTIAL ARCHITECTURAL GUIDELINES

The architectural character of existing buildings, streetscape, and landscape establishes a frame of reference for Fall Creek Place. To create harmony between the existing urban fabric and new elements, new residential construction shall be compatible with the existing architectural character. Compatible designs shall not seek to imitate the historic architecture of existing homes, but reflect their surrounding in terms of scale, orientation, and materials.

It is desirable for the homes of the neighborhood community to exhibit the individuality of their owners, as well as, adhere to the guidelines for their selected architectural style. However, it is equally important that they observe basic design principles inherent in good architecture.

The Builder's Guide for New Construction (Exhibit A) presents a very comprehensive architectural guide for five different styles of new homes suitable for Fall Creek Place (see pages 16-40). These Guidelines shall be referenced to understand the primary visual elements for each architectural type.

This section of the Guidelines presents some general design considerations that shall be adhered to for new residential construction.

4.1 GENERAL DESIGN FEATURES

The main entrance shall have a sense of prominence that is reflected in the design. The entry shall be sheltered on the exterior under a porch structure and include a front door with no sidelights. A transom window above shall be considered. Deep front porches that create outdoor living spaces are encouraged on the front elevation.

Consistency of detailing on all elevations shall be maintained. Windows and doors shall be consistent in the number of types, locations, styles, and sizes. All openings shall be articulated with the use of wide window trim and flat projecting sill or surrounds.

Within a specific block, the DRC may determine that no two homes with similar elevations or mirrored elevations and colors are located within five (5) houses of each other from the street frontage. Adjacent homes shall possess significant differences in their design and colors.

4.2 ROOF

Roof forms shall be well organized and demonstrate the same character on all sides of the residence. Roof pitch shall reflect the architectural character of the home, and may be either gable, hipped, or a combination. Eave lines shall align wherever possible. Eaves

and rakes shall be articulated by multiple fascia boards, cove and crown molds, or gutters. Eave overhang shall be minimum sixteen inches (16") from exterior face of structural framing. Gutters and downspouts shall be used at all eave lines unless deemed inappropriate. Overhang of gable shall be a minimum of twelve inches (12").

4.3 FOUNDATIONS

Foundation wall shall have minimum sixteen inch (16") exposure. Exposed foundation wall above grade shall be brick veneer, split-face block (rough side exposed), or stone. No house slabs on grade will be permitted. Homes constructed on slab must maintain minimum sixteen inch (16") exposure. Skirt boards shall be installed to maintain these foundation exposures. Floor elevations shall be adjusted to meet these minimum exposures.

4.4 FRONT AND SIDE PORCHES

Well-executed, prominent porches are preferred features. Porches are preferred to have a minimum depth of seven feet (7') to create outdoor living area. Front porches shall have decorative railings and/or walls consistent with architecture of home. Attention to the porch details will be extremely important and a focus of the DRC. Porch floor decking material selection is contractor's choice. Pressure treated or unpainted pressure treated lumber will not be permitted. Stained porch materials are to be finished in a heavy body pigmented stain. Lattice porch foundations shall be built with solid curtain wall blocking and lattice securely fastened to curtain wall. Generally, lattice foundations and the use of untreated pressure treated lumber shall be discouraged.

Downspouts shall not be mounted along the front of any porch columns.

Front porch flooring shall be brick, concrete, or tongue and groove smooth wood only.

Front porch railings shall have pickets that butt into and terminate at the top and bottom rails. Pickets shall not extend past or be face-mounted to the top and bottom rails.

4.5 WINDOWS

All windows must be double-hung in appearance (except transoms). Single hung windows with a lower operable sash and fixed, non-operable windows are acceptable provided they have a double hung appearance. No casement windows are allowed. Preferred window types include all wood, vinyl-clad wood, or aluminum-clad wood. All-vinyl windows may be utilized, provided they have an acceptable profile. Window types shall be called out on plans, and DRC may request examples of all-vinyl window type for approval. Under no circumstances will snap in grids or grids sandwiched between two panes of glass be allowed.

If all-vinyl windows are used, windows must have painted wood trim, consistent with the architectural style of the home.

Generally, window trim shall have a header at a minimum width of five and one-half inches (5 1/2"), side trim with a minimum width of three and one-half inches (3 1/2"), and bottom trim with a minimum of one and one-half inches (1 1/2"). Using a 1" x 4" trim along the bottom in lieu of a sloped sill is an acceptable substitute. Trim detailing will be reviewed on a case by case basis, as the trim style and dimensions shall reflect the style of the home.

Bay windows must be carried down to grade or express visual support of a cantilevered condition. When bay windows are stacked in a two-story condition, the blank panel between all facets shall be articulated.

Window sizes must be of correct proportion, which typically means a 3'-0" x 5'-6" (or taller) first floor window and a 3'-0" x 5'-0" (or taller) upper floor window. Shorter windows are allowable on the first floor, but shall be narrower to keep the correct proportion (such as a 2'-6" x 5'-0" window). Special exceptions to window sizes include kitchens, bathrooms, utility rooms, and closets. In addition, smaller fixed windows are allowed on non-primary facades if they are consistent with the architectural style of the home. All plans must call out window dimensions.

Glass block windows are acceptable on side elevations in limited quantities, provided they are closer to the rear of the home. Additional glass block windows are acceptable on the rear elevation of the home.

No semi-circle or similar arched top windows shall be allowed to "float" or stand alone on any façade. Such windows would only be acceptable when combined with other windows and doors in a historically appropriate arrangement. Photographs showing historical precedence are encouraged with such a submittal.

Transoms windows over the front door are required, unless DRC provides a special exception. The top of the transom over the front door shall align with the top of all first floor windows, or their respective transoms, on the front elevation of the home. Hardships or design exceptions can be made by DRC on a case-by-case basis.

4.6 EXTERIOR DOORS AND TRIM

Exterior doors shall have deadbolts. Doors shall be called out on all plans submitted to DRC. Front doors shall maintain an architectural character consistent with the home design. Flush doors without lights will not be permitted. Decorative sidelights will not be permitted. Transoms with the address etched in glass above the front door are

encouraged. Door trim shall match exterior window trim treatment. Wood trim around doors is required when wood trim is used on windows.

All exterior doors shall be appropriate to the style of home. All front doors other than a standard six-panel steel door must be reviewed and approved by DRC. Photographs and/or product specification sheets are encouraged for submittal. Storm doors are acceptable provided that they are full-light doors with clear glass so the primary door is visible and all trim on the storm door is painted to match the home colors.

Sliding glass doors are not acceptable along a primary façade of the home.

4.7 SIDING AND DECORATIVE TRIM

Brick, wood, or cement-fiber are preferred exterior materials. Vinyl siding may be utilized, provided it is a smooth surface with no wood grain stamping or texture, and is a flat color, not shiny. Wood grain stamped vinyl siding will not be permitted. Examples of suitable vinyl siding include Wolverine, Royal Architectural, and CertainTeed Main Street. No dutch lap vinyl siding will be permitted, as all vinyl siding shall be either double-four or triple-three type. Vinyl siding with a brush-stroke finish in lieu of a wood grained texture is acceptable, but shall be called out on plans submitted to the DRC. Contractors may submit alternative siding and materials for DRC consideration.

Generally, horizontal siding shall have a maximum six-inch (6") reveal. Mixing of material types shall be restricted to fishscale or shake decorative siding at second floor transition and in gables in conjunction with horizontal siding. Emphasis by the DRC will be placed on transitions between materials. Trim boards, corner and frieze boards shall be built out with filler boards to allow siding to be tucked behind trim board. Corner trim boards shall be a minimum of three and one-half inches (3 1/2") in width. Bandboards separating the first and second floor, and separating the first floor with the foundation wall are encouraged. Bandboards must be wood when wood trim is required on windows and doors. Bandboard width shall be consistent with architectural character of the home. Generally a minimum width of nine and one-quarter inches (9 1/4") is preferred. Siding latticework, spindles, brackets and other decorative trim is encouraged. Whenever present, emphasis on scale, size, and thickness of decorative trim will be scrutinized. Undersized, under-scale and inappropriate size decorative trim will not be approved. All trim must be smooth surface trim. No rough-saw trim will be accepted.

T-1-11 or similar product styles and types will not be approved. Limited use of board and batten will be reviewed on case by case basis by the DRC but, generally will be restricted to small accent areas.

4.8 BRICK

The use of brick is encouraged, but shall be provided on all four sides of the home. Brick on only the front elevation (other than porches) or first floor levels only will not be permitted. In some instances, the use of brick along the front, wrapping to a logical termination point on the side elevations may be considered, and will be reviewed and approved on a case by case basis by the DRC. All masonry materials shall have color and type identified on plans for approval by the DRC. Brick front porches are desirable and encouraged.

4.9 GARAGES

A detached garage is highly preferred for all single family detached homes. Garages are required on all corner lots. Corner lots may have attached garages with potential access from the side street. As discussed in Section 3.3, a parking pad may be substituted in lieu of a garage if the DRC determines that having a garage would restrict affordability for the homebuyer. The DRC will restrict the location of where homes can be located that do not have a garage.

In general, the following criteria apply for the construction of the garage:

1. Two car garages shall have a minimum 20'-0" x 20'-0" exterior dimension. A smaller one-car garage will also be acceptable, but DRC may restrict location of such homes.
2. Roof slope must be minimum 4:12 roof slope. Roof slope is preferred to match primary dwelling.
3. Gable or hip roofs are acceptable on garage.
4. Roof shingles must match those on primary dwelling.
5. Attic/roof shall be vented by soffit vents and roof vents (ridge, attic, gable vents acceptable).
6. Aluminum gutters and downspouts must match those on primary dwelling.
7. Garage shall have minimum eave overhang as required for roof venting. It is preferred that overhang depth and finish shall be consistent with the primary dwelling.
8. Garage must be wood framed wall and roof construction. Minimum structural member spacing shall be twenty-four inches (24") on center.
9. Garage shall have minimum eight foot (8'-0") tall exterior walls.
10. Horizontal siding and trim must match those on primary dwelling. Decorative siding in gables is preferred, but not required.
11. Overhead and passage doors must be finished to match house.
12. Concrete or block foundation wall on footing shall be minimum thirty inches (30") below grade.

13. An exposed foundation wall is preferred with split-face concrete block to match primary dwelling, but is not required.

4.10 BUMP-OUTS

Any bumpouts shall extend to the foundation and shall not "float" when they are deeper than sixteen inches (1'-4"), are significant features in the home, or are approximately eight feet (8') or wider. Fireplace and chimney bumpouts are reviewed on a case by case basis by the DRC, the preference being to keep the fireplace bumpout to less than sixteen inches and/or locate the fireplace bumpout far enough back on the elevation so it is not as visible from the street.

4.11 CHIMNEYS

Any exterior chimneys that extend past the soffit of roof shall be brick or other approved masonry material. Wood or vinyl siding on such chimneys is not acceptable. However, chimneys or bumpouts for direct vent fireplaces that do not extend for more than one story may be of similar material to the base siding of the home.

4.12 SHUTTERS

Shutters will be permitted on homes only if they are appropriate to the architectural style of the home, and will be considered on a case by case basis by the DRC. Shutters must be wood, as vinyl or plastic shutters are not permitted.

4.13 ACCESSORY STRUCTURES

Accessory structures such as tool sheds and other storage sheds must be constructed in a manner to be permanently attached to the primary dwelling or garage and shall not be visible from the street. Structure shall have similar siding and trim details as primary dwelling and garage. Prior approval must be granted by the DRC prior to building an accessory structure. Freestanding accessory structures will generally not be permitted.

APPENDIX A

DEFINITIONS

APPLICANT - The owner or owner's representative who is responsible for the development of property or parcels within Fall Creek Place.

DESIGN REVIEW COMMITTEE (DRC) - as defined in the Declaration of Covenants Conditions & Restrictions.

COMMUNITY DEVELOPMENT PLAN - The overall plan for Fall Creek Place as approved and as may be amended.

DECLARATION - The Documents of the Fall Creek Place Homeowners Association and Exhibits for Fall Creek Place recorded or to be recorded in the Marion County Records Office.

DESIGN REVIEW - Process for evaluation of development plans to determine compliance with the Design Guidelines.

DESIGN GUIDELINES - Description of the planning areas shown on the Land Use Master Plan. The Development Guidelines establish density and land use for each planning area and represent the approved zoning.

DEVELOPER – Developer as identified in Declarations of Covenants, Conditions and Restrictions, Bylaws and Design Guidelines.

FALL CREEK PLACE HOMEOWNERS ASSOCIATION - The association for owners of property in Fall Creek Place as defined in the Declaration of Covenants, Conditions & Restrictions.

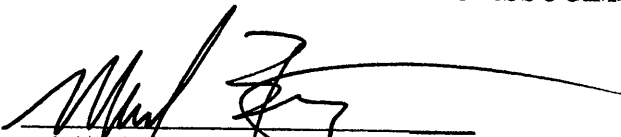
OPEN SPACE - Public or private land and aquatic areas which are managed to protect the natural environment; provide recreational opportunities; shape the pattern of development; or any combination thereof, including yards, common areas and elements, but excluding there from buildings.

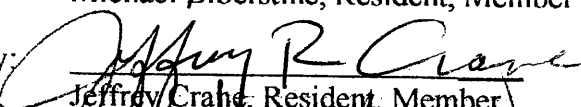
PHASE AREA - Refers to the phases identified on a Phase Plan that periodically is updated by Master Developer.

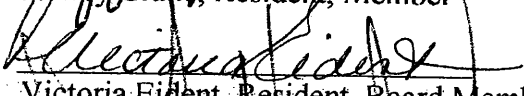
APPENDIX B

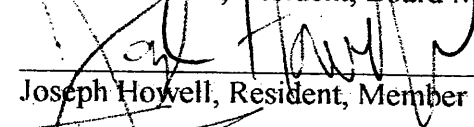
APPROVAL

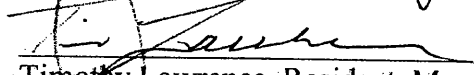
DESIGN REVIEW COMMITTEE (DRC) OF THE
FALL CREEK PLACE HOMEOWNERS ASSOCIATION

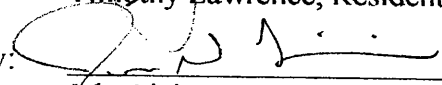
By: 
Michael Biberstine, Resident, Member

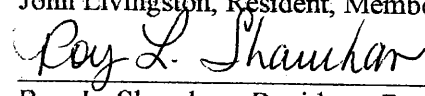
By: 
Jeffrey Crane, Resident, Member

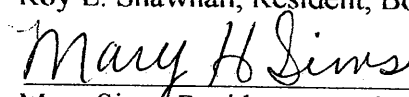
By: 
Victoria Eident, Resident, Board Member

By: 
Joseph Howell, Resident, Member

By: 
Timothy Lawrence, Resident, Member

By: 
John Livingston, Resident, Member

By: 
Roy L. Shawhan, Resident, Board Member

By: 
Mary Sims, Resident, Member

FALL CREEK PLACE HOMEOWNERS ASSOCIATION, INC.
An Indiana Nonprofit Corporation

BY-LAWS

ARTICLE I
IDENTIFICATION, MEMBERSHIP, DEFINITIONS

SECTION 1.1 Identification of the Corporation. This Corporation shall be identified and known as the Fall Creek Place Homeowners Association, Inc., an Indiana nonprofit corporation.

SECTION 1.2 Membership in Corporation. Each Owner of a Lot subject to the Declaration shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of such Lot.

SECTION 1.3 Definitions. The definitions contained in the Declaration apply to these By – Laws the same set forth herein. In addition, the following definitions apply throughout these By-Laws:

a. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Fall Creek Place Homeowners Association, Inc., as hereinafter defined.

b. "Common Area" means the ground designated as "Common Area" as indicated on Exhibit 'B' of the Declaration of Covenants and Restrictions of the Fall Creek Place Development. The Common Areas shall be subject to easements for drainage and utilities, as further described and defined in the Declaration.

c. "Common Expenses" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas, including the community recreational facilities, and all sums lawfully assessed against the Members of the Corporation.

d. "Corporation" means Fall Creek Place Homeowners Association, Inc., its successors and assigns, a non-profit corporation, whose members shall be the Owners of Lots in the Fall Creek Place Development. The terms "Corporation" and "Association" may be used interchangeably to refer to the Fall Creek Place Homeowners Association, Inc.

e. "Declaration" or "Declaration of Covenants" means the Declaration of Covenants and Restrictions of the Development recorded in the Office of the Recorder of Marion County, Indiana.

f. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

ARTICLE II
PURPOSES OF THE CORPORATION

SECTION 2.1 Purposes. The Corporation has been formed for the following purposes and functions:

- a. Maintaining the value and appearance of the Development;
- b. Providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Areas, including the community recreational areas;
- c. Enforcement of the Covenants and Design Review and environmental control for the Development for the mutual benefit of all Owners;
- d. Paying taxes assessed against and payable with respect to the Common Areas;
- e. Paying any other necessary expenses and costs in connection with the Association; and
- f. Performing such other functions as may be designated under the Articles of Incorporation, these By-Laws, the Declaration of Covenants, or as otherwise permitted by law.

ARTICLE III OWNERS MEETINGS

SECTION 3.1 Annual Meeting. The annual meeting of the Owners and the Corporation shall be held in the month of October or November each year, with the specific date and time to be determined by the Board of Directors. The annual meeting will be held for the purpose of electing Directors, approving an Annual Budget and Regular Assessment and for the transaction of such other business as may come before the meeting.

SECTION 3.2 Special Meetings. A special meeting of the Owners may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than Ten Percent (10%) of the total number of Lots. The resolution or petition shall be presented to the President or Secretary of the Corporation and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

SECTION 3.3 Place of Meeting. The Board of Directors shall designate the place of the meeting. The Board may designate that any meeting of Owners take place at any suitable location within Five (5) miles of the Fall Creek Place Development.

SECTION 3.4 Notice of Meeting. Written notice, stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Owner not less than Ten (10) days before the date of the meeting, either personally or by mail, by or at the direction of the President. Unless an Owner provides the Secretary of the Corporation with written instructions to the contrary, notice may be sent or delivered to the address of the Lot. Notice contained in a newsletter or other general correspondence shall meet the notice requirement of this section, if it is sent or delivered to each Owner as provided herein.

SECTION 3.5 Quorum. Five Percent (5%) of the Owners, represented in person or by proxy, shall constitute a quorum at a meeting of Owners. In the event that a quorum is not present, the meeting may be adjourned to another date and time, with or without further notice, as determined by the Board. After a quorum is represented for any purpose at a meeting, the vote is considered present for quorum purposes for the remainder of the meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be One-Half of the required quorum at the

preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

However, no issue which has not been specifically described in the notice of meeting may be decided unless at least Twenty Five Percent (25%) of the Owners are represented, in person or by proxy, at the meeting. Notice and Quorum for Special Assessments for Capital Improvements and Operating Deficits shall be made as follows: Written notice of any meeting called for the purpose of taking any action authorized under Section 6(c) of the Declaration, shall be sent to all members not less than Thirty (30) days nor more than Sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast Sixty Percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be One-Half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting. For purposes of this Section, upon establishment of a quorum, action may be taken based upon a majority of votes cast.

SECTION 3.6 Proxies. At all meetings of Owners, an Owner may vote in person or by written proxy, executed by the Owner or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. Every proxy shall be specific for an Annual or Special Meeting of Owners, or its adjourned date, unless otherwise provided in the proxy.

SECTION 3.7 Cumulative Voting. Cumulative voting shall not be permitted. Each Owner may only cast one vote for any candidate for any Office, even though multiple positions are open for such Office.

SECTION 3.8 Voting by Mail-In Ballot. The Board may determine that one or more issues be voted upon by mail-in ballot, either in conjunction with an Annual or Special Meeting or as a substitute for the holding of a Meeting. In the event that the Board elects to permit Mail-in ballots, ballots shall be mailed or delivered to each Owner at least fourteen (14) days prior to the deadline for voting, and ballots must be received from at least One-Third (1/3) of all eligible Owners. If a One-Third (1/3) vote has not been achieved by the deadline, the Board of Directors or persons designated by the Board may contact additional Owners at their choosing until a One-Third (1/3) vote has been achieved. However, if a One-Third (1/3) vote has been achieved by the deadline, no votes received after the stated deadline may be counted. Action may be approved by a majority of votes cast upon establishment of a quorum.

ARTICLE IV BOARD OF DIRECTORS

SECTION 4.1 General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he or she is an Owner as defined herein.

SECTION 4.2 Number, Tenure and Qualifications. The initial number of Directors of the Corporation shall be Three (3). The Corporation may have not less than Three (3) Directors and may have up to Seven (7) Directors. Each Director shall hold office until his or her successor shall have been elected and qualified. Any increase or decrease in the number of Directors shall be approved by the Owners. During September of each year the Corporation shall

conduct a mailing to all Owners soliciting their interest in serving as Directors. In the event that more Owners desire to serve as Directors than positions available, the Owners shall select the Directors at its annual meeting or mail in ballot as the case may be.

SECTION 4.3 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings to be held without notice, so long as the first such meeting is with notice, and the notice informs all Directors of the resolution.

SECTION 4.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a written request that is submitted and signed by two-thirds of the Directors. In either event, the President shall fix the time for holding such meeting of the Board of Directors, which shall be no later than Seven (7) days after a request for a special meeting has been made pursuant to the terms of this section. Unless consented to by all Directors, this special meeting shall be held within Five (5) miles of the Fall Creek Place Development.

SECTION 4.5 Notice. Notice of any special meeting shall be given at least Three (3) days in advance by written notice delivered personally or by telegram, or at least Seven (7) days in advance if notice is mailed. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

SECTION 4.6 Quorum. At least Fifty Percent (50%) of the number of Directors eligible to attend and vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, except that two (2) Directors must be in attendance if the Board consists of three (3) Directors.

SECTION 4.7 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 4.8 Action Without A Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent, in writing, setting forth the action to be taken shall be signed by each of the Directors.

SECTION 4.9 Term of Office and Vacancy. Each member of the Board of Directors shall be elected for a term of Three (3) years, which terms shall be staggered so that the terms of approximately One-Third (1/3) of the members of the Board shall expire annually. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Unless a Director is removed by the Owners under Section 4.10, any vacancy occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board. The Director filling a vacancy shall serve until the next annual meeting of the Owners and until his successor is elected and qualified, at which time a special election shall be held to elect a Director to serve the remainder of the term, if any, of the vacancy.

SECTION 4.10 Removal of Directors. A Director may be removed with or without cause by a majority vote of the Owners, at a meeting duly called for such purpose. In such case, his successor shall be elected at the same meeting, to serve until the next annual meeting.

SECTION 4.11 Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, the management, maintenance, repair, upkeep and replacement of the Common Area and the collection and disbursement of the Common Expenses.

SECTION 4.12 Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish their duties. These powers include, but are not limited to, the power:

a. To promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations (in addition to those set forth in these By-Laws or in the Declaration) with respect to use, occupancy, operation and enjoyment of the Common Areas as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners;

b. To grant permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of Fall Creek Place Development;

c. Recommend assessments, including approval of an annual budget;

d. Enforce the Declaration; and

e. In the absence of a Design Review Committee, approve Design Review Guidelines.

SECTION 4.13 Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Twenty - Five Hundred Dollars (\$2,500.00) without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:

a. Contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

b. Contracts and expenditures expressly approved by the Owners in the annual budget;

c. Expenditures necessary to deal with emergency conditions where the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners; and

d. Prior to the first annual meeting, and as necessary thereafter, the Board of Directors may enter into a contract with a management company for the purposes of being responsible as described in Section 4.11 upon terms deemed by the Directors to be necessary and appropriate.

SECTION 4.14 Compensation. No Director shall receive any compensation for his services without the express approval of the Owners. The Managing Agent, if one is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

SECTION 4.15 Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify, hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of actions or contracts by the Board on behalf of the Corporation, unless any such action or contract shall have been made in bad faith, or as the result of willful misconduct or gross negligence. The Board of Directors may approve Director and Officer's liability coverage insurance as an expense included in the Annual Budget.

SECTION 4.16 Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as to matters in which it shall be adjudged in such action, suit or proceeding that such Director is liable for bad faith, gross negligence or willful misconduct in the performance of his duties. The Corporation shall also reimburse any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence, bad faith or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

SECTION 4.17 Non-Liability of Officers. The provisions of Sections 4.15 and 4.16 shall also apply to Officers of the Corporation, as set forth in Article V.

SECTION 4.18 Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent, the treasurer of the Corporation, and such other officers or Directors of the Corporation that handle or are responsible for funds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to one fourth of the aggregate annual assessments on all Lots) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of any such bond shall be a Common Expense.

ARTICLE V OFFICERS

SECTION 5.1 Number. The Officers of the Corporation shall be President, a Vice – President, a Secretary and a Treasurer, each whom shall be elected by the Board of Directors. No person shall hold two (2) offices at the same time; however, a Director may be elected as an Officer. The establishment of such other offices and assistant offices may be recommended by

the Board of Directors to the Owners and established by amendment to these By – Laws pursuant to the provisions of Article IX hereof.

SECTION 5.2 Election and Term of Office. The Officers of the Corporation shall be elected annually by the Board of Directors, at the first meeting of the Board held after each annual meeting of the Owners. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor shall have been duly elected and qualified or until their death, resignation or removal as hereinafter provided. The Board of Directors shall fill any vacancies.

SECTION 5.3 Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby.

SECTION 5.4 President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall supervise and direct all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Owners and of the Board of Directors. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 5.5 Vice President. The Vice – President of the Corporation shall fulfill such duties as the Board of Directors or the President shall direct. In the absence or illness of the President, or at written direction of the President, the Vice – President shall fulfill the duties of the President, including presiding at meetings of the Owners and Board of Directors.

SECTION 5.6 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Owners and of the Board of Directors in the corporate minute book; (b) see that all notices are duly given in accordance with the provisions herein or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Owner, as furnished by the Owner and of each Mortgagee, as furnished by the Owner or Mortgagee; and (e) in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or by the Board of Directors.

SECTION 5.7 Treasurer. The Treasurer shall: (a) have charge and custody of, and be responsible for, all funds of the Corporation; (b) receive and give receipts for monies due and payable to the Corporation and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as are assigned by the President or by the Board of Directors. These functions may be delegated to the Managing Agent.

ARTICLE VI CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 6.1 Contracts. The Board of Directors may authorize, by resolution, any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 6.2 Loans. No loans shall be contracted on behalf of the Corporation and no indebtedness shall be issued in its name unless authorized by a resolution of the Board of

Directors and approved by a majority of the Owners at a Special Meeting duly called for such purpose at which a quorum is represented in person or by proxy.

SECTION 6.3 Checks and Drafts. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 6.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII TAXES, UTILITIES AND MAINTENANCE

SECTION 7.1 Real Estate Taxes. Any real estate taxes or other assessments by a duly constituted governmental authority on or against the Common Area shall be a Common Expense and paid by the Corporation. Payment of any real estate taxes or governmental assessment on or against a Lot shall be the sole responsibility of the Owner, as provided by law.

SECTION 7.2 Maintenance, Repairs and Replacements. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

SECTION 7.3 Damage to or Abuse of Common Areas. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, invitee or other occupant or visitor of the Owner, damage is caused to Common Areas, or if maintenance or repairs is required, the Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Corporation.

ARTICLE VIII DESIGN REVIEW

SECTION 8.1 Purposes. The Design Review Committee (also referred to herein as the DRC) shall regulate the external design, appearance, use and location of improvements within the Fall Creek Place Development in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

SECTION 8.2 Design Review Guidelines. The DRC, with the consent of the Board of Directors, shall have the authority to establish, amend and revoke Design Review Guidelines for the Association, which shall be binding upon all Owners and all others, who in any way use, occupy or benefit from the Fall Creek Place Development, or any part thereof. The Design Review Guidelines shall not be inconsistent with any covenant or provision of the Declaration and shall not be retroactively applied. The Design Review Guidelines may be amended by the DRC, at any time and from time to time, so long as the Board of Directors provides its written consent to such amendment and so long as notice of any such amendment is given to all Lot Owners at least Twenty (20) days prior to the adoption of such amendment. The Design Review

Guidelines may be enforced by the DRC or by the Corporation acting through the Board of Directors.

SECTION 8.3 Design Review and Environmental Control. No structure or improvement -- including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, patios, basketball goals and other permanent structures for sports and recreation -- shall be erected, placed or altered on any Lot in this Development until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by the DRC, regarding conformity and harmony of external design, topography, and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Development shall also be approved in advance by the DRC.

SECTION 8.4 Composition of the Design Review Committee. The DRC will be composed of Three (3) or more members and an ex-officio member, who shall be a member of the Board of Directors. All members of the DRC will be appointed by the Board of Directors of the Fall Creek Place Homeowners Association, Inc., and will serve a two (2) year term. The initial members of the DRC shall be appointed to terms of One (1) and Two (2) years, so that approximately One-Half (1/2) of the members' terms shall expire each year.

SECTION 8.5 Written Approval. The DRC's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not received from the DRC within Thirty (30) days from the date of submission of a completed application and any additional documentation requested by the DRC, and so long as the request is not prohibited by the Design Review Guidelines then in effect or the plat covenants or the Declaration, it shall be deemed that the DRC has approved the presented plan.

SECTION 8.6 Additional Approvals. Under no circumstances shall approval of the DRC be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the DRC that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

SECTION 8.7 Alterations Without Approval. The DRC and/or the Board of Directors shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the DRC, including injunctive relief, and recovery of damages, reasonable attorney fees, and costs.

SECTION 8.8 Miscellaneous Provisions.

- a. The DRC's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Development, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Development or the other Lot Owners.
- b. The members of the DRC will not be entitled to any compensation for services performed on behalf of the DRC.
- c. A decision of the DRC may be appealed to the Board of Directors by the Applicant or by an adjoining Lot Owner, which may reverse or modify such decision by a Two-Thirds (2/3) vote of the Directors then serving at a regular or special meeting of the Board.

d. The DRC may establish committees consisting of Two (2) or more of its members, which shall exercise such powers of the DRC as may be delegated to them.

**ARTICLE IX
AMENDMENT OF BY-LAWS**

SECTION 9.1 General Amendments. The power to alter, amend, add to and repeal these By-Laws of the Corporation is vested in the Members of the Corporation. Notice of any proposed amendment to the By-Laws must be given to all lot owners at least Twenty (20) days prior to the meeting at which such amendment is to be considered or at least Twenty days (20) prior to the deadline for mail in ballots.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

SECTION 10.1 Interpretation of Conflicting Provisions. In the event of conflicting provisions of the various documents, the following order of priority shall apply for resolving the conflict:

- a. The Declaration of Covenants and Restrictions of the Fall Creek Place Development
- b. These By-Laws
- c. Design Review Guidelines
- d. Rules established by the Board

SECTION 10.2 Fiscal Year. The fiscal year of the Corporation shall begin on the First (1st) day of January and end on the Thirty-First (31st) day of December in each year.

SECTION 10.3 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and DRC. All books and records of the Corporation may be inspected by any Member, their agent or attorney for any proper purpose at any reasonable time.

SECTION 10.4 Effective Date. These By-Laws were approved at a duly convened meeting of the Board of Directors of the Fall Creek Place Homeowners Association, Inc. on APRIL 10, 2002, and they are effective as of said date.

APPROVED:

KING PARK DEVELOPMENT CORPORATION

By: Robert Frazier
Robert Frazier, Director