

WATERWOOD HOMEOWNERS' ASSOCIATION
11230 Arborwood Trail
Carmel, IN 46032
Ph: 317-848-3086

PLAT COVENANTS #9408888

The following paragraphs were accidentally omitted from the Waterwood Plat Covenants, #9408888, dated 24th of February, 1994, copies that were given to original homeowners, from the developer, Centex Homes.

Please place this page in your Plat Covenants Files as part of your original.

Paragraph 3, Section (F):

"Landscape Easements", or "L.E.'s", are created and reserved for the use and benefit of Declarant and the Homeowners Association for the preservation and augmentation of existing trees and vegetation.

Paragraph 3, Section (G):

"Green Belts", are created for the preservation augmentation of trees and other vegetation so as to provide a buffering effect, along with a privacy fence, from the adjacent existing real estate. It is primarily intended that the Green Belt, along with the privacy fence, will be cared for and maintained in good condition by the respective Waterwood Lot Owner. However, in the event a Waterwood Lot Owner defaults and fails in this obligation, the Waterwood Homeowners' Association, is empowered to intervene and cause appropriate maintenance to be performed. Maintenance work must be competitively priced and shall be assessed against the appropriate Waterwood Lot Owner, in a manner consistent with the Declaration of Covenants and Restrictions of Waterwood of Carmel.

PLAT COVENANTS

The undersigned, Centex Homes Company, an Indiana General Partnership ("Developer"), owner of all the Real Estate shown and described herein, hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as Waterwood of Carmel, an addition in Hamilton County, Indiana. In addition to the covenants and restrictions herein set forth and contained in this plat, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in that certain Declaration of Covenants and Restrictions of Waterwood of Carmel, recorded on the _____ day of February, 1994, as Instrument NO. _____ in the office of the Recorder of Hamilton County, Indiana (the "Declaration"), and to the rights, powers, duties and obligations of the Waterwood of Carmel Homeowners Association, Inc., (the "Homeowners Association") as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

1. All streets shown on this plat, and not heretofore dedicated, are hereby dedicated to the public.
2. Front and rear yard building setback lines, designated as B.S.L., are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets, there shall not be erected or maintained any building or structure.
3. There are strips of ground as shown on the within plat marked "Utility Easement" or "U.E.", strips of ground marked "Drainage Easement" or "D.E.", areas designated as "Lake Maintenance Easement" or "L.M.E.", either separately or in any combination of the same. Such strips of ground and areas are hereby subjected to easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies, Indianapolis Water Company, Declarant and the "Homeowners Association"

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(hereinafter defined), as follows:

(A) "Utility Easements", or "U.E.'s", are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes and other utility installations for the purpose of furnishing utility services; such Utility Easements may also be used for all purposes for which Drainage Easements and Sanitary Sewer Easements may be used hereunder;

(B) "Drainage Easements", "D.E.'s", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of water will be unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder;

(C) "Lake Maintenance Easements", or "L.M.E.'s", are created for the specific purpose of accessing and permanently maintaining the lakes and ponds within areas designated as Common Area, such lakes and ponds having been created for drainage and aesthetic purposes. All necessary maintenance shall be the obligation of the Homeowners Association.

(D) "Non-Access Easements", or "N.A.E.'s", are created for the specific purpose of restricting access to residential lots from existing public streets. No driveways or access, either permanent or temporary, will be permitted across designated non-access easements.

(E) "Signage and Landscape Easements", or "S.L.E.'s", are created and reserved for the use and benefit of Declarant and the Homeowners Association for the installation, construction, maintenance, repair, reconstruction and replacement of earthen mounds, plantings, walls, fences, entryways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision identification signs and other items.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Indianapolis Water Company, Declarant and the Homeowners Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the

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foregoing easements, except for walls, fences, driveways, walkways and other installation which are specifically permitted hereunder, including, as to Landscape Easements, any installations which are permitted hereunder to be located in such Landscape Easements; any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.

4. The use of all lots in this subdivision shall be in accordance with the applicable Zoning Ordinances of the Carmel/Clay Plan Commission.

5. No lots shall hereafter be subdivided or resubdivided into parcels so as to create additional residential lots greater than the number of lots shown hereon.

6. No sign or billboard, except professional signs or "FOR SALE" signs erected by a builder or duly licensed real estate broker, shall be erected or placed on any lot in this subdivision, and no barn, stable or other outbuilding housing domestic animals or poultry, except household pets, shall be erected thereon. However, this restriction shall not be deemed, construed or interpreted to prevent, preclude or restrict any structures, including signs, erected or maintained by the Declarant or the Homeowners Association in any Landscape Easement shown on this plat.

7. No trailer, tent, basement, garage or other outbuilding erected on any lot in this subdivision shall at anytime be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

8. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or, in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No driveway shall be located within seventy-five (75) feet of the intersection of two street lines. In addition, no fence shall be erected nearer the front lot line of a lot than the front line of the principal residence erected on such lot, and fences shall be no more than six (6) feet in height; provided, however, that a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length, may be installed in front of the front line of such principal residence.

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9. Nuisances: No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

10. It shall be the responsibility of the Homeowners Association to protect and perpetually maintain the public street lights in the subdivision. In the event the public street lights should become permanently inactive, it shall become the responsibility of the owners of each lot in the subdivision to erect and maintain an automatic "dusk to dawn" type of light in their front yard. All such lights shall be of the same design, in accordance with a standard yard light design prepared by the "Architectural Committee" as defined by the Declaration of Covenants and Restrictions of Waterwood of Carmel.

11. The minimum enclosed and finished liveable area (exclusive of open porches and garages, which shall not be included in the liveable area) shall be not less than twelve hundred (1200) square feet. Each house shall be furnished with an attached garage for a minimum of two (2) cars. Each driveway will have sufficient area to park two (2) cars off street.

12. All houses and garages shall be provided with hard-surfaced driveways, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for use not later than the date of initial occupancy of such house. Further, it shall be the obligation and responsibility of the owner of each lot to install, or cause his builder to install, sidewalks in accordance with the requirements and standards of the City of Carmel.

13. The front yard of all homes must be landscaped, and plans for all landscaping that will be visible from the street must be submitted to and approved by the Architectural Committee. All front yard landscaping shall be installed by the builder concurrently with the original construction of the principal residence on each lot, and shall be installed not later than the date of initial occupancy of such residence; provided, however, that if such construction is completed or such initial occupancy occurs between October 1 of any year and March 31 next following, the installation of such landscaping may be delayed but shall, in any event, be completed not later than the following June 31. All improved lots shall be kept mowed, free of weeds and refuse, and any landscaping thereon (such as trees and bushes) shall be kept trimmed and pruned by the owners of such lots. All unimproved lots shall be kept mowed and free of refuse by the owner thereof.

14. Each residence shall be provided with a mailbox to be furnished and installed by the builder concurrently with the original construction of the principal residence on each lot, and prior to the date of initial occupancy of such residence. All mailboxes shall be of the same design, in accordance with a standard mailbox design prepared by the Architectural Committee. Unless specific written approval is given by the Architectural

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Committee, no names, designs or other ornamentation shall be placed on any mailboxes or their supporting posts or structures other than street address numbers.

15. The owner of each lot shall at all times be required to maintain his lot and the exterior integrity and appearance of all structures and improvements on his lot in such a manner as to prevent his lot, and structures and improvements thereon, from becoming unsightly and, specifically, such owner shall re-paint or re-stain any surfaces of improvements or structures where such surface color is faded or is flaking or peeling away from the improvement or structure.

16. The placement on any lot of swimming pools, hot tubs or like facilities must be approved in writing by the Architectural Committee, and no above-ground swimming pools will be allowed or permitted.

17. No exposed television, radio or other antennas (including, without limitation, satellite receiving dishes) shall be allowed or permitted on the exterior of any building or on any lot without the specific written approval of the Architectural Committee.

18. Except for operable, duly registered and licensed automobiles for which there is not available room in an owner's garage, all vehicles located or placed on a lot (including, without limitation, automobiles, vans, trucks, campers, motorcycles, motorhomes, boats and trailers) shall be placed and stored out of view from the street and from adjoining lots.

19. No clothes, sheets, blankets, laundry of any kind, or other articles shall be placed, located or hung out on a lot so as to be visible from outside such lot.

20. All household pets otherwise permitted hereunder shall be kept on a leash when not within the confines of the lot of the owner of such pet. Owners shall be required to control their pets so that they are not, and do not become, a nuisance to the neighborhood, including, without limitation, noise produced by such pets. Owners are not to allow their pets to relieve themselves other than on the lot owned by the owners of such pets.

21. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the several lots in this subdivision, their heirs and assigns, Declarant, the Homeowners Association, the Architectural Committee, the Carmel/Clay Plan Commission, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any

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such owner, owners or party by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2014, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the then owners of the lots in this subdivision, it is agreed to change (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants, limitations and restrictions contained herein by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, CENTEX HOMES COMPANY, by its duly authorized officer, has executed this instrument this _____ day of February, 1994.

Owner and Subdivider: CENTEX HOMES COMPANY
8555 NORTH RIVER ROAD, SUITE 100
INDIANAPOLIS, INDIANA 46240
(317)574-6950

Witness my signature this _____ day of February 1994.

By: _____

REX L. GORDON
President, Centex Homes Company

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, an Notary Public in and for said County and State, personally appeared REX L. GORDON and acknowledged execution of this instrument as his voluntary act and deed for the uses and purposes therein expressed as the President of, and for and on behalf of Centex Homes.

Witness my signature and Notarial Seal this _____ day of February, 1994.

April 30, 1994
My Commission Expires:

Notary Public

Hamilton
County of Residence

Glenn E. Christian
Printed Name