

RAVINIA of Fishers

Architectural Guidelines and Standards

RAVINIA of Fishers (Ravinia) is designed to be one of the premier residential developments in Hamilton County. The limited number of large home sites offers homebuilders and homeowners the opportunity to create a community where value over and above the ordinary will stand the test of time. The size of the building sites will allow each property to be designed in a truly unique fashion. To that end, MRB Development, LLC (Developer) has established these guidelines to assure that a high standard of home and site design is maintained. Although not complete and subject to change, this document will set the tone and provide homebuyers a level of comfort that the developer and the select homebuilders are concerned with the investment aspects of ownership within Ravinia.

A Development Control Committee (DCC) has been established in the Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Recorder of Hamilton County as instrument # 200600064432 (Declaration). The DCC is charged with the review of home construction plans, landscaping plans and lot development plans for each home to be constructed in Ravinia. Before a building permit can be obtained, it shall be the requirement of each Builder to submit plans to the DCC for review, comment and approval as contemplated herein and within the Declaration. Within the Declaration, it is contemplated that there will be established a Homeowner's Association (Association) whereby each lot owner will become a member and will be required to adhere to the terms and conditions defined thereof. The Declaration and the Architectural Guidelines and Standards have been created for the protection of the neighborhood and are for the benefit of all residents and property owners in RAVINIA of Fishers. This document shall apply to the RAVINIA OF FISHERS development and the Real Estate described in Exhibit "A" attached hereto and shall apply to and inure to the benefit of existing and future property owners.

BUILDING STANDARDS

PLAN SUBMITTAL

Three (3) complete sets of floor plans, foundation plan, details as appropriate and all four (4) elevations.

Three (3) copies of the plot plan completed and stamped by a registered Professional Engineer, Land Surveyor or Architect:

Plans should be delivered to: MRB Development, LLC
11911 Lakeside Drive
Fishers, IN 46038
(317) 849-7607 Ext. 100

Please allow three (3) days for approval. The DCC will maintain one (1) complete set of approved plans in its permanent file and return two (2) executed and approved sets to the Builder.

MINIMUM SIZE AND SETBACK REQUIREMENTS

Minimum Front Yard: 40 feet

Minimum Side Yard: 10' with 40' aggregate and at least 40' between foundations

Minimum Living Area: 3,200 square feet, ranch or single-story

Minimum Living Area: 3,600 square feet, two-story

(Exclusive of open porches, attached garages, accessory uses and basements)

Maximum Height of Home: 35 feet

LIGHTING

Builder shall install as part of the construction of each home, one (1) “dusk to dawn” yard light. The yard lights shall be placed approximately 4 feet from the sidewalk and 4 feet from the driveway. The intent is to provide lighting at the driveway apron that will also light a portion of the street providing a general uniformity of lighting along the street and sidewalk system at night.

The yard lights shall be uniform in size, type, color and manufacturer which information will be made available by the DCC. The proposed location of the yard light must be indicated on the plot plan.

MAILBOXES

Builder shall install one (1) standard mailbox. All mailboxes shall be uniform in size, type, color and manufacturer. Mailbox specifications may be obtained from the DCC. The location and installation of the mailbox is subject to the standards of the U.S. Post Office having jurisdiction.

LANDSCAPING

Builder shall submit to DCC for approval a detailed landscaping plan and cost sheet for each home at the initial plan submittal. Prior to installation of any landscaping, Builder commits to installing a landscaping package in the amount of Ten Thousand Dollars (\$10,000) or more, per each home.

Street trees and front yard trees shall be installed by Builder as part of the final landscaping for each lot. The minimum number of trees and specifications are as follows:

- A. Street Trees. Street trees shall be at least 2 “ in diameter and a minimum height of 8 feet and shall be placed outside of the sidewalk in accordance with the standards of the Town of Fishers. The quantity and location shall be as follows:
1. Regular Lot: Two (2) trees in front (between curb and sidewalk).
 2. Corner Lot: Three (3) trees one (1) in front and two (2) on the side facing the street (between curb and sidewalk).
 3. Cul-de-sac Lot (end of cul-de-sac): one (1) tree in front (between curb and sidewalk).
 4. Spacing. All street trees shall be planted so as to maintain an approximate uniformity in spacing from lot to lot. Spacing should be approximately fifty feet (50') apart.
- B. Front Yard. Three (3) trees to be 1 ½” in diameter and a minimum of six feet (6’) shall be planted in the front yard of all lots.
- C. All lake banks comprising the rear lineal footage (or side) of lake lots shall be sodded or seeded and straw blanketed by builder from the rear (or side) of the home, the width of the lot to normal pool of the lake unless otherwise provided or specified by the DCC and Developer. Alternative plans for treatment shall be submitted to the DCC for approval. Lake banks immediately adjacent to an individual lot and lot lines shall be maintained to the waters edge by the lot owner.
- D. All front and side yards shall be sodded. The back yard may be seeded and straw blanketed or hydro seeded.
- E. An underground irrigation system shall be installed on all lots with the construction of the home. The irrigation system shall provide for full coverage of lawn area within the lot boundary.

DRIVEWAYS AND PRIVATE WALKS

- A. All driveways and private walks shall be concrete, brick paver or exposed aggregate.
- B. Temporary access drives consisting of crushed stone shall be installed at the time work begins on the construction.

SIDEWALKS

Builder shall install all required Town sidewalks to the standards of the Town of Fishers as required on each lot (5' in width), as part of the construction of the home. Sidewalks must be installed by the Builder within thirty (30) days of substantial completion but in any event no later than eighteen (18) months from the date that the lot has been originally deeded from Developer to the original purchaser. If the home is under construction, Developer will work with Builder to minimize damage to a sidewalk that is required to be installed per this paragraph. After installation of the sidewalks, for a period of time that may exceed three years, the Town of Fishers may determine that repairs to the sidewalks are necessary. Although the Developer does not install sidewalks on individual lots, in the event that the Town may hold the Developer responsible for said repairs, by agreement herein, the Developer will look to the lot owner at the time that the repairs are deemed necessary to indemnify the Developer in regards to the repairs. In the event that the lot owner does not perform said repairs in a timely manner, Developer may perform repairs and collect the cost of repairs (including management fees, interest, attorney fees and construction costs) from the lot owner. By agreement herein, Developer has the right to place a lien on the property of any lot owner failing to perform any sidewalk repairs contemplated herein.

FIREPLACES

Chimneys are to be enclosed in a masonry or EFS type chase.

EXTERIOR BUILDING MATERIALS

All materials proposed to be utilized on the exterior of the home must be submitted to the board for approval. The utilization of natural materials are encouraged; aluminum and vinyl siding are not permitted. T1-11 is prohibited. "Wood" windows shall be required on all homes. Wood windows may be "aluminum clad."

GARAGES

- A. All homes shall have a minimum of three (3) car garages.
- B. Special consideration shall be given to the placement of the garage in an attempt to maximize aesthetics of each particular home in relation to the community.

GENERAL REQUIREMENTS

BASEMENTS, CRAWL SPACES, FOUNDATIONS AND LOT DRAINAGE

All foundations will be either basement or crawl space designated. In general, slab construction will not be approved except as may be considered for minimal special architectural features. All drainage from sump pumps will be discharged to drainage tile or storm drain and shall not drain to the street. Casual water will not be permitted to

stand on any lot. Under no circumstances shall down spouts, sump pumps or any storm water facility be connected to any sanitary sewer service facility. Developer does not make any recommendations as to the advisability of the construction of a basement on the lot. Builder and Owner shall be solely responsible for determining the feasibility and advisability to construct a basement on the property. Builder or Owner shall consult with experts of their choice to advise thereon and acknowledges that Developer makes no representations or warranties regarding the soundness, integrity or freedom of any basement from water leakage or any other problems. Builder and Owner hereby acknowledge the same and absolve Developer from any liability or responsibility with respect to any basement which Builder or Owner decides to build on the Lot. Builder or Owner shall be responsible for adherence and conformance to the site development construction plans for RAVINIA of Fishers as prepared by Schneider Engineering and installation of proper and acceptable finish floor elevations and final site grading of the lot in order to insure proper drainage from the home.

Developer makes no recommendations as to the structural design of any foundation. Soils within Hamilton County vary greatly from lot to lot and even within the same lot. Builder and/or Owner shall be responsible for determining the proper foundation type for each property. Owner and/or Builder acknowledge the same and absolve Developer from any liability or responsibility with the respect to the suitability of subsurface soil conditions on each not.

DEVELOPER INSTALLED FACILITIES AND IMPROVEMENTS

Damage to Developer installed improvements or facilities by Builder or his subcontractors shall be repaired at the expense of the Builder.

LOT MAINTENANCE

Builder shall exercise prudence and care throughout the building process. The Builder shall be responsible for maintenance of each lot so that the lot does not become unsightly during or after construction. This maintenance includes but is not limited to; mowing and weed control, erosion control, trash and debris removal. Trash Dumpsters and Port-a-lets shall be mandatory during the appropriate phase of the building process. These facilities shall be maintained in a manner so as to be a benefit to the project as opposed to a nuisance. Additionally, trash fencing may be required if trash and refuse from a particular project becomes an apparent eyesore. Upon notice from Developer, the Developer reserves the right and the Builder agrees that the Developer may, upon Developer's discretion, perform maintenance upon any lot, the cost of which shall become a lien and encumbrance upon the lot.

MAINTENANCE OF STREETS

Builder shall maintain the streets and keep them free from building materials, refuse, mud and dirt.

COMPLIANCE WITH THE SOIL EROSION CONTROL PLAN

- A. Developer has established and implemented an erosion control plan pursuant to the requirements and conditions of rule 5 of 327 IAC 15, Storm Water Run-Off Associated with Construction Activity. Builder acknowledges that he has received a copy of the plan and agrees to take all erosion control measures contained therein as the plan applies to “land disturbing activity” undertaken by Builder or Builder’s subcontractors and agrees to comply with the terms of the Developers general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as those outlined in the Indiana Handbook of Erosion Control in developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources. Builder shall install and maintain “silt-socks” along the entire curbed perimeter of the lot until such time as appropriate vegetation is in place to prevent erosion into the street.
- B. The Builder and Owner shall indemnify and hold Developer harmless from and against all liability, damage, loss claims, demands and actions of any nature whatsoever which may arise out of erosion or adverse water quality connected with, any work done by Builder, Builder’s employees, agents or subcontractors which is not in compliance with erosion control plan implemented by the Developer. It shall be the responsibility of the Builder to maintain the erosion control plans until completion of permanent erosion control for the Property.

FENCES

See Declaration.

BUILDING PERMIT AND CONSTRUCTION

Builder or Owner shall not apply for a building permit until approval has been granted by the DCC. Construction shall not commence until approval has been granted by the DCC and a building permit has been obtained from the Town of Fishers. The Builder or Owner shall pay all fees applicable to obtaining a building permit including, but not limited to; park impact fees, sewer application and availability and connection fees and any other fees Owner has agreed to pay pursuant to this agreement. Owner shall

be responsible for all monthly service fees to all Public Utilities and any other fees that may be applicable. In the event that any Owner or Builder commences construction of a house on any lot prior to DCC approval, the Developer may require that corrective action be taken up to and including removal of any work and restoration of the lot to its finished, developed state that existed prior to the commencement of building.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The development is further restricted by the Plat for RAVINIA along with the separately recorded Declaration of Covenants, Conditions and Restrictions, applicable building and zoning standards of the Town of Fishers and any State, Federal or Local standards or regulations that may apply.

PROPERTY OWNER ASSOCIATION DUES

Builder shall pay Property Owners Association Dues in compliance with the Declaration of Covenants, Conditions and Restrictions for Ravinia which initial costs will be collected at the time of closing on the lot.

HOME CONSTRUCTION

Builder agrees to commence the construction of a home no later than eighteen (18) months after closing on the home site. This requirement may be amended by written approval from Developer.

SUBJECT TO CHANGE

These Guidelines are subject to change without notice at the discretion of the Developer. Any comments or suggestion to improve these Guidelines so as to improve RAVINIA for the home builders and residents would be greatly appreciated.

ENFORCEMENT

In the event that the Developer, the DCC or the Association is required to enforce any provision in the Architectural Guidelines and Standards or the Declaration, the Developer, the DCC or the Association shall be entitled to recover all costs associated with the enforcement, including but not limited to recording fees and Attorney fees. Accordingly, a lien may be placed on any property deemed necessary in order to assist in the collection of said costs. By taking title to any lot within the Real Estate, any title holder agrees that no suit may be brought against the Developer, the DCC or the Association for any lack of enforcing any provision within this Document or the Declaration.

In witness whereof the undersigned has set their hand and seal, this _____ day of _____, 2006.

Corby D. Thompson, Manager
MRB Development, LLC

Before me, a notary public in and for said County and State, this _____ day of _____, 2006, personally appeared Corby D. Thompson the Manager of MRB, LLC who acknowledges the execution of the foregoing Architectural Guidelines. Witness my hand and notarial seal this _____ day of _____, 2006.

Agreed to herein this _____ day of _____, _____

By: _____

Before me, a notary public in and for said County and State, this _____ day of _____, _____, personally appeared _____, who acknowledges the execution and acceptance of the foregoing Architectural Guidelines. Witness my hand and notarial seal this _____ day of _____, _____.

November 15, 2006