

DECLARATION OF COVENANTS AND RESTRICTIONS

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OF

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EAGLES NEST SECTION 3

Jay Bradley
HENDRICKS COUNTY RECORDER

The undersigned, Trolb, Inc., of Marion County, in the State of Indiana, being the owners of record of all the within described real estate, do hereby lay off, plat and subdivide into lots such tracts in accordance with the within plat. For the purpose of (i) establishing minimum standards pertaining to the development, use, and maintenance of the within described real estate and (ii) insuring the stability of land and improvement values in Eagles Nest Section 3, said owners declare that the standards, covenants and restrictions contained in this Declaration shall be imposed on, apply to, and run with the within described real estate and shall insure to the benefit of, and be a charge upon, the owners and occupants of such real estate.

The within plat shall be known and designated as Eagles Nest Section 3 a subdivision in Brown Township, Hendricks County, in the State of Indiana.

The following standards, covenants and restrictions are established for Eagles Nest Section 3:

1. Land Use and Building Type. No lot shall be used except for residential purposes. No portion of any lot may be sold or subdivided such that there will be thereby, a greater number of houses than the number of original lots platted hereon. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, not to exceed two and one-half stories in height, with an attached private garage for no more than three automobiles.

2. Building Control. No building shall be erected, placed or altered on any lot until the construction plans and the specifications and also a plan showing the location of the structure, have been filed with and are approved by the Building Control Committee as to the quality of workmanship and materials, the harmony of the external design with the existing structures, and as to the location with respect to topography and the finish grade elevations. Any fences, walls, permanent cook-out facilities, fuel tanks and underground utility service entrances; and the layout of the drainage system of any other structures or external facilities must be similarly approved, whether built at the time of the original construction or at any time subsequent to the original construction.

3. Dwelling size. A single level dwelling shall have not less than 1700 square feet of living area exclusive of garages, open porches and basements. A multilevel dwelling shall have not less than 2100 square feet of living area exclusive of garages, open porches, and basements.

4. Dwelling Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building set-back lines shown on the recorded plat. No dwelling shall be located nearer than 10 feet to any side property line. No dwelling shall be located closer than 15 feet to any rear lot line on interior lots. For the purpose of this covenant, eaves and steps shall not be considered as a part of a

building, provided however that this shall not be construed to permit any portion of a building to encroach upon any other lot or easement.

5. Easements for Drainage and Utilities. There are strips of ground shown on the plat as "Utility Easements". Said easements are hereby reserved for public utilities for the installation and maintenance of poles and lines, for telephone and electric power, for underground cables, for sewers, for drains, and for water mains, all serving the lots in said addition. Said easements are likewise reserved for the use of the public for surface water drainage; and are to be maintained by the property owners, as such. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage, at any time, by any proper authority, or by the developer of the subdivision. Said easements shall be for the mutual use and benefits of the owners of all lots in the addition; and the purchasers of said lots shall take title subject at all times to the additional rights of the proper authorities to serve, replace and recondition utilities therein or to install new utilities therein.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structure of a temporary character, such as a mobile home, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. Driveways. All driveways shall be paved and maintained dust free.

9. Vehicle Parking. No boat, housecar, camper or truck larger than 1/2 ton, shall be parked within this section, except for the purpose of loading or unloading. In any event, no such vehicle may be parked in this section for a total of more than 3 days out of any one calendar month.

10. Vegetation. Lot owners shall not permit the growth of weeds and volunteer trees and bushes; and shall keep the lots reasonably clear from such unsightly growth at all times; and the failure to comply shall warrant any other land owner in said subdivision to cut weeds and clear the lot of such growth at the expense of the lot owner, together with a lien against said real estate to the expenses thereof.

11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for trash. No rubbish, garbage or other wastes shall be kept except in sanitary containers. All incinerators or other equipment for the storage or the disposal of such materials shall be kept in a clean and sanitary condition.

13. Fencing. No fence, wall, hedge or shrub planting higher than 18 inches shall be permitted between the front property line and the front building set-back line, except where such shrub or evergreen is a part of the landscaping of the house, in which case the prime root must be within 4 feet of the house.

14. Minimum Grade Line Elevation. A minimum grade line elevation is hereby established for each lot; and no grade line can be constructed lower than said minimum. The minimum elevation shall be shown on the development plan at the Office of the Plan Commission Hendricks County. No house shall be built until the location and the grade line elevation of said house is physically checked on the lot; and is certified by a licensed professional land surveyor or professional engineer.

15. Storage Tanks. Oil or gas storage tanks shall be either buried or located in a house or a garage such that they are completely concealed from out side view.

16. Building Control Committee.

A. Membership-The Building Control Committee is composed of stockholders of TREL B, INC, and an engineer and a real estate broker of their choice. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Agreement by a majority of the Committee members or the designated representative will constitute a Committee approval.

B. Procedure-The owner of a lot or other prospective builder of a dwelling or other structure shall submit, in duplicate, copies of the construction plans and specifications, showing;

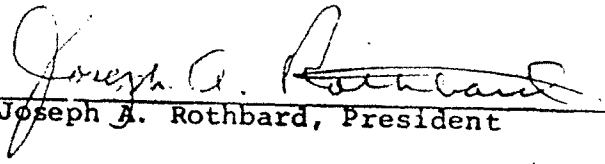
(a) the location of the structure in detail, sufficient for the Building Control Committee to understand and judge the quality of the workmanship, the materials, the harmony of the exterior design with existing structures, and the suitability of its location.

The undersigned person executing this instrument on behalf of the Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute this instrument.

OWNER:

TREL B, INC.

By:


Joseph A. Rothbard, President