

96001227

PLAT, COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, C. P. Morgan Communities L.P., by Mark W. Boyce, Vice President for and behalf of said C. P. Morgan Co., Inc., as Owner of the within described real estate, do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat, the within plat shall be known and designated as Eagles Landing Section 3, a subdivision in Marion County, Indiana.

Public Streets:

The streets and public rights-of-way shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.

Residential Uses:

All lots in this subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof other than the home occupations permitted in the Zoning Ordinance of Marion County, Indiana.

Building Location:

No building or structure shall be located on any lot nearer to the front lot line or nearer to the side street lot line (corner lots) than the minimum building setback lines as shown on the within plat.

Drainage, Utility and Sewer Easements:

There are strips of ground as shown on the within plat marked "D.U. & S.E." (drainage utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies, but not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in this addition, however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Drainage Easements:

There are areas of ground on the plat marked "drainage easements". The Drainage easements are hereby created and reserved: (I) for the use of developer during the "development period", as such term is defined in the declaration of covenants, conditions and restrictions for Eagles Landing ("declaration"), for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and (II) for the nonexclusive use of the association (as defined in the declaration), the Department of Public Works or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas; provided, however, the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision however shall take their title subject to the nonexclusive rights of the Department

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Developer'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, developer shall have the right, but not 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 improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said Real Estate for the expense thereof. Neither the Developer, nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the completion of the development period, the Association shall succeed to the rights of the developer.

Common Area:

There are areas of ground on the plat marked "Common Area". The common areas are hereby created and reserved:

- I. For the common visual and aesthetic enjoyment of the owners
- II. For the use by the Developer during the development period for the installation of retention and detention ponds or lakes, trails, playgrounds, community gardens and nature parklands; and
- III. For the use as retention and detention ponds or lakes, trails, playgrounds, community gardens and nature parklands; and
- IV. For the ownership and use of the association for the management and control of retention and detention ponds or lakes, trails, playgrounds, community gardens and nature parklands, and the installation, maintenance and repair of improvements thereto.

Rear Yard Improvement Envelope:

All homes will be located on the front setback line in order to preserve trees. Each lot contains a rear yard improvement envelope and tree preservation easement to control encroachment and use. The rear yard improvement envelope extends 25 feet from the rear face of each home and runs parallel to the rear side of the home. This area may be utilized by the homeowner for patios, etc., as allowed by the plat covenants and restrictions. The area extending from this 25 feet rear yard improvement envelope to the rear property line is the tree preservation easement and must stay in its natural condition. No trees shall be removed or disturbed in this area. This area is to remain a tree preservation easement. Only those trees that are dead or diseased, posing a hazard to the health and safety of the community may be removed.

EAGLES LANDING

SECTION 3

PART S.E. 1/4 AND N.E. 1/4

SECTION 15-16N-2E

MARION COUNTY, INDIANA

Sight Distance at Intersections:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 9 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 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 10 feet of the intersections of a street right-of-way line with the edge of the driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

Driveways:

All driveways will be paved by the builder at the time of the original construction. Maintenance of driveways thereafter, including resurfacing or repaving shall conform with and be uniform to the surface provided at the time of original construction.

Sidewalks:

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

Signs:

No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the developer may use larger signs during the sale and development of this subdivision.

Animals:

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Motor Vehicles and Trailers:

All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Only passenger cars, station wagons or small trucks (pickups, vans of a size not larger than may be parked within the garage shall be regularly parking on or adjacent to a lot. Also no boat, trailer, camper or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.

Trash and Waste:

No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

Storage Tanks:

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

Water and Sewage:

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields, or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

Antennas:

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Antennas:

No antenna in this subdivision shall exceed five (5) feet above a roof peak.

Satellite Dishes:

No satellite dishes shall be installed or permitted in this subdivision, except those with a diameter of 24 inches or less.

Gutters and Downspouts:

All gutters and downspouts in this subdivision shall be painted or of a colored material other than grey galvanized.

Awnings:

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in this subdivision.

Swimming Pools:

No above ground swimming pools shall be permitted in this subdivision.

Solar Heat Panels:

No solar heat panels shall be permitted on roofs of any structures in this subdivision. All such panels will be enclosed within fenced area and shall be concealed from the view of neighboring lots and the streets.

Storage Sheds and Mini-Barns:

No detached storage sheds or mini-barns shall be installed or permitted in the subdivision.

Modular Homes:

Modular homes shall not be permitted in the subdivision.

Street Access:

All lots shall be accessed from the interior streets of the subdivision. There shall be no direct driveway access to Eagles Landing Boulevard, Hawks Landing Place, Airport Drive and that portion of Waterthrush Drive within Eagles Landing Section 1 with the exception of the Clubhouse or Community Center Facility.

Drainage Swales:

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Department of Public Works. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works. Culverts must be protected especially at the ends by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced.

Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail, after which time, if no action is taken, the City may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

Fencing:

No fence shall be higher than six (6) feet. No fencing shall extend forward at a point which is ten (10) feet behind the furthest back front corner of the residence. Chain link fence must have a brown or black finish and all wood fences shall be painted or stained in a color of the residences. No fences, except those fences installed initially by the developer shall be erected without the prior written consent of the Development Control Committee.

Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof) and all persons or entities claiming under them against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Metropolitan Development Commission, its successor assigns, shall not have right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-AO-13, as amended or any conditions attached to approval of this plat by the Plat Committee.

Term:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Development Standards:

The following development standards apply to Eagles Landing:

- a. Minimum lot width measured at the building setback line - forty five (45) feet
- b. Minimum lot size - six thousand (6000) square feet
- c. Minimum front yard setback - twenty (20) feet from back of curb or sidewalk.
- d. Minimum house size - one thousand two hundred (1200) square feet

successfully enforcing these covenants and restrictions provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants and restrictions.

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- d. Minimum house size - one thousand two hundred (1200) square feet
- e. Minimum side yard setback - five (5) feet, fifteen (15) feet aggregate

In witness whereof, C. P. Morgan Communities, L.P. by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this 27th day of August, 1996

Mark W. Boyce
C. P. Morgan Communities, L.P.
Mark W. Boyce, Vice President

State of Indiana)
) SS:
County of)

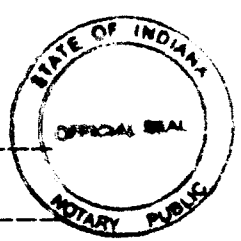
Before me, the undersigned, a Notary Public in and for said county and state, personally appeared C. P. Morgan Communities L.P., Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my signature and Notarial seal this 27th day of August 1996

Notary Public: Beth Ann Hoffmann

My commission expires: 4 MARCH 2000

County of Residence: HAMILTON



This instrument prepared by Mark W. Boyce, Vice President, C. P. Morgan Communities, L.P.