

GLENEAGLES RESTRICTIVE COVENANTS

The undersigned, Prestwick Sales, Inc., owner of the real estate shown and described herein, being part of the land described, conveyed by quit claim deed and recorded as Instrument # 8553, Plat Book 236, pages 525 to 531, inclusively, in the Office of the Recorder of Hendricks County, Indiana on May 7, 1975 do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as GLENEAGLES, an addition to Prestwick, a Planned Unit Development in Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned owner(s) hereby adopts and establishes the following protective covenants, each and all inuring to the benefit of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the same, each grantor and their heirs and/or assigns:

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public. No parking of any motorized vehicles will be permitted on any streets within the development.

2. All lots in this subdivision shall be known, described and shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage and such other out-buildings as are usual and incidental to the use of each lot for single-family residential purposes. No mini barns will be permitted. Lots cannot be re-subdivided into two or more building lots without the express, written consent of the Building Committee.

3. No single-family dwelling, garage, out building, swimming pool, tennis court or other recreational facility shall be erected, placed or altered without the prior written approval of the Building Control Committee to be established in accordance with paragraph 6 of these Subdivision Covenants. Such approval shall be obtained prior to commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finish grade elevations. Approvals will be considered upon the submission of two (2) complete sets of satisfactory plans, including a plot plan, building plans showing floor planing and areas with exterior elevations, specifications, landscape plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

4. No residence, dwelling house, garage, servant's quarters or other structure of any nature will be permitted to use vinyl or aluminum siding as exterior finish construction material. Single story structures will be required to be a minimum of seventy-five (75) per cent masonry. In the case of structures of more than one story, the first story will be required to be sixty (60) per cent masonry composition. Approval by the Building Control Committee to be evidenced by a written instrument and stamped approval executed by the Building Committee and delivered to the person or persons requesting such approval.

5. Every single family dwelling, garage or other structure permitted to be constructed or remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site graded and the yard sodded from the street curbs to the rear of the dwelling structure with lines at right angles extended from the rear building corners to the side yard lot lines. The balance of each lot must be seeded and reasonably landscaped within thirty (30) days after completion of dwelling construction.

During the period of construction of any structure on any lot, the lot shall be kept and maintained in a tidy and orderly manner and no trash or other rubbish shall be permitted to accumulate unreasonably on any such lot. All driveways shall be paved with a permanent hard surface material during the construction of the homesite to maintain the integrity of surrounding properties.

6. The Building Committee shall consist of three members, appointed by GTT Development Co., Inc., hereinafter referred to as the Development Company, its successors or assigns. The members of said committee shall be subject to removal at any time with or without written cause. Any vacancies which occur from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum for an approval or disapproval of any plans submitted and the decision of the majority shall control without exception and their decision shall be final. The Committee shall determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures in the subdivision and in the Planned Unit Development known generally as Prestwick, and whether the building and property set-back lines comply with plat requirements. In the event that the Building Committee does not indicate in writing its approval or disapproval of plans and specifications within a period of 15 days after submission, the Committee shall be deemed to have approved such plans. No charge shall be made to any purchaser of any lot for examination of plans or giving approval as provided. The Building Committee may allow reasonable variance or adjustments of the restrictions hereby established where literal application results in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. Neither the Building Committee nor any agent thereof, nor the Development Company, shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

7. No residence or dwelling shall be constructed on any lot or part thereof unless such residence, exclusive of open porches, attached garages and basements shall have a ground floor area of 2,000 square feet if a one story structure, or 2,600 square feet with a structure higher than one story. Determination of sufficiency and adequacy of the term "ground floor area" with respect to single family dwellings of tri-level, bi-level and one and one-half story design shall rest exclusively with the Building Control Committee. Side entry garages are required on ranches under 2,250 square feet.

8. No trailer, mobile home, shack, tent, basement, garage or other out-building shall be used at any time as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

9. Easements: There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.) "Sewer Easements" (S.E.) and "Utility Easements" (U.E.) either separately or in combination of the three, which

are reserved for the use of the public utility companies and governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide adequate undergound conduit, to serve the needs of this and adjacent ground and/or public drainage system. No structure including fence built upon said easement, which shall obstruct flow from the easement. By acceptance of a deed to a lot, each owner covenants to pay a pro-rata share of the cost to repair and maintain all Dr Easements shown on this plat in the form of easements by the Building Committee. "Sewer Easements" (S.E.) are created for the use of sewer utility or its successors or the local governmental agency jurisdiction over the storm and sanitary waste disposal system of and/or county for the purpose of installation and maintenance of that are part of said system. "Utility Easements" (U.E.) are created for the use of all utility companies, not including transportation companies for the installation and maintenance of mains, ducts, poles, line wires; and also all rights and uses specified for sewer easements designated. All such easements shall include the right of reasonable ingress to and egress from said strips for the exercise of the easement reserved.

10. No residence, dwelling house or any other structure shall be the purpose of carrying on a business, trade, profession or any occupation.

11. "Building Lines" (B.L.) are established as shown on this plat which line and the front lot line no building shall be erected, placed or permitted to remain. No structure or any part thereof built or erected nearer than 15 feet to any side yard line on one side of the lot and the total of both side yards shall not be less than twenty (20) feet the entire width of the lot as measured at the building line, or then 20 feet to any rear lot line.

12. The owners of lots 1, 13, 14 and 15 shall not have access of Ridgehill Way. The owners of lots 16, 17 and 18 shall have an entrance/exit onto Ridgehill Way.

13. No fence, wall, hedge or scrub planting which obstructs sight elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any lot corner within the triangle formed by the street property lines and a line connecting points from the intersection of said street lines, or in the case of a right property corner, from the intersection of the street lines extend same sight line limitations shall apply to any lot within 10 feet intersection of a street line with the edge of a driveway pavement tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to avoid obstruction of such sight lines.

14. The owner of any lot in the Development shall at all times on the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. Additionally each lot owner shall be responsible for maintaining the sightlines of "Drainage Easements" over his respective lot. In the event that the owner of any lot in the Development shall fail to maintain his lot improvements situated thereon in accordance with the provisions of these restrictions, the Building Committee shall have the right, but no obligation, by and through its agents, employees or contractors, 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 conform with the requirements of these restrictions. The cost of such work to the Building Committee shall be collected in any reasonable manner from the owner or owners as determined by the Building Committee, the Building Committee nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance performed thereunder.

15. No noxious or offensive activities shall be carried on or performed on any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the owners of other lots. Any structure permitted to be constructed on any lot which may be in part destroyed by fire, windstorm or for any other reason shall be restored to its previous condition within a reasonable length of time and all debris shall be removed within a reasonable time after the occurrence.

16. The owner of each lot in the Development shall be entitled to and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in certain Declaration Supplemental from time to time, recorded on February 5, 1974, as #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana and as a precedent to ownership of a lot, each owner covenants and agrees to pay annual charges to the Prestwick Services Association, Inc. for the use and enjoyment of Common Areas and Community Facilities.

The amount of the annual charge shall be based on the cost of operation and maintenance of such facilities, exclusive of roadways, street lighting, storm drainage facilities and entrance thereof for the year of assessment and based on the number of lots in the subdivision in proportion to the total of all living units in the Planned Unit Development known as Prestwick, plus all lots in the subdivision. The street lighting, drainage and entrance for the subdivision, the cost of maintenance and operation of such facilities shall be shared equally by each lot owner in the subdivision. Contracts with the public utilities covering operation and maintenance of street lighting will be entered into by Prestwick Community Services Association, Inc. on behalf of the lot owners. Each owner covenants and agrees to pay to Prestwick Community Services Association, Inc., his pro-rata share of the contract charges by utility company including operation and maintenance of aforesaid facilities.

17. No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or properly confined to his particular lot.

18. No camper, motor home, truck, trailer or boat shall be stored in any open public view.

19. No fencing of any type will be permitted within the Subdivision for inground pools. Fencing for pools must be a minimum of six (6) feet high, constructed of material uniform to principal residence except providing a solid visual screen. No chain link fencing will be permitted and all other fencing will require Building Control Committee approval.

20. The right to enforce the within provisions, restrictions and covenants by jurisdiction, together with the right to cause the removal by process of law of structures erected or maintained in violation of these covenants and reserved to the owners of the several lots in this subdivision, their heirs and assigns and the Hendricks County Planning Commission and its successors, who shall be entitled to such relief.

COVENANTS

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are reserved for the use of the public utility companies and governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or public drainage system. No structure including fences, shall be built upon said easement, which shall obstruct flow from the area being served. By acceptance of a deed to a lot, each owner covenants and agrees to pay a pro-rata share of the cost to repair and maintain all Drainage Easements shown on this plat in the form of easements by the Building Committee. "Sewer Easements" (S.E.) are created for the use of the private sewer utility or its successors or the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are part of said system. "Utility Easements" (U.E.) are created for the use of all utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires; and also all rights and uses specified for sewer easements above designated. All such easements shall include the right of reasonable ingress to and egress from said strips for the exercise of the other rights reserved.

10. No residence, dwelling house or any other structure shall be used for the purpose of carrying on a business, trade, profession or any other calling.

11. "Building Lines" (B.L.) are established as shown on this plat between which line and the front lot line no building shall be erected, placed, altered or permitted to remain. No structure or any part thereof shall be built or erected nearer than 15 feet to any side yard line on one side and the total of both side yards shall not be less than twenty (20) per cent of the entire width of the lot as measured at the building line, or nearer than 20 feet to any rear lot line.

12. The owners of lots 1, 13, 14 and 15 shall not have access directly off of Ridgehill Way. The owners of lots 16, 17 and 18 shall have a driveway entrance/exit onto Ridgehill Way.

13. No fence, wall, hedge or scrub 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 lot corner 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 lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. No tree 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 sight lines.

14. The owner of any lot in the Development 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. Additionally, each lot owner shall be responsible for maintaining the sightly appearance of "Drainage Easements" over his respective lot. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Building Committee shall have the right, but not the obligation, by and through its agents, 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 with the requirements of these restrictions. The cost therefore to the Building Committee shall be collected in any reasonable manner from the owner or owners as determined by the Building Committee. Neither the Building Committee nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed thereunder.

15. No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

16. The owner of each lot in the Development shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in certain Declaration as supplemented from time to time, recorded on February 5, 1976, as Instrument #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana and as a precedent to ownership of a lot, each owner hereby covenants and agrees to pay annual charges to the Prestwick Services Assoc. Inc. for the use and enjoyment of Common Areas and Community Facilities.

The amount of the annual charge shall be based on the cost of operation and maintenance of such facilities, exclusive of roadways, street lighting, storm drainage facilities and entrance thereof for the year of such usage and based on the number of lots in the subdivision in proportion to the total of all living units in the Planned Unit Development known as Prestwick, plus all lots in the subdivision. The street lighting, storm drainage and entrance for the subdivision, the cost of maintenance and operation of such facilities shall be shared equally by each lot owner in the subdivision. Contracts with the public utilities covering operation and maintenance of street lighting will be entered into by Prestwick Community Services Association, Inc. on behalf of the lot owners. Each lot owner covenants and agrees to pay to Prestwick Community Services Association, Inc., his pro-rata share of the contract charges by the utility company including operation and maintenance of aforesaid facilities.

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18. No camper, motor home, truck, trailer or boat shall be stored in the open public view.

19. No fencing of any type will be permitted within the Subdivision except for inground pools. Fencing for pools must be a minimum of six (6) foot in height, constructed of material uniform to principal residence exterior and providing a solid visual screen. No chain link fencing will be permitted and all other fencing will require Building Control Committee approval.

20. The right to enforce the within provisions, restrictions and covenants by jurisdiction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns and the Hendricks County Planning Commission and its successors, who shall be entitled to such relief without

being required to show by or through and such (as they may be amended effect until it is agreed part.

21. Invalidation of an judgement or court order restrictiona invalid or

22. Any limitations or time to time if the own thereto. Each amendment and acknowledged by the the facts sufficient to recorded in the Office amendment is subject to Commission.

Witness our hands and a

STATE OF INDIANA)
) SS
COUNTY OF HENDRICKS)

appeared before me, the County and State, Prest acknowledged the execut voluntary act and deed

My commission Expires:

Prestwick Sales, Inc.

By: Jerry M. Hamit
Jerry M. Hamit
Accept: Jerry M. Hamit
Jerry M. Hamit

CERTIFICATION:
Under authority provided in amendments thereto the and the hearing by the Hendricks owner's application for by by section IC 36-7-4-706 been duly approved by said said commission concurring
Accept: Roy M. Olin
Roy M. Olin, Clerk

THIS PLAT
FOR RECO
DATE 5-1

