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**AMENDED AND RESTATED
ROYAL PINE ESTATES SECTIONS ONE, TWO AND THREE
COVENANTS AND RESTRICTIONS**

ADDITION IN MARION COUNTY, INDIANA

Cross Reference:

Section One: Instrument No. 64-44055

Section Two: Instrument No. 65-33790 (Amended by Affidavit
Recorded as Instrument No. 66-7587)

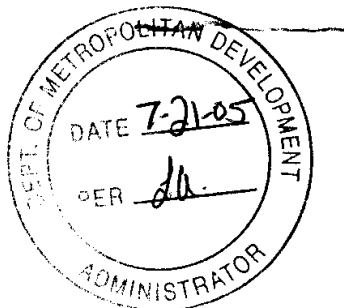
Section Three: Instrument No. 66-40132

EFFECTIVE AUGUST 1, 2005

07/21/05 09:15AM WANDA MARTIN MARION CTY RECORDER JRC 18.00 PAGES: 4

Inst # 2005-0114981

MARTHA A. WOMACKS
MARION COUNTY AUDITOR
589103 JUL 21 05
DULY RECEIVED AND ACCEPTED
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER



Approved 07/19/2005
Washington Township Assessor
By: DRG
Real Estate Deputy

**AMENDED AND RESTATED
ROYAL PINE ESTATES
SECTIONS ONE, TWO AND THREE
COVENANTS AND RESTRICTIONS**

1. The streets shown on the plat and not heretofore dedicated are hereby dedicated to the public .
2. All numbered lots in this Addition shall be designated as residential lots. Only one single-family dwelling and accessory building and not exceeding two stories in height may be erected or maintained on said lots. Minimum house area equals 1200 square feet for one story and 900 square feet for one and one half and two story, exclusive of basement, garages and porches.
3. Front and side building lines are established as shown on this plat between which lines and the property lines of the street; no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 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 or alley line. No tree shall be permitted to remain within such distances of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.
4. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes in any lot in this addition.
5. No noxious or offensive trade shall be carried on upon by any lot in this Addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood .
6. No lot in this subdivision shall be subdivided into a building lot having an area of less than 20,000 square feet.
7. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.
8. There are strips of ground shown on the within plat marked "Drainage and Utility Easements" which are hereby reserved for the use of public utility companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the authority of Marion County, Indiana, and to the easement herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Addition, however, shall take their title subject to the rights of the public utilities and to those of the other owners of lots in this Addition to said easement herein granted for ingress and egress in, along and through the strips of ground so reserved.
9. No building shall be erected, major external modifications made or accessory structure added on any lot until the plans have been approved by the Homeowners Association or its representative. If the construction or modification of any house or accessory structure shall not meet the approval of the Homeowners Association, it shall have the right to prohibit the commencement or continuation of such improvements. The height and location of any garage or accessory building shall be designed and located so as to be compatible with the neighborhood and assist in the preservation of the view of others. All accessory buildings (mini-barns, sheds, etc) shall be screened so as not to be visible from the street and shall be located in the side or back yard.
10. A Royal Pine Homeowners Association shall be formed as a not-for-profit corporation with the power to enforce the existing restrictions, monitor the Marion County D2 zoning laws , maintain our entryways, provide for street snow removal, and other wanted services, and encourage a community atmosphere. Joining the Homeowners Association is only for homeowners within Royal Pines Estates and, upon joining, membership runs with the land.

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11. A yearly fall Homeowners Association meeting shall be held for the election of Directors and Officers and approval of the annual budget (all by majority vote of Members in attendance or by proxy). The agenda and proposed budget will be furnished to all Members not less than two weeks before the scheduled meeting.
12. The Homeowner's Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of these covenants. All major issues will be discussed and resolved by majority vote (in person or by proxy) of the Members at scheduled meetings (with appropriate notice).
13. The Homeowner's Association shall levy annual dues subject to the approval of the annual budget by the Members at the fall meeting. As all money spent is approved by and for the membership, the paying of the dues is mandatory.
14. Any major project that require a special assessment by the Homeowner's Association will require the approval of three-fourths (3/4) of the Members.
15. The Homeowners Association will publish a yearly Directory for Royal Pines that includes a list of Members and non-member homeowners and, when necessary, will provide quarterly status reports to the Members.
16. In the interest of maintaining a viable and attractive community, residents are expected to maintain their houses, garages, accessory building and other appurtenances, e.g., mailboxes, exterior lights and light posts, and fences. Yards are to be reasonably cared for so as not to detract from the overall character of the neighborhood (limit overgrowth, underbrush, weeds, vines, tree debris, street pine straw and other unsightly growths or objects).
17. All fences shall be designed and constructed so as to be compatible with the neighborhood. Construction from wood, iron, stone or similar high quality look alike materials is desirable. Chain link fences are discouraged and, if necessary, must be screened from view from the street.
18. No boats, boat trailers, house trailers, recreational vehicles, trucks or other similar type vehicles shall be stored or permitted to remain on any residential lot unless it is stored or placed in a fully-enclosed garage, except for temporary storage for a period not to exceed 14 days in duration, with such occurrence not to exist more than two times each calendar year. No more than two cars per home will be parked outside over night as a normal occurrence.
19. A vital asset within the Royal Pine Estates is our pine trees and every effort should be made by the Homeowners Association and the homeowners to keep this asset healthy and attractive. Homeowners are encouraged to consult with the Homeowners Association before doing any major cutting, etc of the trees. To assist the Members, the Homeowners Association will acquire some expertise in the care of these trees so it can better assist the Members in caring for their trees.
20. The right to enforce within the provisions, restrictions and covenants by injunction, 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 Homeowners Association. These covenants having been approved by a vote of three fourths(3/4) of the homeowners shall replace the previous covenants and be in full force and effect from and after August 1,2005. Modifications to or termination of the covenants requires approval of three fourths(3/4) of the homeowners. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
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.

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VERIFICATION

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The undersigned, **Russell M. Morgan**, being first duly sworn, on his oath deposes and states that:

1. He is the Secretary of Royal Pine Homeowners' Association, Inc., an Indiana non-profit corporation (herein the "Homeowners' Association"), and has personal knowledge of the facts stated herein.


2. The original plats of Royal Pine Estates Sections One, Two and Three were recorded in the office of the Recorder of Marion County, Indiana as Instrument Nos. 64-44055; 65-33790 (amended by affidavit recorded as Instrument No. 66-7587); and 66-40132 (herein the "Plats").

3. The Plats describe seventy-nine (79) lots in Royal Pine Estates Sections One, Two and Three, which are numbered consecutively from lot number 1 through lot number 79, and contain identical covenants, limitations, and restrictions (herein the "Original Covenants").


4. As provided in the Plats, the Original Covenants have been extended through July 31, 2005, and are subject to change by a vote of the present owners of the lots effective August 1, 2005.

5. The foregoing Amended and Restated Royal Pine Estates Sections One, Two and Three Covenants and Restrictions (herein the "Amended Covenants") have been adopted by the affirmative votes of the present owners of sixty-three (63) lots, constituting more than seventy-five percent (75%) of the total lots in Royal Pine Estates (and each Section thereof), by written ballots executed after due notice to all lot owners and, accordingly, amend, replace and supersede the Original Covenants from and after August 1, 2005.

6. Information concerning the By-Laws of the Association, the admission of additional members, and the status of assessments is available to lot owners, mortgagees, and their duly authorized representatives, upon written request to the Secretary of the Association at its most recent address on file with the Indiana Secretary of State.



Russell M. Morgan

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 18 day of JULY, 2005.


(Notary Public)

My Commission Expires: 11-29-09

Printed: Marvin L. Hackman
Resident of Marion County, IN

This instrument prepared by: Marvin L. Hackman, Attorney
Hackman Hulett & Cracraft, LLP
One Indiana Square, Suite 2400
Indianapolis, IN 46204-2030 

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