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TEMPLE ESTATES - SECTION ONE

COVENANTS

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The undersigned John L. Temple and Ella E. Temple, owners of the real estate described in the preceding page, hereby lay off, plat and subdivide said real estate in accordance with the plat and certificate.

This subdivision shall be known and designated as TEMPLE ESTATES, SECTION ONE and consist of lots numbered 1 through 12 inclusive.

The streets, if not heretofore dedicated, are hereby dedicated to public use.

That the undersigned hereby covenant and bind themselves and their assigns by the following covenants, stipulations, obligations, easements, reservations, rights, powers, and charges, each and all of which shall always be held to run with the aforementioned real estate and incorporated as a part of any deed or conveyance by the undersigned. That all grantees and owners of any part of parcel of said real estate of the aforesaid described real estate and their heirs and assigns, shall be bound by said covenants, stipulations, obligations, easements, reservations, rights, powers or charges, which shall be considered and accepted to run with the land.

1. All lots in this subdivision shall be used for residential purposes according to the zoning restrictions of Residence District 2 per the zoning regulations of the Town of Danville, Indiana, 1963, and as amended, except that no residential structure shall be constructed with less than twelve hundred (1200) total square feet of living area in a single story residence, nor less than one thousand (1000) square feet of living area on the first floor of a two story or multi-level residence. All houses must be 7 1/2 brick.
2. No barn or outbuilding, other than a single tool storage building or mini-barn, not to exceed ten feet (10') by twelve feet (12'), shall be placed or constructed in this subdivision at any time; provided, however, this restriction shall not apply to a garage as referred to in Covenant #14 below.
3. All driveways and parking areas to be constructed in said subdivision of the herein numbered lots shall be constructed either of asphalt or concrete, subject to the local code requirements of the Town of Danville, Indiana. 15" Corrugated Metal Pipes shall be required under each driveway in the front yard swale.
4. All structure shall be completed on the exterior within six (6) months from start of construction, including two (2) coats of paint, stain or varnish on any exterior wood surface. All structures must be completed and site graded, seeded, or sodded, and reasonably landscaped, and driveway hard surfaced within one (1) year from date of start of construction of residence.
5. All purchasers of lots shall take their title subject to any easement granted to any corporation or person for the use of public utilities or drainage facilities. All public utilities and drainage utilities shown on the plat recorded contemporaneously herewith are hereby dedicated to public use. In particular, owners of lots shall not build any structure, erect any barrier, including but not limited to fences, shrubbery, trees, or hedges that may interfere with the public utilities right of ingress and egress to the utility and drainage easements to construct or repair the same. In particular, the owners of the lots, the subdivider and the Town of Danville, Indiana, shall have a right, with or without notice to the lot owners to remove any obstruction in the public utilities easements and the drainage easement.
6. All storage tanks of any kind must be buried underground and must conform with the ordinance of the Town of Danville, Indiana.
7. Utility meters shall be placed or located on the side of, or at the rear of the residence so as to be concealed, insofar as possible, from view from the street.
8. No lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Any waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. No noxious business, trade or enterprises shall be conducted or carried on upon any lot or lots in this subdivision nor shall anything be done thereon which may become an annoyance or be a nuisance to any resident or to the neighborhood at large.
10. Owners of unoccupied lots shall at all times keep and maintain such lots in this subdivision in an orderly manner cause weeds and other growth to be cut and prevent accumulation of rubbish and debris thereon. In the event any lot owner fails to properly cut the weeds and other growth, then any other lot owner may enter on to the premises and cut such weeds and other growth and charge said lot owner a reasonable fee therefor.

11. No animal of any kind shall be kept or bred on any lot in this subdivision except household pets not for commercial purposes. Pets must be confined on the owner's property except when on a leash.
12. Any dwelling and/or garage on any lot in this subdivision which may in whole or in part, be destroyed by fire, windstorm or for any other reason must be rebuilt and all debris removed and the lot restored to a slightly condition with a reasonable time not to exceed six (6) months.
13. No lot owner or other person shall be permitted to live or reside in the basement or other part of an uncompleted residence.
14. All plans for proposed improvements to be placed on any lot must be approved by John L. Temple, Douglas W. Polley and or their assigns and such approval, in writing, shall be obtained before the beginning of construction of such improvements. All residence must incorporate an attached two (2) car (minimum) garage, and the roof of any such residence, garage or other improvement must have at least 6/12 pitch.
15. No lot owner shall contract with any person or firm to build improvements on any lot until such person or firm has been approved in writing by John L. Temple, Douglas W. Polley and or their assigns which approval shall not be unreasonably withheld. Lot owners shall be responsible for immediately removing any construction debris, tree parts or dirt which have been moved from their lot to adjoining lots.
16. The grantor herein, being John L. Temple, Douglas W. Polley and or their assigns reserves the right to build streets in this subdivision or to any annexed territory as may be designed by it's engineer, and to use any lot or parcel which is owned by said corporation for this purpose.
17. No fence shall be extended on the front lawn, or on the side lawn in the case of a corner lot, beyond minimum residence set back lines.
18. No truck of more than three quarter (3/4) ton hauling capacity shall be parked on streets in the subdivision except while making a pick up, delivery, or performing construction or service work.
19. No camper, travel or utility trailer, boat and/or boat trailer, mobile or motor home, motorcycle, all-terrain vehicle or other recreational motor vehicle shall be permitted to remain on any street in the subdivision or lot for more than five (5) days unless kept with a garage or storage building.
20. Other than during initial construction or a remodeling project, no mobile or portable equipment, machinery of any kind, or vehicle, except a maximum of two (2) licensed and operating automobiles or light trucks, not to exceed three quarter (3/4) ton capacity, shall be allowed to remain on any street in the subdivision or lot unless kept within a garage or storage building.
21. No vehicle or machinery may be left disassembled or resting on blocks, jacks or hoists for more than twenty four (24) hours on any street in the subdivision or lot unless kept within a garage or storage utility.
22. Lot owners shall install a public sidewalk across the frontage of the subject lot in accordance with Town specifications within two (2) years of date of purchase or by the date of occupancy of any improvements built on said property which ever comes first. If said sidewalk is not installed within the time limit, John L. Temple, Douglas W. Polley and or their assigns may have it installed and lot owner shall reimburse TEMPLE ESTATES and or D & G Homes for the cost thereof plus an additional 25% supervision fee, payable on demand.
23. No solar panel shall extend more than twelve (12) inches above the surface of the roof to which it is attached.
24. No satellite TV dish may be installed in the front yard of any residence or in the side yard of any residence when located upon a corner lot.
25. No radio or TV antennae or tower of any kind shall extend over ten (10) feet above the roof line of any dwelling or outbuilding on any lot.
26. No above-ground swimming pools shall be permitted in this subdivision. A pool dressing-room not to exceed eight feet (8') by twelve feet (12') shall be permitted in addition to any other out building provided for in Covenant #2.
27. It shall be the responsibility of each lot owner to maintain the front yard swale and rear yard swale. All swales to be maintained per the Town of Danville specifications.

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COVENANTS

These covenants are to run with the lots herein described and shall be binding upon all the parties to such conveyances of said lot or lots and all of the parties claiming under them for a minimum of twenty five (25) years, at which time said covenants may be automatically extended for successive periods of five (5) years at a time if so adopted by a vote of the majority of the then owners of such lots in said subdivision.

Invalidation of any of these covenants by judgement or court order shall in no way or manner affect any of the other provisions which shall remain in full force and effect.

If the parties hereto, or any of the owners of said lots in said subdivision or their assignees, shall violate or attempt to violate any of the covenants herein obtained, it shall be lawful for any person or persons owning any lot or lots in said subdivision or the Town of Danville, Indiana, through it's duly elected representatives to take such actions as may by law or in equity, against the person or persons or corporation violating or attempting to violate any such covenants, or to recover other damages due to such violation. Any judgement rendered in favor of a plaintiff in any such action shall carry with it an award of costs and reasonable attorney's fees for plaintiff's attorney including but not limited to all trial fees and appeal fees which shall attach to and be a lien upon any real estate owned by a defendant or defendants to such action. The Town of Danville, Indiana has been given the right to enforce the Restrictive Covenants along with the owners of the lots and the subdivider for the reason that several of the restrictive covenants directly affect all the citizens of the Town of Danville, Indiana.

STATE OF INDIANA)
)SS:
COUNTY OF HANCOCK)

We, the undersigned John L. Temple and Ella E. Temple owners of the property described in the above caption and that as such owners, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

John L. Temple
John L. Temple

Ella E. Temple
Ella E. Temple

I, Walter F. Reden, a notary public in and for said County and State, do hereby certify that John L. Temple, Ella E. Temple and Douglas W. Polley is and personally known to me to be the same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 22 day of July, 1994.

Walter F. Reden
NOTARY PUBLIC
Resident of Hancock County

Printed Name: Walter F. Reden
My Commission Expires: 7-22-97

DULY ENTERED FOR TAXATION
7-22-94 Walter F. Reden
JUL 22 1994
Walter F. Reden
AUDITOR HANCOCK COUNTY