DECLARATION OF COVENANTS
AND RESTRICTIONS

This Declaration made this [9th] day of [July], 1984, by Ełkes-Vermögens-Verwaltungs-GmbH, formerly known as Erste-Ełkes-Vermögens-
verwaltungs-GmbH, a Corporation organized and existing under the laws of the
German Federal Republic.

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the real estate
located in Marion County, Indiana, more particularly described on sheet
1 of 2 attached hereto and incorporated herein by this reference, upon
which Declarant may, but is not obligated to, construct residential
facilities.

B. Declarant desires to provide for the preservation and enhancement of
the property values in "EAGLE BAY", and to this end desires to
subject the Property to the covenants, restrictions and easements set
forth herein, each and all of which is and are for the benefit and
complement of the lands in the Property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the
Property as they are held and shall be held, conveyed, hypothecated or en-
umbered, leased, rented, used, occupied and improved, are subject to the
following Restrictions, all of which are established for the purpose of
enhancing and protecting the value, desirability and attractiveness of the
Property as a whole. All of the restrictions shall run with the land and
shall be binding upon the Declarant and upon the parties having or acquiring
any right, title or interest, legal or equitable, in and to the Property or
any part or parts thereof subject to such Restrictions, and shall inure to
the benefit of the Declarant and every one of the Declarant's successors in title
to the Property or any part or parts thereof.

1. Definitions. The following terms, as used in this Declaration, unless
the context clearly requires otherwise, shall mean the following:

(a) "D.M.D." means the Department of Metropolitan Development of
Marion County, Indiana, its successors or assigns of any or
all of its rights under this Declaration.

(b) "Declarant" means Ełkes-Vermögens-Verwaltungs-GmbH, the owner
of the Property at the time of the recording of this Declaration,
its successors and assigns to its interest, or any person de-
signated by it in a recorded instrument as having its rights
hereinunder, other than persons purchasing the Property or parts
thereof by deed from Declarant (unless the conveyance indicated
an intent that the grantee assume the rights and obligations of
Declarant.)

(c) "EAGLE BAY" means the name of the Declarant's development of
which the Property is a part thereof.

(d) "Owner" means every person or persons or entity or entities
who is the record owner of a fee or undivided fee interest in
the Property, their heirs, successors, legal representatives
or assignee.

(e) "Property" means the real estate described on sheet 1 of 2.

(f) "Restrictions" means the covenants, conditions, easements and
restrictions and all other provisions set forth in this Declara-
tion, as the same may from time to time be amended.

2. Declaration. Declarant hereby expressly declares that the Property
be held, transferred, sold, conveyed and occupied subject to the
Restrictions.
1. **Definitions.** The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "D.M.D." means the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns of any or all of its rights under this Declaration.

(b) "Declarant" means Eckers-Vermogens-Verwaltungs-GmbH, the owner of the Property at the time of the recording of this Declaration, its successors and assigns to its interest, or any person designated by it in a recorded instrument as having its rights hereunder, other than persons purchasing the Property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant.)

(c) "EAGLE BAY" means the name of the Declarant's development of which the Property is a part thereof.

(d) "Owner" means every person or persons or entity or entities who is the record owner of a fee or undivided fee interest in the Property, their heirs, successors, legal representatives or assignee.

(e) "Property" means the real estate described on sheet 1 of 2.

(f) "Restrictions" means the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same may from time to time be amended.

2. **Declaration.** Declarant hereby expressly declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the Restrictions.

3. **Utility Easements.** There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the Property, to be perpetual hereof, from the date of this instrument by the Declarant, its successors and assigns, full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which shall include cable TV), and such other further public service facilities as Declarant may deem necessary. Provided, however, Declarant shall restore the disturbed area as nearly as is possible to the condition in which it was found. No permanent structures shall be constructed within an easement area.

4. **Plans, Specifications and Locations of Buildings.** No building or structure of any kind, including additions, alterations, fences, screens and walls shall be erected or altered on the Property until the plans and specifications, location and plot plan thereof, in detail and to scale, shall have been submitted to and approved by Declarant in writing before any construction had begun. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any ground included purely aesthetic grounds, in the sole and absolute discretion of Declarant. Declarant shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specification.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of Declarant. The required landscaping and all parking strips and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.
All areas not covered by buildings, structures, paved parking facilities or sidewalks shall be maintained as landscaped areas and shall be maintained in the pavement edge of any abutting streets.

5. Use Restriction. No use shall be permitted on the Property other than the uses permitted in the Park Perimeter - Special District Two (PK-2), of the Park District Zoning Ordinance of Marion County, Indiana, provided, however, that thirty (30) days notice be given to the Declarant of any hearing before the Metropolitan Plan Commission on any proposed use and site and development plan for the Property.

6. Signs. No billboards or advertising signs of any character shall be exhibited in any way on or above the Property or any part thereof or on any improvement thereon without the written approval of Declarant except one profession sign of not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the parcel for sale or rent.

7. Setback Lines. Front building setback lines are hereby established on this plat; no building shall be erected or maintained between the established setback lines and the property lines of the streets.

No residence or attached accessory building shall be erected closer to the side of any lot than 5 feet, with a total aggregate of 13 feet at the building line, whichever is the lesser, except fences, nor shall any residence or attached accessory building be erected closer than 20 feet to the rear yard line. In the event a building is erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundary of the multiple lots.

8. Utility Lines and Antennas. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Declarant. No outside antennas, poles, masts or towers shall be permitted unless approved in writing by Declarant.

9. Accessory or Temporary Buildings. No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by Declarant.

10. Oil and Gas Tanks; Air Conditioners. All oil tanks and bottled gas tanks and bottled gas tanks must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties. Any stationary air-conditioning units must be similarly walled-in, screened or appropriately landscaped.

11. Maintenance of Premises. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or D.M.D. to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof.

12. Nuisances. No nuisance shall be permitted to exist or operate upon the Property.

13. Site Visibility. No fence, wall, hedge, or shrub plating 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 corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a

railroad property owned.
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14. Lot Access. All lots shall be accessed from the interior streets of this subdivision. No access is permitted from Eagle Creek Parkway.

15. Boats, Trucks, etc. No boats, campers, trailers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the Property for more than four (4) hours unless fully enclosed inside a building.

16. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent properties except on days of collection.

17. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed.

18. Animals. No farm animals, fowl, or domestic animals for commercial purposes shall be permitted on the Property. Generally recognized house pets are permitted in reasonable numbers; all pets when outside must be kept under control by their owners and must not become a nuisance to other residents.
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19. Enforcement. Any Owner, Declarant, or D.M.D. shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, or covenants, imposed by this Declaration, but Declarant shall not be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstance be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence or continuation of any violation or violations of the Restrictions. In the event that Declarant or D.M.D. shall deem it necessary to enforce any Restriction, the owner shall pay reasonable attorneys’ fees and court costs if Declarant shall prevail in said litigation.
20. **Duration.** The foregoing covenants and restrictions and any amendments thereto, are for the mutual benefit and protection of all present and future Owners of the property or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by majority vote of those persons who are then the Owners of the Property.

21. **Severability.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or shall lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the Restrictions.

22. The developer, his successors and assigns forever reserves the right to amend any of the above contained restrictions so long as developer owns fee simple title to not more than six of the lots encumbered by the restrictions herein. Any such amendment shall be effective upon the execution of same by developer herein and the filing of same among the public records of Marion County, Indiana.

23. The streets are hereby dedicated to the public.

IN TESTIMONY THEREOF, witness the signature of Declarant this 13th day of July, 1984.

By [Signature]

[Title: Attorney to Memorandum of Eagle Highlands Venture Joint Venture and Management Agreement Recorded March 14, 1983, as Instrument No. 83-1681 in the office of the Recorder of Marion County, Indiana]

By [Signature]

STATE OF INDIANA
COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared Jackson McDaniel, as agent for Eber-Verwaltungs-GmbH, formerly known as Erste-Eber-Verwaltungs-GBR, organized and existing under the laws of Germany, and personally known to me, and witnessed the execution of the within instrument and to the facts hereinafter set forth.