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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR EAGLE POINTE MINOR SUBDIVISION

Johnson County

BOOK 069 PAGE 536

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CROSS REF: BK C PG 634

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RESTRICTIONS FOR EAGLE POINTE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE POINTE ("Declaration"), made this 21st day of MAY, 1995, by Reainco Development Corporation, an Indiana limited partnership (hereinafter referred to as ("Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant Reainco Development Corporation is the owner of certain real estate located in Johnson County, Indiana, more particularly described herein ("Real Estate"); and

WHEREAS, Declarant intends to sell and convey the residential facilities and Lots with Eagle Pointe and desires to subject the Real Estate to certain covenants, conditions, and restrictions ("Covenants") in order to ensure that the development and use of the various Lots on the Real estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate; and

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the covenants shall run with the Real Estate 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 Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant an every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

ARTICLE I.

General Purpose of This Declaration

The Real Estate is hereby subjected to the covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive structures and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate and so as to meet the requirements of certain governmental agencies, all for the purpose of preserving the values of all Lots within Eagle Pointe and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all owners with Eagle Pointe.

ARTICLE II.

General Restrictions

Section 1. Field, i.e. Any field tile or underground drainage which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of Lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

Section 2. 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 Johnson County Board of Works and Safety. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Board of Public Works and Safety.

Section 3. Maintaining Drainage Swales. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage, after which time if no action is taken, the Board of Public Works and Safety will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property. The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall, to the extent not maintained by Johnson County Drainage Board, include but shall not be limited to, the maintenance of all inlet pipes, open ditches, pipes and swales. The costs and expenses of such maintenance which is not provided by the Johnson County Drainage Board of the storm drainage system shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains and other drains serving individual residences on lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the subdivision.

Section 4. Drainage and Utility Easement. The strips of ground shown on the Plat and marked "Drainage and Utility Easement" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wire, drainage facilities subject at all times to the proper authorities and to the easement herein reserve. No permanent or other structures are to be erected or maintained upon said strips

of land; but owners of Lots in his subdivision shall take their titles subject to the rights of the public utilities, and the rights of the owners of other Lots in this subdivision.

Section 5. 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 Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Owner shall maintain their Lot and improvements situated thereon in a manner so as to prevent the Lot or improvements from becoming unsightly.

Section 6. Residential Purpose. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any Lot other than a dwelling not to exceed two (2) stories in height. A dwelling shall have an attached garage of a size to accommodate at least two (2) cars. A walkout basement with at least 1200 square feet of finished area.

Section 7. Exterior. The exterior facing of dwellings placed on Lots in Eagle Pointe shall be preferably masonry. Only cedar, redwood or comparable wood of the same quality shall be permitted in conjunction with masonry for the exterior face of any building.

Section 8. Inoperative Parked Vehicles. At no time shall any unlicensed, inoperative vehicle be permitted on any Lot, Common Area, street or easement unless kept entirely within a garage.

Section 9. Trucks, Boats, Recreational Vehicles. No semi-truck, trailer, boat or trailer, mobile home, or recreational vehicle, or any similar equipment shall be permitted to be kept on any Lot unless kept entirely within a garage.

Section 10. Nuisances. No noxious, obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This provision may be construed to prohibit extremely audible music or activities.

Section 11. Outdoor Storage. No large machinery or equipment shall be permitted to be kept or stored on any lot except with the dwelling.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any lot, except signs used by an approved builder to advertise the property during the construction period, as approved by the Developer. Signs advertising property for rent are specifically prohibited. Violation of this sign restriction will result in Fifty Dollars (\$50.00) per day liquidated damages payable to the Developer until such time as the Homeowners Association owns and is responsible for the maintenance of the common areas, at which time such liquidated damages shall be

payable to the said association. The Developer and/or Homeowners Association shall approve all signs deemed appropriate by the Committee advertising properties for sale, which signs shall be uniform in design & placed as the Committee shall determine proper.

Section 13. Mining Operations. No oil drilling, oil development operation, oil refining quarrying, or mining operations of any kind shall be permitted upon or in and Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use and are housed within the dwelling.

Section 15. Rubbish, Trash and Garbage. Rubbish, trash, garbage or any other waste shall not be allowed to be compiled, accumulated or dumped on any Lot. Garbage and trash shall be kept in appropriate containers which are not visible from the street, except on collection day.

Section 16. Corner Lot. No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between 2.5 and 8 feet above the street, shall be permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

The same sightline limitations shall apply to any lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line. No driveway shall be located within 40 feet of the intersection of two street centerlines or within 70 feet for corner lots.

Section 17. Minimum Living Space. The ground floor of each multi-floor dwelling constructed on a lot, exclusive of one-story open porches, garages and other areas not considered living areas, shall be not less than 1,500 square feet of finished and livable floor area and all 2-story dwellings shall contain not less than 1,500 square feet of living areas on each floor. Any such multi-dwelling shall have not less than an aggregate of 3,000 square feet of finished and livable floor area. In the case of a one-story structure, the ground floor area, exclusive of open porches and garages, shall be not less than 2,500 square feet of finished and livable floor area. Basement floor areas shall not be counted in

the above square footage and shall be in addition thereto. Notwithstanding the foregoing, the Committee may in its discretion approve construction of a dwelling that does not comply with the foregoing requirements if in the Committee's discretion the design and size of the dwelling will be compatible with the other dwellings in the subdivision and will not detract from their value.

Section 18. Outbuildings. No outbuildings of any kind, detached garages, sheds, barns, storage buildings, shacks or tents shall be maintained on any Lot.

Section 19. Driveways and Carports. All driveways must be paved with concrete or asphalt. No carports are permitted.

Section 20. Communication Devices. Satellite dishes, free standing antennas, or any other such visible communication receiving or transmitting devices are prohibited, excepting antennas attached to the dwelling which do not rise above the peak of the roof. An RCA 18" disc is permitted. All power and telephone lines are to be underground.

Section 21. Mail Boxes. All mailboxes in Eagle Pointe shall be uniform in appearance. The style, type and location shall be determined by the Architectural Control Committee (ACC).

Section 22. Wells and Septic Tanks. No water wells shall be drilled on any Lot. Septic tanks shall be prohibited.

Section 23. Swimming Pools. Above-ground pools are prohibited.

Section 24. Construction, Earth-Moving, Excavation. No construction, significant earth-moving, or excavation work of any nature may be conducted on any Lot. No construction shacks or outhouses shall be erected or situated on any lot herein. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after ten (10) days' notice thereof to the owner of the respective Lot the Developer may cause the site to be cleaned and may assess such charges specifically against the owner thereof.

Section 25. Fences, Walls, Barriers. All fences, walls, barriers or like structures must be approved in writing by the Architectural Control Committee prior to their construction. No such structures shall exceed six feet (6') in height. No such structure shall be placed closed to the front Lot line than the front building setback line. No fences of any kind will be allowed in certain areas of Eagle Pointe.

Section 26. Special Assessments for Enforcement. The Homeowners Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the Homeowners Associate or of a lot owner hereunder or under the Declaration, but which such lot owner has not undertaken as required hereunder or o under the Declaration. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of the covenants hereunder of under the Declaration necessitated the action to enforce such covenants or the undertaking of the maintenance or other activity.

Section 27. Prosecution of Violations. It shall be lawful for the Homeowners Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, conditions, provisions, or restrictions contained herein either to prevent such person or persons from doing do, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the lot owner or owners found to be in violation.

Section 28. Completion of Construction. All construction commenced on any lot within the development shall be completed within one hundred eighty (180) days, unless circumstances beyond the reasonable control of the builder and/or owner prevent such. the undersigned and/or Homeowners Association shall have standing and authority to seek an injunction or order for the removal of any materials and partially completed structures in violation of this covenant.

ARTICLE III

Common Areas

There are portions of ground marked "Common Areas" on the within plat which, upon final construction or provision therefor, shall be conveyed by the Developer to the Homeowners Association. All Common Areas, including additional Common Areas at the Developer's option, shall be subject to the applicable covenants and restrictions contained in the Declaration.

THE ROAD will be a private road, which will be maintained by the Homeowners Association of Eagle Pointe. The Park will be a private park, which will be maintained by the Homeowners Association of Eagle Pointe.

ARTICLE IV

Eagle Pointe Architectural Control Committee

Section 1. Appointment of Architectural Control Committee. Declarant shall appoint an Architectural Control Committee to be composed of two (2) members at the discretion of the developer.

Section 2. Construction Approvals. No construction of any building or structure of any kind, including additions, alterations, fences, screens and walls shall begin within Eagle Pointe until the plans and specifications, locations and plot plan thereof, in detail and to scale have been submitted to and approved by the Architectural Control Committee. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory codes, including those relating to building, plumbing, and electrical requirements, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location and plot plan be Declarant may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. Declarant shall not be responsible for any defects in such plans or specifications, or in any building or structure erected according to such plans and specifications.

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 the Architectural Control Committee. The required landscaping and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

Section 3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

Section 4. Liability of Committee. Neither the Committee nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.


Section 5. Inspection. The Committee or its agent may inspect work being performed to assure compliance with the approved plans and this Declaration.

Section 6. Covenants Run With the Land. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming them until January 1, 2020, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the lots, it is agreed to change such covenants and restrictions in whole or in part.

Invalidation of any one of these covenants or restrictions by judgment on a Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

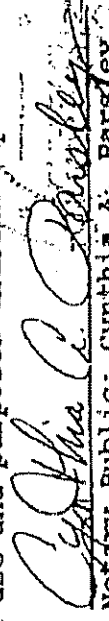
In Witness Whereof, Amarjeet S. Luthra has caused the execution of the foregoing covenants on this 25th day of April, 1995.


 Amarjeet S. Luthra, President
 Rainco Development Corporation

STATE OF INDIANA)
 COUNTY OF JOHNSON)

Personally appeared before me, the undersigned, a notary public in and for said county and state, Amarjeet S. Luthra who acknowledged the execution of the above and foregoing certificate as his voluntary act and deed for the use and purposes therein expressed.

MY Commission Expires:
4/13/97


 Notary Public: Cynthia A. Parsley
 Resident of County of: JOHNSON
 Marion

MAY 5 2 57 PM '95

RECEIVED FOR RECORD,
 BOOK 68 PAGE 236
 JEAN HARMON
 JOHNSON COUNTY RECORDER

PREPARED BY CINDY PARSLEY