

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EAGLE VILLAGE, SECTION 2

This declaration of covenants, conditions and restrictions made this day of 1984, by Parton Development Inc., the owner of Eagle Village Subdivision, and signed by F. (Jim) Parton, President, do hereby certify that we have laid off, platted and subdivided the same into lots in accordance with the above plat.

This subdivision shall be known and designated as EAGLE VILLAGE, SECTION 2, being located in Hendricks County, Indiana. All streets not heretofore dedicated are dedicated to the public.

Front yard set back lines, and side yard set back line on corner lots are to be as shown on the plat, between which lines and the property lines of the street there shall be no building or structure erected or maintained.

"Utility Easements" as shown shall be reserved for the use of the public utilities for the installation of water, sewer, gas, tile, and or electric lines, poles, ducts, pipes etc., on over, under, and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owners of the land at the time said transmission line is to be constructed.

"Drainage Easements" reserved as drainage moles, and said moles are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such moles. All easements shown as Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements.

The area indicated as "Retention Basin Easement" is to be used for retaining storm water and shall not be filled in any way. All restrictions governing drainage easements shall also be in effect in these areas.

No permanent or other structures are to be erected or maintained upon any easement shown on the plat and owners of lots shall take their titles subject to the right of the above described easements.

The Duckeye Pipeline Company Easement is for the restricted as follows: The grantors herein reserves the right to use the above described land except as such use may unreasonably interfere with the enjoyment by the grantee of the right of way herein granted, and the grantors agree that, without the written consent of the grantee, no building or other structure will be erected, created or constructed within 16 1/2 feet of said pipe line or lines. The grantee hereby agrees to pay any damages which may arise from the construction, maintenance, operation, alteration, repair or removal of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantors, their heirs or assigns, one by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

The Texas Eastern Pipeline Easement is restricted as follows: The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not from the date hereof construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

The "Protective Covenants" are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of 18 years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the covenants, by judgment or court order, will in no way effect the other covenants which shall remain in full force and effect.

1. DEFINITIONS:

- A. The word "Lot" shall mean any one of the lots located with the above-described property.
B. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, dish antennas, exterior lighting, or other items constructed on a Lot, and all additions or alterations to any of the foregoing.

2. LAND USE AND BUILDING TYPE - The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single family dwelling, an attached private garage not to exceed four cars, and normal and customary accessory structures exclusive of barn, stable, external storage, detached room, etc. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain the following minimum amount of finished interior living area (exclusive of basements, porches, decks, patios, garages, carports): for a one story dwelling, one thousand eight hundred (1,800) square feet; for a two story dwelling, two thousand four hundred (2,400) square feet.

3. PARTIAL CONSTRUCTION - No foundation or basement of a building shall be constructed on any Lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed (including, without limitation, all landscaping and exterior painting) within 100 days after its commencement. No dwelling shall be occupied until it is completed.

4. STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS - With respect to construction of improvements on any Lot, it is required that the standard of architectural design, materials and workmanship be of superior quality.

5. APPROVAL OF PLANS AND SPECIFICATIONS BY ENVIRONMENT COMMITTEE - No structure shall be erected, placed or (externally) altered on any Lot until the plans and specifications therefore (including elevations, materials, colors, textures, landscaping, and site plan showing the locations of the structure with grading modifications) shall have been filed with the Environment Committee, and approved in writing by such Committee as to quality of material, harmony of landscaping and no duplication of adjacent external design, colors and finishes with existing structures and the surroundings; location with respect to topography and finish grade elevation; protection of existing trees; and conformity with the requirements and the intent of this Declaration. The Environment Committee shall be entitled to retain permanently the submitted copy of such plans and specifications, and all work shall be accomplished in conformity therewith. If, forty-five (45) days after submission of all such plans and specifications, the Environment Committee shall have failed to issue a written approval or disapproval of the same then approved by the Environment Committee shall not be required.

conformity with applicable ordinance

12. REMOVAL OF MATERIAL FROM LOT; AND APRONS - Except for necessary (under this Declaration) of improvements the elevation of any portion thereof shall be approved by the Environment Committee. No owner shall obstruct or divert the flow of water to the Environment Committee. Construct and such construction shall not be

13. MAINTENANCE OF LOT AND FRONT OF ROAD, ROAD SHOULDERS, AND UTILITIES - The Lot owner shall, in connection with any construction of earth, so as to prevent silt and erosion, be cleaned by the Lot owner when dirt or debris; and if the Lot owner cleaning is required, then the Lot owner.

14. GARBAGE AND REFUSE DISPOSAL - Except on days of trash collection other kind, shall be permitted on

15. CONTROL OF DOGS - All dogs shall be kept on leash.

16. USE OF SIGNS, NUMBERS AND EQUIPMENT OUT OF DOORS BEFORE 10

17. LANDSCAPING - No tree, hedge or shrub shall be planted or maintained which shall be a hazard to vehicular traffic.

18. USE OF OUTSIDE CLOTHESLINES - No clotheslines shall be visible from the road or from a

19. FENCES - No fences of any kind shall be erected on any Lot except as follows:
A. Fences for swimming pools shall be approved by the Environment

20. ENVIRONMENT COMMITTEE - The Environment Committee shall be composed of three members appointed by the Declarant. However, at any time prior to the expiration of the term of any member, the Declarant may appoint additional members of the Environment Committee and such additional members shall be entitled to vote until such time as all Lots are sold to the Lot owners.

Each Lot owner shall be entitled to one vote for such Lot shall be exclusive vote be cast with respect to an amendment or modification of any provision of this Declaration after proper and complete presentation in writing. Voting on Committee shall be by majority vote of the members present and authorized.)

21. WAIVER OF RESTRICTIONS - No owner shall be held liable for any violation of such of these restrictions as to be a result of unusual hardship, such as the death of the owner or the chairperson of the Environment

22. ENFORCEMENT - Enforcement of this Declaration shall be by action in equity against any person or entity who either to restrain such violation or to recover damages therefor, or both. Without cost to the Declarant, the Environment Committee shall have the right to sue for its enforcement of its covenants or restrictions, and shall be deemed liable for the costs and attorney's fees.

23. SEVERABILITY - Invalidation of any provision of this Declaration shall not affect the validity of the other provisions hereof.

24. EXCLUSIONS - Notwithstanding to the contrary herein, nothing shall prevent the Declarant or any of

This subdivision shall be known and designated as **EMBLE VILLAGE, DELIGHT 2**, being located in Hendricks County, Indiana. All streets not heretofore dedicated are dedicated to the public.

Front yard set back lines, and side yard set back line on corner lots are to be as shown on the plat, between which lines and the property lines of the street there shall be no building or structure erected or maintained.

"Utility Easements" as shown shall be reserved for the use of the public utilities for the installation of water, sewer, gas, fire, and or electric lines, poles, ducts, pipes etc., on over, under, and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owners of the land at the time said transmission line is to be constructed.

"Drainage Easements" reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swales. All easements shown as Utility Easements are also to be considered drainage easements and are subject to all restrictions of drainage easements.

The area indicated as "Retention Basin Easement" is to be used for retaining storm water and shall not be filled in any way. All restrictions governing drainage easements shall also be in effect in these areas.

No permanent or other structures are to be erected or maintained upon any easement shown on the plat and owners of lots shall take their titles subject to the right of the above described easements.

The **Duckys Pipeline Company Easement** is for the restricted as follows: The grantors herein reserves the right to use the above described land except as such use may unreasonably interfere with the enjoyment by the grantee of the right of way herein granted, and the grantors agree that, without the written consent of the grantee, no building or other structure will be erected, created or constructed within 16 1/2 feet of said pipe line or lines. The grantee hereby agrees to pay any damages which may arise from the construction, maintenance, operation, alteration, repair or removal of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantors, their heirs or assigns, one by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

The **Texas Eastern Pipeline Easement** is restricted as follows: The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not from the date hereof construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

The "Protective Covenants" are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of 18 years unless changes by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the covenants, by judgement or court order, will in no way effect the other covenants which shall remain in full force and effect.

1. DEFINITIONS:

- A. The word "lot" shall mean any of the lots located with the above-described property.
- B. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, dish antennas, exterior lighting, or other items constructed on a lot, and all additions or alterations to any of the foregoing.

2. LAND USE AND BUILDING TYPE -

The lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, an attached private garage not to exceed four cars, and normal and customary accessory structures exclusive of barn, stable, external storage, detached room, etc. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain the following minimum amount of finished interior living area (exclusive of basements, porches, decks, patios, garages, carports): for a one story dwelling, one thousand eight hundred(1,800) square feet; for a two story dwelling, two thousand four hundred (2,400) square feet.

3. PARTIAL CONSTRUCTION -

No foundation or basement of a building shall be constructed on any lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed (including, without limitation, all landscaping and exterior painting) within 100 days after its commencement. No dwelling shall be occupied until it is completed.

4. STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS -

With respect to construction of improvements on any lot, it is required that the standard of architectural design, materials and workmanship be of superior quality.

5. APPROVAL OF PLANS AND SPECIFICATIONS BY ENVIRONMENT COMMITTEE -

No structure shall be erected, placed or (externally) altered on any lot until the plans and specifications therefore (including elevations, materials, colors, textures, landscaping, and site plan showing the locations of the structure with grading modifications) shall have been filed with the Environment Committee, and approved in writing by such Committee as to: quality of material, harmony of landscaping and no duplication of adjacent external design, colors and finishes with existing structures and the surroundings; location with respect to topography and finish grade elevation; protection of existing trees; and conformity with the requirements and the intent of this Declaration. The Environment Committee shall be entitled to retain permanently the submitted copy of such plans and specifications, and all work shall be accomplished in conformity therewith. If, forty-five (45) days after submission of all such plans and specifications, the Environment Committee shall have failed to issue a written approval or disapproval of the same then approved by the Environment Committee shall not be required.

6. TEMPORARY STRUCTURES, BOATS AND TRAILERS -

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, horse trailer, camping trailer, quonset hut, shack or privy, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any lot; provided, that a boat, a commercial or public vehicle, a car, an trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a lot if it is enclosed in a garage, in a manner approved in writing by the Environment Committee.

7. NUISANCE -

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any lot, which may be or become a nuisance to a neighboring owner or resident.

8. USE OF LOTS -

No lot or any part thereof shall be used for the conduct of any business, commerce, or profession, except that, professional use and home occupations as permitted under applicable ordinances of Hendricks County, Indiana, shall be permitted, subject to the requirement of compliance with such ordinances.

9. LIVESTOCK AND POULTRY -

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except family pets, which may be kept, provided they are not kept, bred, or maintained for commercial purposes, and not to create or constitute a nuisance.

10. SIGNS -

No signs, billboards or advertising matter shall be erected or displayed on any lot, except as follows:
A. During construction of a dwelling, one illuminated sign, not exceeding three feet by four feet in dimensions, may be displayed on a lot for the identification of the builder.

THIS DECLARATION, BY IMPROVING the elevation of any portion that Environment Committee. No owner obstruction or diversion of the Environment Committee. Construct and such construction shall not
13. MAINTENANCE OF LOT AND PROTI the road, road shoulders, and at his lot, and agrees to keep the of construction, the lot owner of In connection with any construct of earth, so as to prevent silt applicable governmental laws and be cleaned by the lot owner when dirt or debris; and if the lot a cleaning is required, then the B lot owner.

14. GARBAGE AND REFUSE DISPOSAL except on days of trash collecti other kind, shall be permitted o

15. CONTROL OF DOGS - All dogs tines.

16. USE IF SHMS, HOLEMS AND EQR equipment out of doors before 10

17. LANDSCAPING - No tree, hedg lines for vehicular traffic.

18. USE IF OUTSIDE CLOTHESLINES; visible from the road or from 1

19. FENCES - No fences of any l exceptions:
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20. ENVIRONMENT COMMITTEE - To sold by Declarant to third part However, if any time prior to U additional members of the Envir of Declarant and such additiona until such time as all lots are all lot owners.

Each lot owner shall be entitle vote for such lot shall be each vote be cast with respect to an required under any provision of after proper and complete prep in writing. Voting on Committe notarized.)

21. WAIVER OF RESTRICTIONS - such of these restrictions as: cases of unusual hardship, such chairperson of the Environment

22. ENFORCEMENT - Enforcement in equity against any person either to restrain such violat prosecuted by the Declarant, therein, or both. Without cos of its successors or assigns, from a court of competent juric exists and summarily to abate of the owner of such property. entry shall be deemed liable to these covenants or restriction costs and attorney's fees.

23. SEVERABILITY - Invalidation of the other provisions hereof,

24. EXCLUSIONS - Notwithstand prevent the Declarant or any of enter and remain on the street all to the extent reasonable m

IN WITNESS WHEREOF, the unders


F. (Jim) I

State of Indiana)
County of Hendricks)

Before me the undersigned Notar and acknowledged the execution Witness My Hand and Seal this d

My commission expires 2



The Duckeye Pipeline Company Easement is for the restricted as follows: The grantors herein reserves the right to use the above described land except as such use may unreasonably interfere with the enjoyment by the grantee of the right of way herein granted, and the grantors agree that, without the written consent of the grantee, no building or other structure will be erected, created or constructed within 16 1/2 feet of said pipe line or lines. The grantee hereby agrees to pay any damages which may arise from the construction, maintenance, operation, alteration, repair or removal of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantors, their heirs or assigns, one by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

The Texas Eastern Pipeline Easement is restricted as follows: The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not from the date hereof construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

The "Protective Covenants" are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2006, at which time said covenants shall be automatically extended for successive periods of 18 years unless changes by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the covenants, by judgment or court order, will in no way affect the other covenants which shall remain in full force and effect.

1. DEFINITIONS:

- A. The word "lot" shall mean any off the lots located with the above-described property.
- B. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, dish antennas, exterior lighting, or other items constructed on a Lot, and all additions or alterations to any of the foregoing.

2. LAND USE AND BUILDING TYPE - The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single family dwelling, an attached private garage not to exceed four cars, and normal and customary accessory structures exclusive of barn, stable, external storage, detached room, etc. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain the following minimum amount of finished interior living area (exclusive of basements, porches, decks, patios, garages, carports): for a one story dwelling, one thousand eight hundred (1,800) square feet; for a two story dwelling, two thousand four hundred (2,400) square feet.

3. PARTIAL CONSTRUCTION - No foundation or basement of a building shall be constructed on any Lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed (including, without limitation, all landscaping and exterior painting) within 100 days after its commencement. No dwelling shall be occupied until it is completed.

4. STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS - With respect to construction of improvements on any Lot, it is required that the standard of architectural design, materials and workmanship be of superior quality.

5. APPROVAL OF PLANS AND SPECIFICATIONS BY ENVIRONMENT COMMITTEE - No structure shall be erected, placed or (externally) altered on any Lot until the plans and specifications therefore (including elevations, materials, colors, features, landscaping, and site plan showing the locations of the structure with grading modifications) shall have been filed with the Environment Committee, and approved in writing by such Committee as to: quality of material, harmony of landscaping and no duplication of adjacent external design, colors and finishes with existing structures and the surroundings; location with respect to topography and finish grade elevation; protection of existing trees; and conformity with the requirements and the intent of this Declaration. The Environment Committee shall be entitled to retain permanently the submitted copy of such plans and specifications, and all work shall be accomplished in conformity therewith. If, forty-five (45) days after submission of all such plans and specifications, the Environment Committee shall have failed to issue a written approval or disapproval of the same then approved by the Environment Committee shall not be required.

6. TEMPORARY STRUCTURES, BOATS AND TRAILERS - No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack or pier, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any Lot; provided, that a boat, a commercial or public vehicle, a camp, ng trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a lot if it is enclosed in a garage, in a manner approved in writing by the Environment Committee.

7. NUISANCE - No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any Lot, which may be or become a nuisance to a neighboring owner or resident.

8. USE OF LOTS - No lot or any part thereof shall be used for the conduct of any business, commerce, or profession, except that, professional use and home occupations as permitted under applicable ordinances of Hendricks County, Indiana, shall be permitted, subject to the requirement of compliance with such ordinances.

9. LIVESTOCK AND POULTRY - No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except family pets, which may be kept, provided they are not kept, bred, or maintained for commercial purposes, and not to create or constitute a nuisance.

10. SIGNS - No signs, billboards or advertising matter shall be erected or displayed on any Lot, except as follows:

- A. During construction of a dwelling, one nonilluminated sign, not exceeding three feet by four feet in dimensions, may be displayed on a Lot for the identification of the builder.
- B. A temporary, nonilluminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a Lot.

11. SUBDIVISIONS OF LOTS PROHIBITED - No Lot shall be further divided or resubdivided. Alterations of boundary lines between Lots may be accomplished with the prior written consent of the Environment Committee and in

- 13. CONTROL OF BOYS - All times.
- 14. USE OF SIGNS, MACHINES OR EQUIPMENT OUT OF DOORS BEFO
- 17. LANDSCAPING - No trees, lines for vehicular traffic
- 18. USE OF OUTSIDE CLOTHES visible from the road or f
- 19. FENCES - No fences of exceptions:
 - a. Fences for enclosing shall be approved by the En
- 20. ENVIRONMENT COMMITTEE: sold by Declarant to third However, at any time prior additional members of the E of Declarant and such addit until such time as all Lots all Lot owners.

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22. ENFORCEMENT - Enforceo in equity against any perso either to restrain such vio prosecuted by the Declarant therein, or both. Without of its successors or assign from a court of competent j exists and summary to shal of the owner of such proper entry shall be deemed liable these covenants or restricti costs and attorney's fees.

23. SEVERABILITY - Invalide of the other provisions here

24. EXCLUSIONS - Notwithsta prevent the Declarant or any enter and remain on the sler all to the extent reasonable

IN WITNESS WHEREOF, the unde



F. (Jim)

State of Indiana)
County of Hendricks)

Before me the undersigned Not and acknowledged the executio Witness my Hand and Seal this

My commission expires 2



THIS PLAT HAS BEEN REV
FOR RECORDING
DATE: 3-16-87 
HENE

conformity with applicable ordinances and requirements of Hendricks County, Indiana.

- 12. REMOVAL OF MATERIAL FROM LOT; CHANGE OF NATURAL CONTOUR OF LOT; CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES AND APRONS** - Except for necessary excavations and grading in connection with construction (in conformity with this Declaration) of improvements on a lot, no fill, dirt, muck or rock shall be removed from any lot, nor shall the elevation of any portion thereof be changed in any matter, without the prior written approval of the Environment Committee. No owner of a lot shall cause, suffer or permit the alteration by unusual means, obstruction or diversion of the flow of surface water across his lot, without prior written consent of the Environment Committee. Construction of driveway entrances and aprons shall be the responsibility of the lot owner, and such construction shall not interfere with surface water drainage on or onto the road.
- 13. MAINTENANCE OF LOT AND PROTECTION OF ADJACENT PROPERTY DURING CONSTRUCTION** - Each lot owner shall protect the road, road shoulders, and utility structures from damage related to construction activities with respect to his lot, and agree to keep the roads and driveways clear of equipment and building materials. During all periods of construction, the lot owner shall maintain measures, acceptable to the Declarant, to protect trees from damage. In connection with any construction, the lot owner shall take appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The roads within the subdivision shall be cleaned by the lot owner whenever construction activity on his lot results in a significant accumulation of dirt or debris; and if the lot owner should fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the lot owner.
- 14. GARBAGE AND REFUSE DISPOSAL** - Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collection. No accumulation of storage of litter, construction debris, or trash of any other kind, shall be permitted on any lot.
- 15. CONTROL OF DOGS** - All dogs shall be confined and kept quiet and also securely restrained and leashed at all times.
- 16. USE OF SAWS, MOWERS AND EQUIPMENT BY LOT OWNERS** - The use of chain saws, trim mowers and other noisy equipment out of doors before 10:00 A.M. on Sundays shall be kept to a reasonable minimum.
- 17. LANDSCAPING** - No tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.
- 18. USE OF OUTSIDE CLOTHESLINES** - No clothing, laundry or wash shall be aired or dried on any portion of any lot visible from the road or from another lot.
- 19. FENCES** - No fences of any kind may be erected or constructed on any portion of any lot, with the following exceptions:
A. Fences for swimming pools; provided that such fences shall comply with all Hendricks County ordinances and shall be approved by the Environment Committee.
- 20. ENVIRONMENT COMMITTEE** - The Environment Committee shall consist of Declarant until such time as all lots are sold by Declarant to third parties, at which time the Environment Committee shall consist of all lot owners. However, at any time prior to the sale of all lots, the Declarant, in its sole discretion, may appoint as additional members of the Environment Committee one or more of the owners of the lots then sold, which combination of Declarant and such additional lot owners designated by Declarant shall comprise the Environment Committee until such time as all lots are sold to purchasers, after which time the Environment Committee shall consist of all lot owners.
- Each lot owner shall be entitled to one vote for each lot owned. When a lot is owned by more than one person, the vote for such lot shall be exercised as they (or a majority of them) determine, but in no event shall more than one vote be cast with respect to any lot. Wherever consent, approval, or other action of the Environment Committee is required under any provision of this Declaration, such requirement shall be deemed satisfied if, thirty (30) days after proper and complete presentation of the matter to such Committee, it shall have failed to issue its decision in writing. Voting on Committee matters may be done in person or by proxy (provided the proxy is in writing and notarized.)
- 21. WAIVER OF RESTRICTIONS** - The Environment Committee shall have the absolute right to waive, from time to time, such of these restrictions as it may deem best, as to any one or more of the lots in the said subdivision, in cases of unusual hardship, such waiver shall be evidence by a written document signed and acknowledged by the chairperson of the Environment Committee and the owner or owners of such lot or lots.
- 22. ENFORCEMENT** - Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceeding may be either to restrain such violations or to recover damages or both; and such proceedings may be brought or prosecuted by the Declarant, its successors or assigns, or by any person or persons owning any lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarant or its successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.
- 23. SEVERABILITY** - Invalidation of any of these covenants by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
- 24. EXCLUSIONS** - Notwithstanding any other provisions of the Declaration, nothing herein shall be construed to prevent the Declarant or any other party constructing improvements in conformity and construction equipment to enter and remain on the street or on the lot being improved, or from storing materials and supplies on such lot, all to the extent reasonable necessary to facilitate such construction.

IN WITNESS WHEREOF, the undersigned has set his Hand and Seal this 12th day of JAN., 1987.