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TOWNSHIP
ASSESSOR

PLAT COVENANTS AND RESTRICTIONS
EDEN VILLAGE

Designed, Adams & Marshall, Inc., an Indiana corporation (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently plating and subdividing the Real Estate as shown on the plat for Eden Village, which is filed of record 1995-0073401, 1995, in the office of the Recorder of Marion County, Indiana (together, the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as Eden Village. In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Eden Village, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Eden Village Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or dwellings in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. **PRIVATE STREETS.** The streets within the Subdivision shall be private and shall be located within the thirty foot (30') Private Drive & Utility Easement as shown on the Plat. Such streets shall be maintained by the Association.
2. **COMMON AREAS.** There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.
3. **DRAINAGE, UTILITY AND SEWER EASEMENTS.** There are areas of ground on the Plat marked "Sanitary Sewer Easement", "Utility Easement", "Drainage & Utility Easement" and "Landscape Maintenance Easement". Such Easements are hereby created and reserved (a) for the use of Developer, all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to sanitary sewers, storm sewers and cable television services; and (b) for (i) the use of Developer during the "Development Period" (as such term is defined in the

drainage or appropriate underground installations, for the Real Estate and adjoining property. (ii) the use of the Association and the Departments of Public Works and/or Capital Asset Management of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage systems and for access to and maintenance, repair and replacement of the sanitary sewer system. The owner of any Lot in the Subdivision subject to such easements including any builder, shall be required to keep the portion of said easements on the Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works or the Department of Capital Asset Management and prior written approval of the Developer. The dedication of the easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as provided above, no structures or improvements (except walkways and driveways), including without limitation decks, patios, walkways, or landscaping of any kind, shall be erected or maintained upon said easements.

4. **BUILDING LOCATION.** Building setback lines are established on the Plat. No building shall be erected or maintained within said setback lines of a Lot.

5. **LOT USE.** All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot. No structure shall be erected, placed or permitted to remain on any Lot other than single-family dwellings not to exceed two stories in height. If such dwellings are attached to other dwelling units, then such dwellings shall include one-half (1/2) of the thickness of any party walls separating the unit from another unit.

6. **ACCESSORY AND TEMPORARY BUILDINGS.** No trailers, shacks, outhouse or unenclosed storage sheds or tool sheds of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer during development of the Subdivision or the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the Subdivision or building, as the case may be. No attached storage sheds shall be added to any residential unit.

7. **TEMPORARY STRUCTURES.** No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, garage or outbuilding may be used at any time as a dwelling, temporary or permanent; nor may any structure of a temporary character be used as a dwelling.

8. **NUISANCES.** No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

9. **VEHICLE PARKING.** No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any street or on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view. No

commercial vehicles over three-quarter (3/4) ton or trucks with business signs or logos shall be parked in the Subdivision except inside a garage.

10. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use target signs during the sale and development of the Subdivision.

11. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

12. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, Lot by Lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

13. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

14. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any Lot.

15. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

16. GARAGES, DRIVEWAY AND PARKING SPACE. Each residential dwelling unit shall include at least a one (1) car attached garage and said garage shall have a hard surface driveway large enough to provide for one (1) off-street parking space for said residential dwelling unit.

17. ANTENNA AND SATELLITE DISHES. No outside antennas or satellite dishes except those approved as to size, design and location by the Architectural Review Committee.

18. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

19. FENCING.

(c) No fence shall be erected on or along any Lot line, nor on any Lot without written approval of the Architectural Review Committee.

20. SWIMMING POOLS. No swimming pools shall be permitted in the Subdivision. No hard surfaced sports courts of any kind shall be permitted on any Lot except as approved by Architectural Review Committee.

21. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

22. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to the other property owners in the vicinity of or adjacent to the project.

23. SITE OBSTRUCTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) 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 rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

24. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for any action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and reasonable attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

25. METROPOLITAN DEVELOPEMENT COMMISSION. The Metropolitan Development Commission, its successors and agents shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the Subdivision Control Ordinance, 58-AO-13, as amended, or any conditions attached in approval of the Plat by the Plat Committee.

26. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivision have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

27. TERM. The foregoing Plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2014, and thereafter they shall continue automatically in effect unless terminated by vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

28. SEVERABILITY. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to subscribed this 5th day of May, 1995.

ADAMS & MARSHALL, INC.

By:  President
C. Wilbur Adams, III, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Wilbur Adams, III, President of Adams & Marshall, Inc., an Indiana corporation, who as President of said corporation, acknowledged the execution of this instrument on behalf of such corporation.

Witness my signature and Notarial Seal this 5th day of May, 1995.

My Commission Expires:

May 19, 1996

County of Residence:

Hamilton

Signature *Christine A. Sears*

Printed: Christine A. Sears
Notary Public

EXHIBIT "A"

LAND DESCRIPTION
EDEN VILLAGE

A part of the Southeast Quarter of Section 6, Township 16 North, Range 3 East, Marion County, Indiana, described as follows: Commencing at the southwest corner of said quarter section; thence North 89 degrees 42 minutes 48 seconds West 1,417.82 feet along the south line of said quarter section; thence North 3 degrees 43 minutes 28 seconds East 45.00 feet to the north 45.00-foot right-of-way line of West 56th Street; thence North 89 degrees 42 minutes 48 seconds West 1,090.35 feet along said right-of-way line and parallel with the south line of said quarter section to the east line of a parcel conveyed to Patterson, Johnson, Smith and McDonough by a Certain Deed recorded as instrument No. 85-47923 in the Office of the Recorder of Marion County; thence North 2 degrees 32 minutes 41 seconds East 141.33 feet along the east line of said parcel to the northeast corner of said parcel; thence North 88 degrees 42 minutes 04 seconds West 179.72 feet along the north line of said parcel to the west line of said quarter section; thence North 0 degrees 00 minutes 45 seconds West 871.62 feet along said east line to the north right-of-way line of West 57th Street and the point of beginning of this description, said point of beginning being the southeast corner of Lot 13 in The Gardens North subdivision, the plat of which is recorded in instrument No. 42-15795 in said recorder's office; thence North 0 degrees 05 minutes 48 seconds West 847.21 feet along the west line of said quarter section to the southwest corner of the parcel described in instrument No. 73-80413 in said recorder's office, said corner being South 0 degrees 05 minutes 48 seconds East 953.70 feet, measured along said west line, from the northeast corner of said quarter section; thence South 88 degrees 50 minutes 28 seconds East 885.00 feet along the south line of said parcel and parallel with the north line of said quarter section to the southeast corner of said parcel; thence South 0 degrees 05 minutes 48 seconds East 878.72 feet parallel with the west line of said quarter section to the north right-of-way line of West 57th Street; thence North 89 degrees 42 minutes 48 seconds West 197.71 feet along said right-of-way line; thence along said right-of-way line westerly 71.11 feet along an arc to the left and having a radius of 210.00 feet and subtended by a long chord having a bearing of South 67 degrees 47 minutes 50 seconds West and a length of 21.10 feet; thence South 65 degrees 08 minutes 27 seconds West 215.65 feet along said right-of-way line; thence South 4 degrees 31 minutes 33 seconds East 9.08 feet along said right-of-way line; thence South 85 degrees 08 minutes 37 seconds West 36.00 feet; thence westerly and northwesterly 31.20 feet along an arc to the right and having a radius of 100.00 feet and subtended by a long chord having a bearing of North 85 degrees 11 minutes 30 seconds West and a length of 50.84 feet; thence North 85 degrees 11 minutes 35 seconds West 103.51 feet; thence northwesterly and westerly 64.27 feet along an arc to the left and having a radius of 150.00 feet and subtended by a long chord having a bearing of North 77 degrees 48 minutes 02 seconds West and a length of 83.78 feet to the point of beginning and containing 10.746 acres, more or less. Subject to its easements, restrictions, and rights-of-way of legal record.