

COVENANTS AND DEDICATION

16. The undersigned, owners of real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the plat herein.

This subdivision shall be known and designated as EAGLES LANDING, an addition to White River Township, Johnson County, State of Indiana. This plat received all primary approvals by the Johnson County Plan Commission and the Johnson County Drainage Board under the name of SHOVE CREEK, but it is to be recorded as EAGLES LANDING.

By virtue of the recording of this final plat for EAGLES LANDING, the recorded plat for PONYBAYS MINI-SUBDIVISION, Minor Subdivision No. 85-10-M-1, recorded as Instrument No. 1349 in Plat Book C, Page 140 of the office of the Recorder of Johnson County, Indiana, is vacated and voided. All streets and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

In order to afford adequate protection to all present and future owners of lots and tracts in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all for the benefit of each and every owner of any lot or lots in the subdivision, binding all the same, now and hereafter, and their grantors, their heirs and personal representatives, and where applicable, their successors and assigns.

1. Each lot may be divided into separately designated tracts and each tract may be conveyed as a separately designated legally described feehold estate, subject to the terms, conditions and provisions in these covenants set forth. The tracts shall be delineated and described as a metes and bounds part of the lot of which it is a part, done at such time as the dwellings are complete enough to establish the relationship of the party wall to the lots partner.

2. Lots designated in this plat are hereby reserved for attached single-family residential use and will have erected thereon dwellings which shall share a common wall or walls with a smaller single-family structure or structures on the lot, such common wall comprising as part of the common tract lines between such tracts. Each wall which is built as a part of the original construction of the houses upon the lots and connects two dwelling units shall constitute a common wall or party wall, and to the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding common walls or party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Hereafter, the terms common wall and party wall shall be used interchangeably.

2A. The division wall between any tract described herein and the tract immediately adjoining it shall be a common wall or party wall and the adjoining landowners shall have cross easements in the wall, and the wall shall be used for the joint purposes of the buildings separated by it.

2B. Should the common wall or party wall, at any time while in use by both parties as aforesaid, be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the common wall be injured by an act or omission of either party, the wall shall be repaired or rebuilt at the expense of the party deemed responsible for the aforesaid act or omission.

2C. This common wall covenant and the covenants herein contained, shall run with both parcels of land utilizing the common wall, but shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights to a common wall being the sole purpose hereof.

2D. In the event of a dispute or controversy as to any matter within or arising out of these covenants, such dispute or controversy shall be submitted to the arbitration of the building committee, and the arbitration of such matters shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.

3. Lots are subject to drainage easements, sewer easements, and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies and governmental agencies as follows: A) Drainage Easements (D.F.) are created to provide paths and courses for area and local storm drainage, either overlaid or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other land included within Eagles Landing subdivision, upstream or downstream, affected by such use. (B) Sewer Easements (S.F.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition of the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easements (U.F.) are created for the use of public utility companies, not including transportation companies, for the installation, maintenance, repair and replacement, of mains, ducts, poles, lines and wires, meters and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of the rights, including reading of the meters. No structure, including fences, shall be built on any drainage, sewer or utility easement.

4. No building, or other structure shall be erected, placed upon, altered, or repainted on any lot in this subdivision until building plans, specifications, plot plans, and color schemes have been approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the building with respect to topography and finished ground elevation by an Architectural Control Committee composed of 3 members appointed by declarant, or by their successors, in the event of the death, disability or resignation of any member of said committee, any remaining member or members shall have

full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plan submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval. Neither the Architectural Control Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death, disability or resignation of all of the original members of the Architectural Control Committee, the owners of the lots, by a majority, shall elect a new building committee for the purposes set forth in these covenants.

5. Front building lines (B.L.) are hereby established, between which lines and the front property lines, no permanent or other structure, other than drives, shall be erected and maintained. Side and rear building lines are established in accordance with the zoning ordinances applicable to the subdivision and variances therefrom as may have been granted by the Johnson County Plan Commission or Johnson County Board of Zoning Appeals.

6. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

7. No fence, wall, mail box and post, hedge or shrub planting 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 right-of-way 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 tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property. Furthermore no fence or wall or mail box post shall be erected placed or altered on any lot or within the development unless previously approved by the Architectural Control Committee in writing. Said committee approval shall be obtained and governed by the provision of paragraph 4 of these covenants.

8. Driveways shall be hard surfaced with either concrete or asphalt. Any changes and alterations of structures or driveways are subject to Architectural Control Committee approval.

9. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

10. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

11. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

12. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become and annoyance or nuisance to the neighborhood.

13. No private, or semi-private water supply or sewage disposal system, may be located upon any lot in this subdivision which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located, or constructed on any lot or lots herein, except as approved by said health authority.

14. The repair or storage of inoperative motor vehicles, or material alteration of motor vehicles shall not be permitted on any lot, unless entirely within a garage, permitted to be constructed by these covenants.

15. No school, preschool, day-care facility, church or similar institution of any kind shall be maintained, conducted or operated upon any lot.

16. No exterior lighting shall be directed outside the boundaries of any lot nor shall any lighting be used which constitutes more than normal convenience lighting, unless the same is approved by the building committee.

17. No signs of any nature, including for sale or for rent signs, or other advertisement, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the building committee, or as used by the undersigned, and its agents in the development of the properties, and the maintenance thereof during such development.

18. All television or other antennas shall be affixed to improvements located on the respective lot involved. No free-standing antennas for any purpose shall be permitted unless approved by the building committee. No outside television antennas will be permitted if a master antenna is available for a lot.

19. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the properties. All trash, garbage and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the building committee.

19A. It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Johnson County Drainage Board and the requirements of all drainage permits for the plat issued

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those agencies. Failure to so comply, including failure, to comply with the approved grading plan and Federal Housing Administration lot grading regulations and recommendations, or construction of any building area, including basements, below the minimum pad elevation shown on the drainage plan, shall operate as a waiver and release of the developer and his agents from all liability as to damage caused by storm waters and storm drainage.

19B. 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, filled or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as sodded grass-ways, 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 Johnson County Drainage Board.

19C. 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 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board 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.

19D. No foundation drain, downspout, sump pump, floor drain, or storm water of any type is to be discharged into the sanitary sewer system.

20. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building process, after which time, the building committee may re-enter, take possession of said lot, without notice, sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of said lot at the time of sale.

21. Lot owners shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonably clear from unsightly growth at all times. Failure to comply shall warrant the building committee to cut weeds and clear the lot of such growth at the expense of the lot owner, and the building committee shall have a lien against said real estate for the expense thereof.

22. Any gas or oil storage tanks used in connection with a lot shall be either buried, or located in a garage or house, in such a manner that they are completely concealed from public view.

23. It is expressly understood that the building committee may make assessments to cover any costs incurred in enforcing these covenants, or in undertaking any maintenance or other activity which is a responsibility of a lot owner, but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants has necessitated the action to enforce these covenants or the undertaking of the maintenance, or other activity.

24. There shall be formation of an Indiana not-for-profit corporation, Eagles Landing Association, Inc., and each owner of every lot in this subdivision shall and does by the acceptance of ownership thereof, as a condition precedent to ownership agree to hold membership and pay assessments to Eagles Landing Association, Inc., in accordance with the articles of incorporation and bylaws of the Association and the declaration of covenants and restrictions. The purposes for which the corporation is formed are:

- A. Promote the health, safety, and welfare of the members and residents of Eagles Landing Association, Inc., a residential subdivision.
- B. Fix assessments or charges levied against the properties and the owners of lots therein.
- C. Enforce any and all covenants, restrictions, and agreements applicable to the properties.
- D. Supplement municipal services and maintain and operate street lights, street signs, entrance signage and any applicable easements.
- E. To own any common utility easements, improvements, or property to include, but not limited to, the sanitary sewer lines that are of benefit to the owners and members of the association.
- F. Such other matters as are deemed appropriate by Eagles Landing Association, Inc.

25. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in a manner herein provided. All such assessments, together with the interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid with thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than twelve per cent (12%) per annum. The building committee, or any member thereof, shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney fees, incurred by the building committee, or such member, in collecting the same. If the building committee has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the building committee may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or

otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The building committee shall, upon demand, at any time, furnish a certificate in writing, signed by a member of the building committee, that the assessments on a lot have been paid, or that certain assessments remain unpaid, as the case may be. Such certificates that be conclusive evidence of payment of any assessment therein stated to have been paid. Any easement granted herein or any property shown on the within easement granted herein or any property shown on the within plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge and lien created herein.

26. The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the building committee, and the owners of the lots in the subdivision, their heirs and personal representatives, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the building committee, or to any other owner or owners. The right of enforcement of the covenants is hereby also granted to the Plan Commission of Johnson County, its successors or assigns.

27. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Johnson County Recorder's Office. Except as the same may be amended from time to time, the foregoing covenants will be in full force and effect until December 7, 2012, at which time they will be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners it is agreed that these covenants shall terminate in whole or in part.

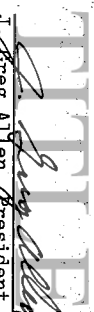
28. The Johnson County Board of Commissioners do not enforce these subdivision covenants.

29. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

30. The real estate to which these covenants apply is situated in Johnson County, State of Indiana, and is more particularly described on the plat.

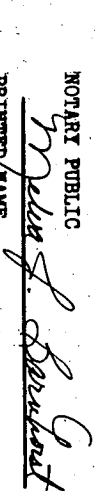
31. The terms Architectural Control Committee and building committee are throughout these covenants and are interchangeable. They shall both refer to the committee as detailed in paragraph four of these covenants.

IN WITNESS WHEREOF, J. Greg Allen Builder, Inc. has caused the execution of the foregoing covenants on this 17th day of Dec., 1987.


J. Greg Allen, President
For J. Greg Allen Builder, Inc.

STATE OF INDIANA
COUNTY OF Johnson
I, THE UNDERSIGNED, A NOTARY PUBLIC,
DULY COMMISSIONED IN THE STATE OF INDIANA
TO TAKE ACKNOWLEDGMENTS AND ADMINISTER
OATHS CERTIFY THAT J. Greg Allen
REPRESENTING

J. Greg Allen Builder, Inc.
PERSONALLY APPEARED BEFORE ME AND AC-
KNOWLEDGED THE EXECUTION OF THE FORE-
GOING INSTRUMENT AS HIS/HER/ THEIR AUTHO-
RIZED ACTS, THIS 17TH DAY OF
December, 1987.

NOTARY PUBLIC

PRINTED NAME
MEVVA J. BARNHART
MY COMMISSION EXPIRES April 1, 1990
COUNTY OF RESIDENCE Johnson

30378

AMENDMENT TO COVENANTS FOR

EAGLES LANDING

The covenants of Eagles Landing, a residential subdivision in White River Township, Johnson County, Indiana, recorded in Plat Book C Pages 319A and 319B, are hereby amended as provided herein.

The covenants numbered 1, 2, 4, 25 and 26 as set out on Page 319B of the above referenced recording are hereby amended in their entirety to read as follows:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one (1) detached single-family dwelling not to exceed two (2) stories in height with an attached private garage for not less than two (2) nor more than three (3) cars. Carports with open sides shall not be permitted. All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways shall be permitted.
2. All dwellings constructed upon any lot in this development shall conform to the following minimum living area requirements exclusive of open porches, garages and other areas not considered living area:
 - a. The ground floor of all single story dwellings shall contain not less than 1400 square feet of living area.
 - b. The ground floor of two (2) story dwellings shall contain not less than 1000 square feet of living area, and the total living area of the dwelling shall be not less than 2000 square feet.

Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Planning and Zoning of Johnson County, Indiana shall not issue an Improvement Location Permit for any lot in this development unless the building and site plans presented by the lot owner have been approved by and bear the stamp of the Architectural Control Committee or its duly authorized representative pursuant to Section 4 hereof, which approval and stamp shall be in substantially the following form:

THIS SITE AND/OR BUILDING PLAN FOR LOT _____ IN EAGLES
LANDING HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION.

EAGLES LANDING ARCHITECTURAL CONTROL COMMITTEE

BY: _____

4. No building or other structure shall be erected, placed or altered on any lot in this subdivision until building plans, specifications and plot plans have been approved as to the conformity and harmony of external design and quality of materials with existing structures within the subdivision, and as to the building with respect to topography and finished ground elevation by an Architectural Control Committee composed of three members appointed by declarant, or by their successors. In the event of the death, disability or resignation of any member of said committee, any remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plan submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval. Neither the Architectural Control Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death, disability or resignation of all of the original members of the Architectural Control Committee, the owners of the lots, by a majority, shall elect a new building committee for the purposes set forth in these covenants.

Notwithstanding the restriction set out in Section 2 hereof, the Architectural Control Committee shall have the authority to grant a waiver and approve plans for construction of a dwelling with square footage below the minimums set out above, where, in the opinion of the Committee, such plans will not detract from the value of the other lots in the subdivision and where such plans are architecturally compatible in design and materials with the remaining existing and proposed development of Eagles Landing. Provided, however, that any owner requesting approval of plans for a dwelling with square footage of less than that required by the Johnson County Zoning Ordinance shall obtain the approval of the Johnson County Board of Zoning Appeals.

25. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in a manner herein provided. All such assessments, together with the interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the date at a percentage

rate not greater than twelve per cent (12%) per annum. The Eagles Landing Association, Inc. (hereinafter "Association"), or any member thereof, shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessments, plus any expenses or costs, including attorney fees, incurred by the Association, or such member, in collecting the same. If the Association has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may by waiver or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessments lien on such lot. Sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon demand, at any time, furnish a certificate in writing, signed by a member of the Association, that the assessments on a lot have been paid, or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

26. The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Association, the owners of the lots in subdivision, their heirs and personal representatives, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Association or to any other owner or owners. The right of enforcement of the covenants is hereby also granted to the Planning Commission of Johnson County, its successors or assigns.

In all other respects, the covenants previously recorded shall remain in full force and effect.

In witness whereof, the undersigned, being the owner of all lots in Eagles Landing, has caused the execution of this Amendment this 15 day of July, 1988.

J. Greg Allen, Inc. Builder, Inc.

by: J. Greg Allen, President
J. Greg Allen, President

STATE OF INDIANA)
COUNTY OF Johnson) SS:

Subscribed and sworn to me this 25th day of July 1988.

Melba T. Bankhart
Notary Public, Melba T. Bankhart
Resident of Johnson County, IN

My Commission Expires:

April 1, 1990

This document prepared by:
Deborah D. Robertson, Attorney-at-Law
300 South Madison Avenue, Suite 400
P.O. Box 405
Greenwood, Indiana 46142
(317) 888-1121

EAGLES

CHICAGO TITLE

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RECEIVED FOR RECORD
BOOK 60 PAGE 668
JACQUILINE E. KELLER
JOHNSON COUNTY RECORDER

