

Hendricks Co.

TEMPLE ESTATES - SEC COVENANTS

The undersigned John L. Temple and Ella E. Temple, owners of the real estate described in the preceding page, hereby lay off, plat and subdivide said real estate in accordance with the plat and certificate.

This subdivision shall be known and designated as TEMPLE ESTATES, SECTION TWO, and consists of lots numbered 13 through 42, inclusive.

The streets, if not heretofore dedicated, are hereby dedicated to public use.

That the undersigned hereby covenant and bind themselves and their assigns by the following covenants, stipulations, obligations, easements, reservations, rights, power, and charges, each and all of which shall always be held to run with the aforementioned real estate and incorporated as a part of any deed or conveyance by the undersigned. That all grantees and owners of any part of parcel of said real estate of the aforesaid described real estate and their heirs and assigns, shall be bound by said covenants, stipulations, obligations, easements, reservations, rights, powers and charges, which shall be considered and accepted to run with the land.

- All lots in this subdivision shall be used for residential purposes according to the zoning restrictions of Residence District 2 per the zoning regulations of the Town of Danville, Indiana, 1963, and as amended, except that no residential structure shall be constructed with less than thirteen hundred (1300) total square feet of living area in a single story residence, nor less than one thousand (1000) square feet of living area on the first floor of a two story or multi-level residence. Exterior of all houses must be 75% brick.
- No barn or outbuilding, other than a single tool storage building or mini-barn, not to exceed ten feet (10') by twelve feet (12'), shall be placed or constructed in this subdivision at any time; provided, however, this restriction shall not apply to a garage as referred to in Covenant #14 below.
- All driveways and parking areas to be constructed in said subdivision of the herein numbered lots shall be constructed either of asphalt or concrete, subject to the local code requirements of the Town of Danville, Indiana.
- All structure shall be completed on the exterior within six (6) months from start of construction, including two (2) coats of paint, stain or varnish on any exterior wood surface. All structures must be completed and site graded, seeded, or sodded and reasonably landscaped, and driveway hard surfaced within one (1) year from date of start of construction of residence.
- All purchasers of lots shall take their title subject to any easement granted to any corporation or person for the use of public utilities or drainage facilities. All public utilities and drainage shown on the plat recorded contemporaneously herewith are hereby dedicated to public use. In particular, owners of lots shall not build any structure, erect any barrier, including but not limited to fences, shrubbery, trees, or hedges that may interfere with the public utilities right of ingress and egress to the utility and drainage easements to construct or repair the same. In particular, the owners of the utilities, the subdivider and the Town of Danville, Indiana, shall have a right, with or without notice to the lot owners to remove any obstruction to the public utilities easements and the drainage easement.
- All storage tanks of any kind must be buried underground and must conform with the ordinance of the Town of Danville, Indiana.
- Utility meters shall be placed or located on the side of, or at the rear of the residence so as to be concealed, insofar as possible, from view from the street.
- No lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Any waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- No noxious business, trade or enterprise shall be conducted or carried on upon any lot or lots in this subdivision nor shall anything be done thereon which may become an annoyance or be a nuisance to any resident or to the neighborhood at large.
- Owners of unoccupied lots shall at all times keep and maintain such lots in this subdivision in an orderly manner cause weeds and other growth to be cut and prevent accumulation of rubbish and debris thereon. In the event any lot owner fails to properly cut the weeds and other growth, then any other lot owner may enter on to the premises and cut such weeds and other growth and charge said lot owner a reasonable fee therefore.
- No animal of any kind shall be kept or bred on any lot in this subdivision except household pets not for commercial purposes. Pets must be confined on the owner's property except when on a leash.
- Any dwelling and/or garage on any lot in this subdivision which may in whole or in part, be destroyed by fire, windstorm or for any other reason must be rebuilt and all debris removed and the lot restored to a slightly condition with a reasonable time not to exceed six (6) months.
- No lot owner or other person shall be permitted to live or reside in the basement or other part of an uncompleted residence.
- All plans for proposed improvements to be placed on any lot must be approved by John L. Temple, Douglas W. Polley and/or their assigns, and such approval in writing, shall be obtained before the beginning of construction of such improvements. All residence must incorporate an attached two (2) car (minimum) garage, and the roof of any such residence, garage or other improvement must have at least 6/12 pitch.
- No lot owner shall contract with any person or firm to build improvements on any lot until such person or firm has been approved in writing by John L. Temple, Douglas W. Polley and/or their assigns which approval shall not be unreasonably withheld. Lot owners shall be responsible for immediately removing any construction debris, tree stumps or dirt which have been moved from their lot to adjoining lots.
- No fence shall be extended on the front lawn, or on the street side lawn in the case of a corner lot, beyond minimum residence set back lines.
- No truck of more than three quarter (3/4) ton hauling capacity shall be parked on streets in the subdivision except while making a pick up, delivery, or performing construction or service work.
- No camper, travel or utility trailer, boat and/or boat trailer, mobile or motor home, motorcycle, all-terrain vehicle or other recreational motor vehicle shall be permitted to remain on any street in the subdivision or lot for more than five (5) days unless kept within a garage or storage building.
- Other than during initial construction or remodeling project, no mobile or portable equipment, machinery of any kind, or vehicle, except a maximum of two (2) licensed and operating automobiles or light truck, not to exceed three quarter (3/4) ton capacity, shall be allowed to remain on any street in the subdivision or lot unless kept within a garage or storage building.
- No vehicle or machinery may be left disassembled or resting on blocks, jacks or hoists for more than twenty four (24) hours on any street in the subdivision or lot unless kept within a garage or storage building.
- Lot owners shall install a public sidewalk across the frontage of the subject lot in accordance with the Town specifications within two (2) years of date of purchase or by the date of occupancy of any improvements built on said property which ever comes first. If said sidewalk is not installed within the time limit, John L. Temple, Douglas W. Polley and/or their assigns may have it installed and lot owner shall reimburse TEMPLE ESTATES and/or D & G HOMES for the cost thereof plus an additional 25% supervision fee, payable on demand.
- No solar panel shall extend more than twelve (12) inches above the surface of the roof to which it is attached.
- No satellite TV dish may be installed in the front yard of any residence or in the side yard of any residence when located upon a corner lot.
- No radio or TV antennae or tower of any kind shall extend over ten (10) feet above the roof line of any dwelling or outbuilding on any lot.
- No above-ground swimming pools shall be permitted in this subdivision. A pool dressing-room not to exceed eight feet (8') by twelve feet (12') shall be permitted in addition to any other out building provided for in Covenant #2.
- It shall be the responsibility of each lot owner to maintain the front, side and rear yard swales. All swales to be maintained per the Town of Danville specifications.

- Retention Lots and Section retention subdivision maintenance area shall be 36, 37 (Area Lot created)
1. Solely for the use of the lot;
2. For the use of the lot or a

Each owner covenant retention conveyance the responsibility to pay a or upkeep assessments of collect also be the responsibility of the owner.

Any repair area shall of the on lot having the extent the cost and the maintenance expense to be equally retention prorata at owner shall notice for such repair.

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SECTION TWO

ANTS

27. Retention areas for lots 25, 26, 36, 37 and 38. Lots numbered 25,26,36,37 and 38 in Temple Estates, Section Two, shall be encumbered by or adjoin a retention area as depicted on the plat of the subdivision. The obligation and responsibility for maintenance, repair and upkeep of the retention area shall be borne by the owners of lots 25, 26, 36, 37 and 38 (hereinafter designated as "Retention Area Lots"). The said retention area is hereby created and reserved:

- 1. Solely for the common visual and anesthetic enjoyment of the owners of the retention area lots;
2. For the use as a retention and detention lake or area.

Each owner of a retention area lot hereby covenants, and each subsequent owner of one of the retention area lots, by acceptance of a deed of conveyance shall be deemed to covenant and agree to the responsibility and obligation of the repair, maintenance and upkeep of said retention area and to pay a prorata share of such repair, maintenance or upkeep as established herein. Any such assessment, together with interest thereon and cost of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Any repair, maintenance or upkeep of the retention area shall require written consent from a majority of the owners of the retention lot areas, with each lot having one vote. Such majority may establish: the extent of any repair, maintenance or upkeep; the cost for such repair, maintenance or upkeep; and the time frame within which such repair, maintenance or upkeep shall be completed. The expense of such repair, maintenance or upkeep shall be equally borne between the owners of the retention area lots, i.e. 1/5 to each lot. The prorata share due from each retention area lot owner shall be due within 10 days after written notice for payment by the majority who has sought such repair, maintenance or upkeep.

Any owner who fails to pay the prorata share of the expense attributable to repair, maintenance or upkeep of the retention area may have action brought against them for the prorata share, including costs, interest and attorney fees for the successful party. Any such prorata cost shall be a charge upon the land and shall be a continuing lien upon the property against which assessment is made. However, the lien of any prorata share shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the retention lots.

Any of the retention area lots owned by the undersigned, as Developers of Temple Estates, Section Two, for sale or resale, is exempt from the obligations, responsibilities and prorata share established for the retention area.

A majority of the retention area lot owners shall establish rules and regulations among themselves for the retention area concerning docks, paddle boats or other boats, trapping, hunting, fishing and other facets of enjoyment for the retention lot owners. However, each owner is hereby declared to have equal lake rights, but with access only from each respective retention area lot.

The undersigned further establish a 15 foot ingress-egress easement adjoining the water line of the retention area which ingress-egress area shall provide access for the retention area lot owners and the Town of Danville to provide repair, maintenance and upkeep of the retention area.

These covenants are to run with the lots herein described and shall be binding upon all the parties to such conveyances of said lot or lots and all of the parties claiming under them for a minimum of twenty-five (25) years, at which time said covenants may be automatically extended for successive periods of five (5) years at a time if so adopted by a vote of the majority of the then owners of such lots in said subdivision.

Invalidation of any of these covenants by judgement or court order shall in no way or manner affect any of the other provisions which shall remain in full force and effect.

If the parties hereto, or any of the owners of said lots in said subdivision or their assignees, shall violate or attempt to violate any of the covenants herein obtained, it shall be lawful for any person or persons owning any lot or lots in said subdivision or the Town of Danville, Indiana, through it's duly elected representatives to take such actions as may by law or in equity, against the person or persons or corporation violating or attempting to violate any such covenants, or to recover other damages due to such violation. Any judgement rendered in favor of a plaintiff in any such action shall carry with it an award of costs and reasonable attorney's fees for plaintiff's attorney including but not limited to all trial fees and appeal fees which shall attach to and be a lien upon any real estate owned by a defendant or defendants to such action. The Town of Danville, Indiana has been given the right to enforce the Restrictive Covenants along with the owners of the lots and the subdivider for the reason that several of the Restrictive Covenants directly affect all the citizens of the Town of Danville, Indiana.

STATE OF INDIANA }
COUNTY OF HENDRICKS) SS:

We, the undersigned, John L. Temple and Ella E. Temple owners of the property described in the above caption and that as such owners, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

John L. Temple, Ella E. Temple
John L. Temple, Ella E. Temple

I, a Notary Public in and for said County and State, do hereby certify that John L. Temple and Ella E. Temple are known to me to be the same persons whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 24th day of JANUARY, 1996.

Margaret A. Fentz
Notary Public
Resident of HENDRICKS County.



Printed name: MARGARET A. FENTZ
My Commission Expires: 9-21-96

DULY ENTERED FOR TAXATION

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING DATE: 4-10-96

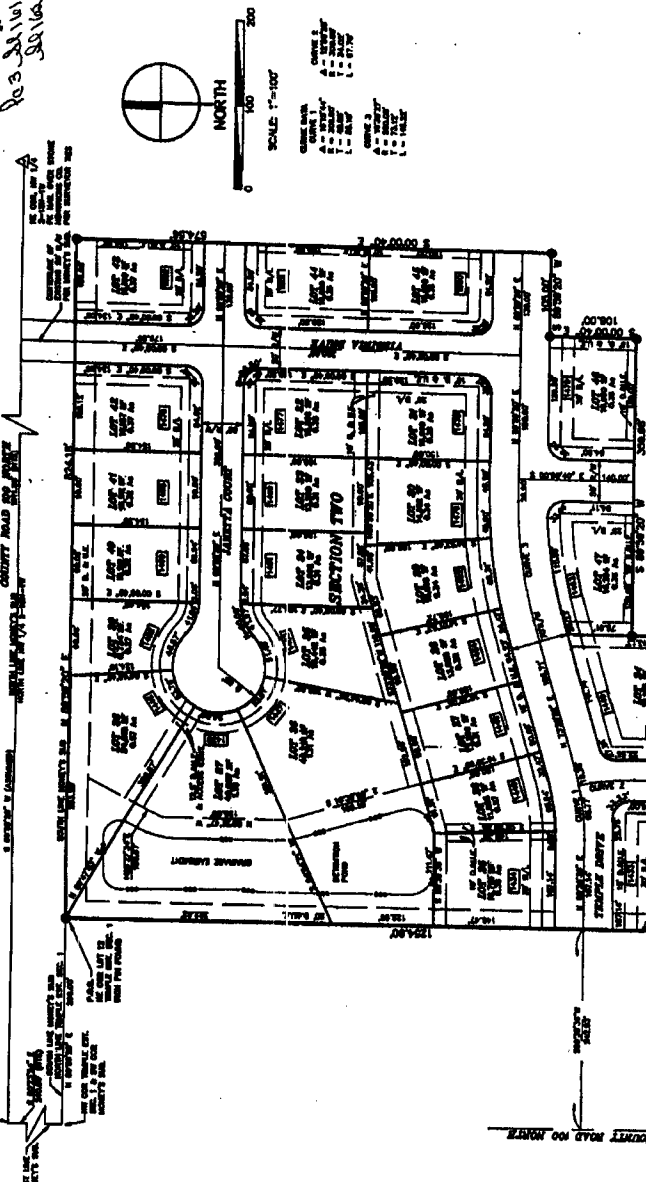
James M. Johnson, HENDRICKS COUNTY ENGINEER

APR 10 1996

Mrs. Ann Hensell AUDITOR HENDRICKS COUNTY

340007131
Filed for Record in
TOWNSHIP RECORDS IN
JANUARY 1996
BY
03:00
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of 1
1996-7131

FINAL PLAT TEMPLE ESTATES SECTION TWO



LAND DESCRIPTION - TEMPLE ESTATES, SECTION 2
A part of the Northern Quarter of Section 2, Township 15 North, Range 1 West in Cass County, Indiana, more particularly described as follows: Commencing at a PK nail over a stone marking the northeast corner of said quarter section; thence South 89 degrees 59 minutes 20 seconds West (assumed bearing), along the north line of said quarter section and the north line of Money's Subdivision Revised, as per plat recorded in Plat Hendricks County No. 181; thence along the northwest corner of said Money's Subdivision Revised, the northwest corner of Money's Subdivision Revised, 240.00 feet to the southwest corner of Money's Subdivision Revised, as recorded in Plat Cabinet 2, side 126, page 2, Plat Cabinet 2, side 160, pages 1-2 in the office of the Recorder of Hendricks County, Indiana; thence along the north line of Money's Subdivision Revised, 250.00 feet to an iron pin at the northeast corner of Lot numbered 12 in an Iron Estates, Section One and the POINT OF BEGINNING of this subdivision; thence continue North 89 degrees 59 minutes 20 seconds East, along the south line of Money's Subdivision Revised, 224.18 feet; thence South 00 degrees 00 minutes 20 seconds East, 374.35 feet; thence South 89 degrees 59 minutes 40 seconds West, 102.00 feet; thence South 00 degrees 00 minutes 40 seconds West, 350.88 feet; thence South 89 degrees 59 minutes 20 seconds East, 250.88 feet; thence South 00 degrees 23 minutes 24 seconds East, 871.80 feet to a point on the south line of the north half of said quarter section; thence South 89 degrees 28 minutes 06 seconds West, along said south line, 355.00 feet to an iron pin at the southwest corner of Lot numbered 1 in said Temple Estates, Section One; thence North 00 degrees 23 minutes 24 seconds West, along the POINT OF BEGINNING, containing 17.25 acres, more or less, subject to all legal encumbrances and rights-of-way.

PREPARED BY:
BUTTS-WORTH ASSOC., INC.
140 N. STATE, 267 2ND
CHICAGO, ILL. 60601
(312) 272-2000
FAX (312) 272-2410
DATE: 10/21/95



The undersigned hereby certifies that to the best of his knowledge, belief and information, this is a true and correct representation of TEMPLE ESTATES, SECTION TWO, a subdivision in Cass County, Indiana. The subdivision consists of 35 lots, numbered 1 through 47, inclusive with encumbrances and public ways as shown hereon. Witness my hand and seal this 12th day of February, 1996.
Larry E. Phillips
Notary Public

DEDICATION
The undersigned, owner(s) of the within described real estate, do(es) hereby lay off, plat and dedicate to the public use, public ways and easements in accordance with applicable laws, ordinances, resolutions, ordinances, and the plat shown hereon. This within plat shall be known as TEMPLE ESTATES-SECTION TWO, a subdivision of Cass County, Indiana, Hendricks County, Indiana, consisting of 35 lots, numbered 1 through 47, with streets, alleys, easements and public ways as shown on the within plat.
No trees, wall, hedge, or shrub planting which obstructs sight lines of vehicles shall be placed on any lot or area within 10 feet from the street property line and 6 feet above the street, shall be placed or permitted to remain on any lot or area within 25 feet from the intersection of said street lines, or in the center of any street. Property line setbacks shall apply to any lot or area within 10 feet from the intersection of a street line with the edge of a driveway, pavement or any line. No tree shall be permitted to remain within such distance of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.
There are strips of ground as shown on the within plat marked D, & U.E. (Drainage and Utility Easement) which are reserved for the use of public utility companies, including cable television companies (but not including radio, electric power, telephone, and other utilities). Subject to all easements to the proper authorities, and to the extent herein reserved, no permanent or other structures shall be erected or placed on any lot or area within 10 feet from the edge of any such strip. The owners of such lots in this subdivision shall take their title subject to the rights of the public utilities and other owners of said strips in this subdivision, and to any easements herein reserved for easements in, along and through the strips as reserved.
It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the subdivision plat (grading plan) as approved for this plat by the Board of Zoning Appeals, the Board of Health, the Board of Public Works, the Board of Planning Commission and the requirements of all drainage permits issued for any lot or parcel of land within this plat.

The Town of Danville Planning Commission, its successors and assigns, shall have the right, authority to address any covenants, commitments, restrictions or other encumbrances or burdens which are shown on this plat, other than those covenants, commitments, restrictions or burdens which are shown in favor of Town of Danville Planning Commission; provided further that nothing herein shall be construed to prevent the Town of Danville Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Planning Commission.
The Town of Danville Planning Commission has issued a "development charge" levied in the amount of \$100.00 per acre of land to be used for residential purposes, which is hereby granted on each lot set forth herein to be made payable to the Town of Danville Planning Commission. For additional covenants and restrictions, see instrument No. 340007131 recorded in the Office of the Hendricks County Recorder.

IN WITNESS WHEREOF, the undersigned have thereto caused their names to be subscribed this 12th day of February, 1996.
[Signature]
Owner(s) JOHN L. TEMPLE
ELLA E. TEMPLE

CERTIFICATION:
The authority provided by Sections IC 36-7-4-700 et seq. and all amendments thereto, is hereby certified (true) that public notice of the hearing by the Board of Zoning Appeals, Planning Commission of the proposed owner's application for approval of this plat was duly given as required by Section IC 36-7-4-708 and all applicable laws, ordinances, and that said plat has been duly approved by said Commission according to such approved plan dated Feb 12, 1996.
Attest: *[Signature]* Attorney
Notary Public *[Signature]*

STATE OF INDIANA)
COUNTY OF Cass) SS:
Before me, a Notary Public in and for the above County and State, personally appeared JOHN L. TEMPLE & ELLA E. TEMPLE
owner(s) of the within described real estate and acknowledged the execution of the foregoing instrument as a voluntary act and deed and affixed their signatures thereto.
Witness my signature and notarial seal this 12th day of February, 1996.
Notary Public *[Signature]*
Printed Name: *[Signature]*
My commission expires 9-21-96
County of Residence: *[Signature]*

1996-7131