

05423

PLAT COVENANTS, CONDITIONS AND RESTRICTIONS
EAGLE VALLEY FARMS PROJECT 1 CLUSTER

Sealed
May 10 1978
Dorothy Wallace

1. NAME. This Subdivision shall be known and designated as Eagle Valley Farms, Project 1, Cluster 1, a Subdivision located in Indianapolis, Marion County, Indiana.
2. STREET DEDICATION. The Streets shown and not heretofore dedicated are hereby dedicated to the public.
3. LAND USE. All lots within this Subdivision shall be used exclusively for single family residential purposes.
4. LOT DEFINED. Each lot shall be comprised of an area defined as a polygon whose sides are represented by lines which are as follows: (1) those lines representing the boundary lines of the exterior face of each foundation wall of a structure or building permitted to be constructed on any lot hereunder for occupancy as a single family residence, including an attached garage or carport, as extended to a point of intersection; and (2) those lines representing the boundaries of the patio area (s) extended to a point of intersection.
5. SUBDIVISION OF LOTS OR IMPROVEMENTS. No lot in this Subdivision shall be subdivided to form units of less area, nor shall any building or structure permitted to be constructed hereunder for occupancy as a single family residence to be subdivided to form more than one family.
6. CONVEYANCE OF LOTS. Each lot in this Subdivision shall be conveyed as a separately designated and legally described freehold estate, subject to the covenants, conditions and restrictions contained herein and in a certain Declaration of Covenants, Conditions and Restrictions of Eagle Valley Farms Development Company recorded in the Office of the Marion County Recorder on or about August 1976 as from time to time heretofore or hereafter amended or corrected in accordance with the terms thereof (hereinafter referred to as the "Declaration"). Such Declaration is hereby specifically incorporated by reference and made a part of these Plat Covenants, Conditions and Restrictions.
7. TYPE, SIZE AND NATURE OF IMPROVEMENTS PERMITTED AND APPROVALS REQUIRED. No single family dwelling, garage, outbuilding, fence or wall shall be erected, placed or constructed on any lot except in a manner approved in writing prior to the commencement of construction by Waterfront Development Co., Inc., its nominee, successors or assigns, as to the type of materials, exterior facade, design, layout, location, finished grade elevations and the like. Approval shall be considered based upon satisfactory plans and specifications providing such detail as may be reasonably required (which upon approval shall be strictly adhered to throughout construction unless modified or amended with further written approval); subject to the improvement of any lot within this Subdivision satisfying the following minimum standards:
 - a. No structure or building shall be erected, placed or constructed on any lot other than one single family dwelling not to exceed three stories in height, one (1) private attached garage for not more than three (3) cars and such other outbuildings as are usual and incidental to the use of such lot for single family residential purposes.
 - b. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be erected, placed or constructed on any lot within this Subdivision for use as a residence, either temporarily or permanently, or at any time be used for such purpose.
 - c. Every single family dwelling erected, placed or constructed on any lot within this Subdivision shall have a minimum finished floor area, exclusive of open porches, stoops, attached garages or carports of 1,000 square feet. In the case of a two story structure at least 400 square feet of the required minimum floor area shall be on the first floor.
 - d. All materials used on the exterior of any single family dwelling, garage or outbuilding erected, placed or constructed on any lot within this Subdivision shall be demonstrated to last at least twenty-five (25) years and shall be new, except that used brick, weathered barn siding or the like, or interior design features utilizing other than new materials may be approved by Waterfront Development Co., Inc., its nominee, successors or assigns.
 - e. Every single family dwelling, garage or outbuilding erected, placed or constructed on any lot within this Subdivision shall be completed, including at least one (1) coat of paint, stain, varnish or preservative on any exterior wood surfaces, and the patio area (s), excluding portions thereof that are hard surfaced, shall be graded, sodded or seeded and reasonably landscaped, within six (6) months from the date of commencement of erection, placement or construction. Until all work is completed and such single family dwelling is ready for occupancy, the lot shall be kept and maintained in a slightly and orderly manner and no trash or other rubbish shall be permitted to unreasonably accumulate thereon.
 - f. Any tank for the storage of fuel erected, placed or constructed on any lot within this Subdivision outside of any structure or building permitted hereunder shall be concealed or otherwise located below the surface of the ground.
 - g. Each lot shall include one or more patio areas which shall aggregate not less than four square feet.
 - h. No fence, wall, hedge or shrub planting which obstructs site lines and elevations between two (2) and six (6) feet above any street shall be placed.

8. COMMON AREA. Common area (excepting only portions thereof improved by non-dedicated streets, common parking areas, common drives and walkway easements, to the extent that the use of which is more particularly limited by these Plat Covenants, Conditions and Restrictions of the Declaration) as shown on the plat of this Subdivision herein referred to as "Common Area") is hereby reserved for the common use and enjoyment of the owners of the lots within this Subdivision. No portion of the Common Area shall be reserved for the use of any individual owner or any family, partnership, corporation, trust, or other entity. The rights of the owners of the lots within this Subdivision shall be subject to the terms, conditions and restrictions of the Declaration, the rules and regulations of the Homeowners Association, and such rules and regulations with regard to the use and enjoyment thereof as may be from time to time imposed by the Association.
9. AIR RIGHTS EASEMENTS. Air rights easements are hereby granted and reserved within the Common Area for wall irregularities, roof extensions eaves, cornice overhangs, fixtures and other encroachments (excepting and excluding foundations), if any of a single family dwelling or garage which is erected, placed or constructed on a lot in this Subdivision in accordance with plans approved under paragraph 7 or paragraph 12 of these Plat Covenants, Conditions and Restrictions.
10. UTILITY AND OTHER EASEMENTS WITHIN COMMON AREAS. Easements for the installation and maintenance of public or private utilities, including storm and sanitary sewers, gas, water, telephone and electricity, are hereby granted and reserved within the Common Area to public and private utility companies and the City of Indianapolis for the installation, construction, operation and maintenance of lines, wires, sewers, drains, or appurtenances or facilities in connection with any of the foregoing. Whether under or above ground, subject to the condition that following any construction, installation or maintenance, the Common Area shall be returned to the condition existing prior thereto at the cost and expense of the party responsible for having any such work performed.
11. NON-DEDICATED STREETS, COMMON PARKING AREAS, COMMON DRIVES AND WALKWAYS. Non-dedicated streets, common parking areas, common drives and walkways constructed in the Common Area are reserved for the common use and enjoyment of the owners of the lots within this Subdivision, their families, guests and invitees. Such parking areas shall not be used for the parking of trucks (other than pick-ups or recreational vehicles) or other commercial vehicles, except temporarily or incidentally for the making of pickups or deliveries, or for the storage of inoperative motor vehicles or the repair of motor vehicles. No velocipedes, bicycles, toys or other private property shall be allowed to remain in any area improved as a non-dedicated street, common parking area, common drive or walkway so as to interfere with the use and enjoyment of any such area or areas by the owners of the lots within this Subdivision, their families, guests and invitees, nor shall any such property be stored when not in use in any such area or areas. Ownership of each lot shall entitle the owner of the lot to the use of one or more parking spaces (the number thereof to be based upon one parking space for each garage or carport space provided) in the area of the common drive immediately outside the garage or carport constructed as a part of the improvement of such lot, together with the right of ingress and egress in and upon such parking space(s). The parking spaces hereinabove described shall be in addition to those provided in a garage or carport and are hereby permanently reserved, designated and set aside for the exclusive use of the owner of the lot next to which located. No family, guests or invitees, common parking areas may, but only by or with the approval of the Association, be provided within other portions of the Common Area for the use of the general public. Guests or invitees of the owners of the several lots within this Subdivision, the use of which may be restricted or governed by rules and regulations adopted by the Association.
12. ALTERATIONS, ADDITIONS, OR CHANGES TO IMPROVEMENTS. No exterior alterations, additions or changes shall be made to any single family dwelling, garage, outbuilding, fence or wall following the completion of the original erection, placement or construction thereof, nor shall any further fences, walls or outbuildings be erected, placed or constructed within patio areas on any lot, without first receiving the approval required by the Declaration and such other approvals as may be required by the Metropolitan Development Commission of Marion County, Indiana.
13. SIGNS. Prior to January 1, 1982, no advertising signs of any kind shall be displayed on any lot without the prior written approval of Waterfront Development Co., Inc., its nominee, successors or assigns. Further, no signs of any nature, kind, or description (including incidental signs as regulated in Section 2-18 of the Dwelling District Zoning Ordinance of Marion County, Indiana, 68-40-2, as amended) shall be erected, placed or maintained on any lot within this Subdivision which identify, advertise or in any way describe the existence of conduct of a home occupation.
14. HOME OCCUPATIONS. No home occupation shall be conducted or maintained on any lot within this Subdivision other than one which is incidental to a business, profession or occupation of the owner or occupant of any such lot and which is generally or regularly conducted in another location away from such lot. Nothing contained herein shall be construed or interpreted to effect the activities of Waterfront Development Co., Inc., its nominees, successors or assigns, in the sale of lots or single family dwellings as a part of the development of this Subdivision.
15. RIGHT OF ENFORCEMENT. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated or contained in the Declaration, Waterfront Development Co., Inc., its successors and assigns, the persons in ownership from time to time of the lots in this Subdivision and all parties claiming under them, the Association and the Metropolitan Plan Commission of Marion County, Indiana shall all have the right to enforce the covenants, conditions and restrictions contained herein or in the Declaration, and pursue any and all remedies, in law or equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein or in the Declaration, and shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred as a result thereof.
16. GENERAL. These Plat Covenants, Conditions and Restrictions may be amended or changed at any time within twenty (20) years following the date of recordation by an instrument recorded in the Office of the Recorder of Marion County, Indiana, signed by at least ninety percent (90%) of the then lot owners of lots within portion of the "Properties" (as defined by the Declaration) developed into single family residential subdivisions and thereafter by a similar or recorded instrument signed by at least seventy-five percent (75%) of such lot owners. These Plat Covenants, Conditions and Restrictions shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each, unless prior to the expiration of any such ten (10) year period they are amended or changed in whole or in part as hereinabove provided. Invalidation of any of the Plat Covenants, Conditions and Restrictions by judgment or decree shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Waterfront Development Co., Inc., by William C. Chance, Vice President and Brady R. Justice, Jr., Executive Vice President and Assistant Secretary, has caused these Plat Covenants, Conditions and Restrictions to be executed this _____ day of March, 1978.

WATERFRONT DEVELOPMENT CO., INC.