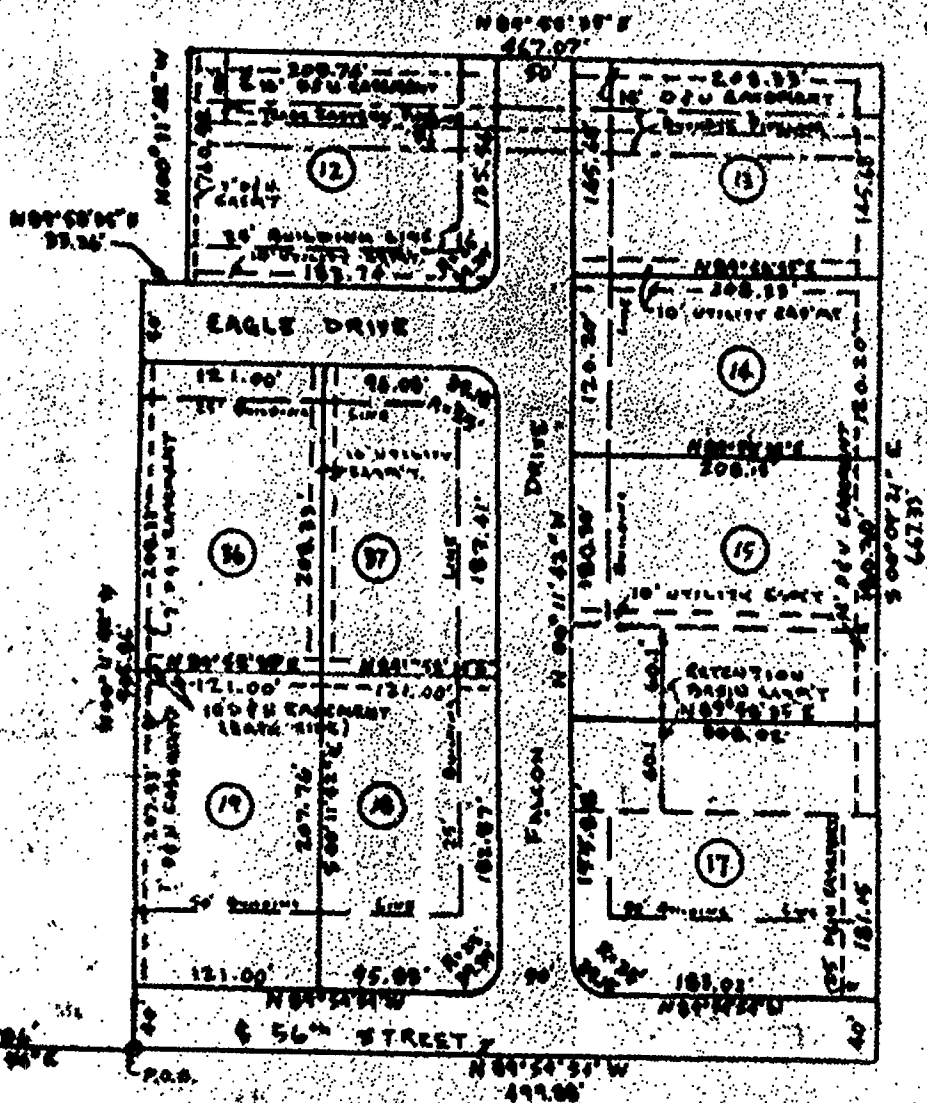


# EAGLE VILLAGE

## SECTION ONE



SUBDIVISION OF EAGLE VILLAGE, SECTION ONE

I, the undersigned, Petroschik (Jin) Fortson, owner of the above described real estate, 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 ONE, being located in Mendocino County, California. All streets and hereafter dedicated are dedicated to the public.

Front yard set back lines, and side yard set back lines as shown on the plat, between which lines and the property lines of the lots 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, pipes, conduits, pipes etc., on, over, under, and in said easements for legal 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 if the line said transmission line is to be constructed.

12. MINIMUM OF 10' AND SPACING - Except this Declaration, the elevation of a Environment Commit obstruction or dis Environment Commit and such construct

13. MAINTENANCE of the road, road abut his lot, and agree of construction, if in connection with of earth, so as to applicable common



**SUBDIVISION OF DALE VILLAGE, SECTION 1**

I the undersigned, Kathleen (Ma) Taylor, owner of the above described real estate, 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 DALE VILLAGE, SECTION 1, being located in Madison 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 total 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 easements, and said easements are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such easements. 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 "Detention 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 Doctors Pipeline Company Easement is for the restricted as follows: The grantors herein reserve 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 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 easements, 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 Tense 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 grantor 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, 2008, at which time said covenants shall be automatically extended for successive periods of 10 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. Termination 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 one lot located within the above described property.
- B. The word "structure" shall mean any building, fence, driveway, 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. LOW 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 barns, stables, external storage, detached rooms, 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 basement, 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 180 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 therefor (including elevations, materials, colors, textures, landscaping, and site plan showing the location of the structure with grading modifications) shall have been filed with the Environment Committee, and approved in writing by each Committee on the quality of material, harmony of landscaping and no duplication of adjacent exterior design, colors and finishes with existing structures and the surroundings; location with respect to topography and street grade elevations; 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 herewith. 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, SIGNS AND FENCES** - No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, hammock, canopy, tent, awning, shed, deck or other structure shall be

**12. MAINTENANCE OF RECORDS** - Except for necessary this Declaration of Improvement, the elevation of any portion of the Environment Committee. No owner obstruction or diversion of the Environment Committee. Construct and such construction shall not.

**13. MAINTENANCE OF LOT AND PART** - The road, road shoulders, and of his lot, and agree to keep the of construction, the lot owner is in connection with any construct of earth, so as to prevent cilia applicable governmental laws and be cleaned by the lot owner when dirt or debris; and if the lot a cleaning is required, then the lot owner.

**14. CURE AND REPAIR** - Except on days of trash collecti other kind, shall be permitted a

**15. CURBS OF DOTS** - All dogs times.

**16. USE OF SIGN, NUMBERS AND EQUIPMENT** - All signs and equipment out of doors before 10

**17. LANDSCAPING** - No tree, body lines for vehicular traffic.

**18. USE OF OUTSIDE CLOTHING** - Visible from the road or from a

**19. FENCES** - No fences of any exceptions  
A. Fences for swimming pools shall be approved by the Environ

**20. ENVIRONMENT COMMITTEE** - The said by Declarant to third party. However, if any time prior to 10 additional members of the Environ of Declarant and such additional until such time as all lots are all lot owners.

Each lot owner shall be notified vote for such lot shall be such vote be cast with respect to any required under any provision of after proper and complete present in writing. Voting on Committee authorized.)

**21. WAIVER OF RESTRICTIONS** - The each of these restrictions as if cover of unusual hardship, such a Chairperson of the Environment Co

**22. ENFORCEMENT** - Enforcement of in equity against any person or either to restrain such violation prosecuted by the Declarant, its therein, or both. Without reser of its successors or assigns, in from a court of competent jurisd exists and summary to abate or of the owner of such property. N only shall be deemed liable for these covenants or restrictions, costs and attorney's fees.

**23. SEVERABILITY** - Invalidation of the other provisions hereof, if

**24. EXCLUSIONS** - Notwithstanding prevent the Declarant or any other color and remain on the street or all to the extent reasonable neco

IN WITNESS WHEREOF, the undersign

I the undersigned, Kathleen (Jin) Porter, owner of the above described real estate, do hereby certify that we have sold off, platted and subdivided the same into lots in accordance with the above plat.

This subdivision shall be known and designated as **BLUE VILLAGE, SECTION 1**, being located in Hendricks County, Indiana. All streets not heretofore designated are dedicated to the public.

Front yard set back lines, and side yard set back line as 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, life, and air electric lines, poles, ducts, pipes etc., on, over, under, and in 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 of the line said transmission line is to be constructed.

"Drainage Easements" reserved as drainage canals, and said canals are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such canals. All easements shown on 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 **Ductwork Pipeline Company Easement** is for the restricted as follows: The grantor herein reserves the right to use the above described land except so much as may unreasonably interfere with the enjoyment by the grantor of the right of way herein granted, and the grantor agrees that, without the written consent of the grantor, no building or other structure will be erected, created or constructed within 1 1/2 feet of said pipe line or lines. The grantor 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 grantor, their heirs or assigns, one by the grantor, 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 own and enjoy the said premises, except for the purposes granted to the said grantor 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 remain in full force and effect 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 10 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. Termination of any one of the covenants, by judgment or court order, shall in no way affect 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 within the above described property.
- B. The word "structure" shall mean any building, fence, 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. FINISH 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 180 days after its commencement. No dwelling shall be occupied until it is completed.

**4. STANDARD OF QUALITY OF IMPROVEMENTS 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 therefor (including elevations, materials, colors, textures, landscaping, and site plan showing the location 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 exterior 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 each plan 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, queen hot, 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 camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a lot if it is located in a garage, in a manner approved in writing by the Environment Committee.

**7. NUISANCE** - No nuisance 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 unilluminated 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, unilluminated sign, not over than four square feet in area, advertising the property for

**11. MAINTENANCE** - Except for necessary (this Declaration) of improvements of the elevation of any portion thereof Environment Committee. No owner of obstruction or diversion of the Environment Committee. Constructive and such construction shall not fail

**12. MAINTENANCE OF LOT AND PORTION** the road, road shoulders, and utility his lot, and agree to keep the road of construction, the lot owner shall in connection with any construction of earth, so as to prevent all applicable governmental laws and to be cleaned by the lot owner whenever dirt or debris; and if the lot owner cleaning is required, then, the lot owner.

**13. GARBAGE AND REFUSE DISPOSAL** - except on days of trash collection other kind, shall be permitted on

**14. CONTROL OF DOGS** - All dogs shall

**15. USE OF SAWN, NAILS AND EQUIPMENT** out of doors before 10:00

**16. LANDSCAPING** - No trees, hedge lines for vehicular traffic.

**17. USE OF OUTSIDE CLOTHING** visible from the road or from an

**18. FENCES** - No fences of any kind exceptions  
A. Fences for swimming pools shall be approved by the Environment

**19. ENVIRONMENT COMMITTEE** - The said by Declarant to third parties however, at any time prior to the additional members of the Environment of Declarant and such additional until such time as all lots are all lot owners.

Each lot owner shall be entitled vote for each lot shall be entitled vote be cast with respect to any required under any provision of after proper and complete process in writing. Voting on Committee authorized.)

**20. WAIVER OF RESTRICTIONS** - In each of these restrictions or in cases of unusual hardship, such chairperson of the Environment (

**21. ENFORCEMENT** - Enforcement in equity against any person or other to restrain such violation prosecuted by the Declarant, its heirs, or both. Without cost, of its successors or assigns, if from a court of competent jurisdiction exists and summary to obtain of the owner of such property. entry shall be deemed liable to these covenants or restrictions costs and attorney's fees.

**22. SEVERABILITY** - Invalidation of the other provisions hereof,

**23. EXCLUSIONS** - Notwithstanding prevent the Declarant or any of color and remain on the street all to the extent reasonable as

IN WITNESS WHEREOF, the undersigned

Kathleen

State of Indiana )  
County of Hendricks )

(before me the undersigned Notary and acknowledged the execution Witness by Hand and Seal this

My commission expires 5-2



12. REMOVAL OF EXCESSIVE FILL (S); CURBING OF EXCESSIVE CORNERS OF LOT; CONSTRUCTION BY OWNER OF SEWER MAINS AND APPLIES - Except for necessary excavations and grading in connection with construction (in conformity with this Declaration) of improvements on a lot, no fill, dirt, rock 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 structural 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 exercise 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, lawn 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, bush 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 Mendocino 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 an additional number 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. Moreover, 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. Whether the person or persons entering upon the property 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 reasonably necessary to facilitate such construction.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1966.

