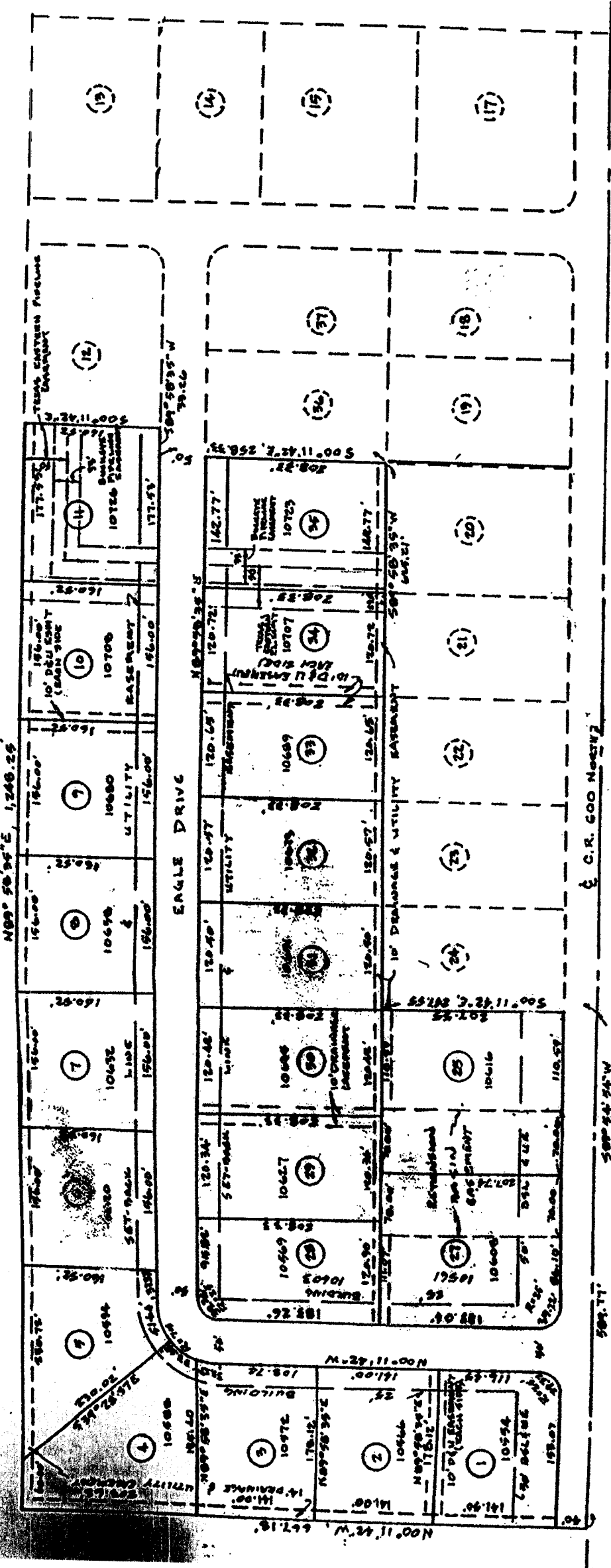


EAGLE VILLAGE

SECTION THREE

13576

RECORD
 5 1995 AT 3:10
 Page 2 of 8
 CITY RECORDER



NOTE: LOT No. 26 OMITTED
 LOT Nos. 29 & 27 SHALL NOT BE
 SPLIT UP AND UTIL. SEPARATELY SALES
 BECOME AVAILABLE.

DECLARATION OF CONVENES, CONDITIONS AND RESTRICTIONS
 EAGLE VILLAGE, SECTION THREE

19. REUSE - No fence of any kind may be erected or constructed on any portion of any Lot, with the following exceptions:

A. Fences for adjoining parties provided that such fences shall comply with all applicable County ordinances and shall be approved by the Enforcement Committee.

20. ENFORCEMENT COMMITTEE - The Enforcement Committee shall consist of not less than five members as all lots are sold by the owner to third parties, at which time the Enforcement Committee shall consist of all Lot owners. However, at any time prior to the sale of all lots, the Enforcement Committee, in its sole discretion, may appoint as additional members of the Enforcement Committee one or more of the owners of the Lots then sold, which combination of owners and such additional Lot owners designated by the Enforcement Committee shall comprise the Enforcement Committee until such time as all Lots are sold to purchasers, after which time the Enforcement Committee shall consist of all Lot owners.

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.

17. LANDSCAPING - No tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

16. USE OF SAWS, MOWERS AND EQUIPMENT BY LOT OWNERS - The use of chain saws, lawn mowers and other motor equipment out of doors before 10:00 A.M. on Sundays shall be kept to a reasonable minimum.

15. CONTROL OF DOGS - All dogs shall be confined and kept quiet and also securely restrained and leashed at all times.

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.

13. MAINTENANCE OF LOT AND PROTECTION OF ADJACENT PROPERTY DURING CONSTRUCTION - Each lot owner shall maintain 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 driveway clear of equipment and building materials. During all periods of construction, the lot owner shall maintain measures, acceptable to the declarant, to prevent erosion and movement of earth, so as to prevent erosion 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.

12. REMOVAL OF MATERIAL FROM LOT; CHANGE OF NATURAL CONTOUR OF LOT; CONSTRUCTION BY OTHER THAN THE ORIGINAL AND ADJOINING - Except for necessary emergency excavations and grading in connection with construction of the subdivision, the elevation of any portion thereof be changed in any manner, without the prior written approval of the Environmental Committee. No owner of a lot shall cause, suffer or permit the alteration by unusual means, abstraction or diversion of the flow of surface water across his lot, without prior written consent of the Environmental Committee. Construction of driveway entrance 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.

11. SUBDIVISIONS OF LOTS PROHIBITED - No lot shall be further divided or subdivided into smaller lots or lots of less than one acre, except as provided in the subdivision plat, and in conformity with applicable ordinances and requirements of Berks County, Indiana.

10. SIGN - No signs, billboards or advertising matter shall be erected or displayed on any lot, except as follows:
A. During construction of a dwelling, one nonilluminated 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, nonilluminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a lot.

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 purpose, and not to create or constitute a nuisance.

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 are permitted under applicable ordinances of Berks County, Indiana, subject to the requirement of compliance with such ordinances.

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.

6. TEMPORARY STRUCTURES, BOATS AND TRAILERS - No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, garage, shed or porch, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any lot, provided, that a trailer, recreational vehicle or public vehicle, a camper, a camping trailer, a truck-mounted camp, a recreational vehicle, or trailer vehicle may be kept on a lot if it is enclosed in a garage, in a manner approved in writing by the Environmental Committee.

5. SPECIAL USE PERMITS - No structure shall be erected, placed or maintained on any lot, which is a special use lot, except as provided in the special use permit. The applicant shall file with the Environmental Committee a site plan showing the location of the structure with grading elevations, materials, and other details. The Environmental Committee, and approved in writing by such Committee, shall determine the location of the structure and its dimensions and shall determine the location of the structure and its dimensions and shall determine the location of the structure and its dimensions. The Environmental Committee shall also determine the location of the structure and its dimensions and shall determine the location of the structure and its dimensions. The Environmental Committee shall also determine the location of the structure and its dimensions and shall determine the location of the structure and its dimensions.

Before me the undersigned, a Justice of the Peace, in and for the County and State, personally appeared Fathallah (Jim) Fathallah and acknowledged the execution of the instrument as his voluntary act and deed, for the purpose therein expressed. Witness my hand and seal the 5th day of July, 1994.



Fathallah (Jim) Fathallah
Fathallah Development, Inc.
[Signature]

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 5th day of July, 1994.

26. **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 reasonable necessary to facilitate such construction.

23. **LIABILITY** - 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.

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 instituted 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. Neither the person or persons entering the property nor persons directing the entry shall be deemed liable for any amount 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.

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 case of unusual hardship, and never shall be evidenced by a written document signed and acknowledged by the chairperson of the Environment Committee and the owner or owners of such lot or lots.

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 as additional members 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 apportioned as they (or a majority of them) determine, but in no event shall more than one vote be cast with respect to any lot. However, 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).

19. **FENCES** - No fence of any kind may be erected or constructed on any portion of any lot, with the following exceptions:
A. Fences for containing pools provided that such fences shall comply with all Hamilton County ordinances and shall be approved by the Environment Committee.

NOTE: Lot No. 26 Omitted
Lot Nos 25 & 27 shall not be
Built upon until Sanitary Sewer
Become Available.

