

Ref # 0000077 ✓ Key # 112-01900-0467

RESTRICTIVE COVENANTS FOR HICKORY HILLS 3RD SUBDIVISION,
PHASE I, SECTION 3 IN TIPPECANOE COUNTY, LAFAYETTE, INDIANA
AS AMENDED 09-29-05

Eagle's Nest Corporation, an Indiana Corporation, being the owner of all of the real estate platted as HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3 in Tippecanoe County, and having recorded said plat in the Office of the Recorder of Tippecanoe County, Indiana, does hereby establish the following conditions, covenants, and restrictions to govern the use and occupancy of the lots in HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3:

The streets as shown on the recorded plat are now dedicated to the public for use as public roadways. The easements as shown on the recorded plat are reserved for the purposes thereon indicated.

The conditions, covenants, and restrictions governing the use and occupancy of the lots in HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3 are as follows:

1. All lots shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any lot which are for any purpose other than residential use. All structures which shall be erected, altered, placed, or permitted to remain on any plot shall be in accordance with the provisions of these restrictions.
2. No building, wall, fence, or other structure shall be erected or placed on any building lot until the building plans, specifications, and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with other structures in HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTIONS 1, 2, & 3, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Bob Newlin, Dawn Dilley, and John E. Smith or by any two of them. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to appoint a new member with like authority.
3. In the event said committee, or any one of the members, fails to disapprove, or approve, such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the constructions has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. However, in such an event, all alterations of the exterior, shall be comparable with the external design of the dwelling, without exemption.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

OCT 04 2005

Michael R. ...
AUDITOR OF TIPPECANOE CO.

Hereafter, the approval described herein shall not be required unless prior to said date and effective thereon, a majority of the lot owners of HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3 appoint representatives who shall thereafter exercise the same powers previously exercised by said committee.

No building shall be located nearer to the front lot line nor nearer to any side street line than the building setback lines shown on the recorded plat. In any event no building shall be located on any residential building lot nearer than twenty-five (25) feet from the dedicated right-of-ways of the

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PAMELA R BERGLUND, TIPPECANOE COUNTY RECORDER

- streets or located nearer than six (6) feet to any side property line.
4. Lots 62 & 63 are subject to a restriction which prohibits vehicular access across County Road 550 East road frontage. The right to enforce the foregoing covenant is granted to the Tippecanoe County Area Plan Commission and irrevocable by the lot owners.
 5. No fence or wall, which obstructs sight lines at an elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines. High fences, hedges, and walls are permitted on every building lot provided that they shall not be erected or placed between the front setback lines of the street or cul-de-sac, except with written approval of building committee, and provided that they are the building committee designated above.
 6. All lawns will have sod in front of home and side yards, but seed is acceptable in rear yards or will be otherwise protected from erosion onto adjoining real estate as shall be determined by the building committee heretofore designated.
 7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
 8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
 9. Outside clothes-drying lines and equipment are permitted provided that the same shall be screened from the view of other lots and the street.
 10. The structure erected, altered, placed or permitted to remain on any building lot shall comply with the following requirements:
 - A. Each dwelling will have a garage. Such garage shall not be less than "two car."
 - B. The masonry veneer requirements shall be at least a 30% coverage of the square footage contained within the front of the dwelling and garages, including the 3rd car garage if added now or in the future, using either brick or stone. 30% shall be determined by the square feet of the entire square footage of the front of the house including entry door, windows, and garage door and/or doors if more than one overhead door. No fake or substitute materials shall be acceptable.
 - C. Each single floor dwelling shall have a ground floor area of at least 1,600 square feet. Multiple floor dwellings shall have a minimum of 2,200 square feet of livable floor area.
 - D. Each dwelling shall be designed with a minimum of two (2) full bathrooms.
 - E. All driveways built on any lot shall be concrete.

- F. No boats or travel trailer of any description shall be stored on any lot exposed to view from the street or neighboring lot.
- G. TV antennas or towers of any type shall not be permitted on any lot. Overhead utility lines including power and telephone shall be held to a minimum and all lead lines to the dwelling shall be underground where permitted by the Public Service Commission.
11. No trucks of any kind that require a "truck license" shall be parked or permitted to remain on any street or cul-de-sac, or on any part of the lot unless such truck shall be enclosed by a garage and not exposed to view. Trucks making deliveries, or present in connection with service, repair, or construction are excepted. Also, truck vehicles used in lieu of a car are excepted.
- No unlicensed vehicles shall be permitted on any lot, (unless stored in garage and not exposed to view) street, or cul-de-sac more than twenty-four (24) hours. All automobile repairs for gain are prohibited, and if performed by owner for a member of that household, said repairs shall be performed in the garage and not exposed to view.
12. Any and all fences or ornamental yard lights on the lots in HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3 which are furnished by EAGLE'S NEST CORPORATION, will be kept and maintained by the owners of the lots on which the same are placed or constructed, for so long as these restrictions shall run. No change in location or in structure of said fences or yard lights will be undertaken by said lot owners without the prior written consent of the building committee heretofore designated. Ownership of said fences and lights will be in the owner of each lot, subject to this condition.
13. Any part of the dedicated street right-of-ways, which are not actually occupied by the pavement, gutters, curbs, and sidewalks shall be maintained by the adjacent lot owners as a part of their lawns. Any gates, pillars, or other fixtures at the entrances to HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3 shall also be maintained by the adjacent lot owners.
14. All driveways built on any lot in this addition shall be concrete. A 4' concrete public sidewalk parallel to the street (s) shall be installed by buyer concurrent with the installation of driveway (s).
15. Every owner of a lot in HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3 shall automatically become a member of the Eagles Nest Farms Homeowner's Association, herein referred to as the "Association," upon the recording of the deed conveying to him or her an interest in any lot or lots in the Subdivision. Members shall be entitled to one vote for each lot owned. Where more than one individual is the owner of one lot, such owners shall agree upon the manner in which their vote is cast, but in no event shall there be more than one vote cast for any one lot. Meetings of the Association may be called by any member on ten days written notice to all members. Every owner of a lot in the Subdivision, by virtue of such ownership, is deemed to covenant and agree to pay to the Association any assessments made by the Association for maintenance of the storm drainage system and other necessary maintenance in the Subdivision. Such assessments may be made by a majority of the members' votes cast. If any owner fails to pay any assessment when due, the Association may, in its discretion, file a Notice of Lien against said owner's lot in the Office of the Recorder of

Tippecanoe County, Indiana, which Notice of Lien shall perfect the lien of the Association and shall have the same force and effect, and be enforced in the same manner, as a mortgage lien under Indiana Law and shall include attorney fees, title expenses, interest and costs of collection. Said lien, however, shall be subordinate to any mortgages on the lot.

The ownership of Out Lot A shall be that of the Association.

The assessment levied by the Association shall be used exclusively for maintaining Out Lot A's storm water structures, storm water detention ponds, and drainage system, which shall be the obligation of the Association to maintain. In the event the Association fails to exercise its obligation for maintenance of the storm water structures, storm water detention ponds, and drainage system of the Subdivision, the Tippecanoe County Drainage Board may perform such maintenance and take all other actions necessary for the proper maintenance of such storm water facilities. The cost of any such maintenance performed by the Tippecanoe County Drainage Board shall be paid by the Association. In the event the Association fails to pay such costs, the Tippecanoe County Drainage Board shall have the right to assess each lot in the Subdivision a proportionate amount for the costs of such maintenance and, if necessary, to file a Notice of Lien against such lots in the Office of the Recorder of Tippecanoe County, Indiana. Such Notice of Lien shall perfect the lien of the Drainage Board for the proportionate share of costs of maintaining the storm facilities and said lien shall have the same force and effect, and be enforced in the same manner, as a mortgage lien under Indiana law, and shall include attorneys' fees, title expenses, interest and costs of collection. The Association shall have the right and obligation by majority vote as per Paragraph 4 hereof to determine the amount of any assessments against the owners of the lots in the Subdivision, to determine the due date for payment of such assessments, and to determine the manner of retaining, expending and handling such assessment funds.

In the event the storm water drainage system servicing the Subdivision or servicing any immediately adjacent subdivision, (including existing parts of and future development areas of Hickory Hills 3rd Subdivision, Phase I, Section 3) shall become or be proposed to become a Regulated Drain, each owner of a lot in the Subdivision shall, by virtue of ownership, forfeit any right too remonstrance in the event the Tippecanoe County Drainage Board should initiate the process to declare part or all of the storm drainage infrastructure a Regulated Drain and shall be deemed to agree and consent to the storm drainage system becoming a Regulated Drain and to all legal requirements and assessments imposed by the Tippecanoe County Drainage Board and applicable drainage ordinances.

The foregoing covenants, restrictions, and conditions shall run with the land and shall be binding on all parties owning or claiming any interest in any lot, or part thereof, in said HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3 and all persons claiming under them until January 1, 2010, at which time they shall be automatically extended for successive periods of ten years unless by vote of majority of the then owners of the lots it is agreed to change or abolish said covenants in whole or in part.

If any parties owning, or claiming an interest, in any lot, or part thereof, in HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3 or any person or persons holding under them or occupying any lot or part thereof, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real estate in said HICKORY HILLS 3RD SUBDIVISION, PHASE I, SECTION 3 to prosecute any proceedings at law, or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them, so doing, or to recover damages therefore.

Invalidation of any one of these covenants by judgment or decree in court shall in

nowise affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be made and executed this 29th day of September 2005.


EAGLE'S NEST CORPORATION

By: 
John E. Smith, President

STATE OF INDIANA)
TIPPECANOE COUNTY) SS:

Before me, a Notary Public, in and for said County and State, personally appeared John E. Smith, President, respectively, of Eagle's Nest Corporation, who acknowledged the execution of the foregoing Declaration for and on behalf of this Declarant.

WITNESS my hand and Notarial Seal this 29th day of September 2005.


Notary Public: Connie Jean Wagner
Connie Jean Wagner
Notary resides in Tippecanoe County



My Commission Expires

March 01, 2010

This instrument Prepared by
John E. Smith, President