

***Protective and Restrictive Covenants  
For  
Eagle Landing Estates Subdivision***

*Linton Township, Vigo County, Indiana*

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*These restrictions shall apply to the area situated in the Linton Township of Vigo County in the State of Indiana, consisting of lots numbered one through four of Eagle Landing Estates Subdivision as shown on a final plat map entitled "Eagle Landing Estates" dated January 11, 2005, to be filed in the Vigo County clerks office.*

*The purpose of these restrictions is to establish and preserve an attractive and stable residential area by the private control of land use. The following covenants are meant to supplement the applicable local and state ordinances, regulations, and restrictions enacted in and in affect for Linton Township of Vigo County in the State of Indiana in which the area is located. This parcel is also subject to any applicable additional regulations of Vigo County or any other governing agency, and further subdivision or development of the premises known as "Eagle Landing Estates" subdivision is restricted and controlled thereby:*

- 1) **Residential Use and Responsibilities:** Subject to the remaining provisions of these covenants, the land and buildings shall be used only for residential purposes with a dwelling unit for one family. Not more than one residential building shall be erected on each lot. No buildings shall be erected for the purpose of a rental unit. Resident must be homeowner or immediate family member.*
- 2) **Commercial, Business, or Professional Use:** No commercial, business, or professional use or office or business may be operated or maintained on the premises, except that occupants who reside in the dwelling as their primary residence provided such operation is solely from within the dwelling unit, there is no evidence on the exterior of the premises indicating any such professional or business use, such use does not generate any more than one (1) customer or client visit to the premises at any one time and also generates no more than five (5) customers or clients on any given week, and such use does not involve any employee(s) of the office or business working on the premises.*
- 3) **Size and Location of Dwellings:** All dwellings constructed shall have a minimum of 2100 square feet of inhabitable space, excluding the garage, basement, and attic area of any such dwelling. The front of all such dwellings will face at a minimum of 10 degrees and no more than 45 degrees toward the Eagle Landing Estates cul-de-sac. All such dwellings will be constructed at a minimum of 60 feet from the east/west property line that divides lots 2 and 3 from lots 1 and 4. All such dwellings will have a minimum of an 8/12 pitch roof consisting of an asphalt dimensional shingle or a standing seem metal type roof.*

4) **Additional Buildings, Equipment, Lighting and or Fences:** *There will be allowed a maximum of two additional buildings (garage and/or utility shed) permitted on each of the four lots located within Eagle Landing Estates. The buildings are not to exceed one half of the square footage foot print of the main dwelling unit, and will be constructed in a manner that is consistent with the façade of the main dwelling (no pole barns, block buildings or metal utility sheds will be permitted). No buildings will be permitted to be built in front of the main dwelling unit or in an easement area of the lot. No satellite dishes or other devices designed to receive radio, television, or related reception shall be placed on any premises at a height greater than five feet above the highest roof line of the main dwelling on that premises, and in all cases, no satellite dishes greater than three feet in diameter will be placed on any premises. No propane or other types of fuel tanks shall be permitted on the premises, except for such tanks that are necessary for outdoor grilling, barbequing or are necessary for appliances or heating, in which case no such tank shall exceed two hundred fifty gallons in size. Any such tanks that are necessary shall be enclosed within a fence or shrubbery so as not to be visible from any street or other lot, nor shall they be located closer than twenty-five feet to any boundary line of any lot. The type and placement of all exterior lighting devices must be located in such a way so as not to produce a glare or an annoyance to neighboring property owners (no lighting from utility poles will be permitted). No fencing of any type will be permitted in front of the main dwelling unit. Fencing that is permitted will be constructed only of chain link, treated wood or vinyl, and will be maintained at a high standard of quality. Any outdoor pools shall be no closer than twenty-five feet from any boundary line of any lot and shall be located in the backyard of any premises. All such pools shall be fenced in at least forty-two inches high and as required by applicable codes.*

5) **Pets:** *No livestock, chickens, pigs, exotic, or other animals other than usual household pets shall be kept on any premises within Eagle Landing Estates. A maximum of three pets may be maintained outside of the dwelling unit. Any such pets must be kept within a fenced in area as described in section (4) unless under direct supervision. Lot owners shall be responsible for limiting noise from pets so as to be respectful of all neighbors' rights to quietly enjoy their premises.*

6) **Signs:** *No signs owned or authorized by individual lot purchasers shall be permitted on the premises nor within building lots built on the premises which are exposed to the outside. Temporary signs indicating premises are for sale, yard sale signs, or signs setting forth names of contractors or other trades actually involved during the construction or improvement of the premises will be permitted on the premises provided such signs are no larger than five feet square and with no side being longer than three feet, and provided there is never more than two such signs at any given time on such premises.*

7) **Mobile Homes, Campers, Boats, and Vehicles:** *No mobile homes are permitted to be kept on the premises. At any one time, one boat and one recreational vehicle or camper may be stored on a lot, provided the boat is on a boat trailer, the recreational vehicle or camper are not used as a place of dwelling for an extended period of time, and the surroundings are kept in a neat and orderly fashion. No unregistered motor vehicles will be permitted to be kept outside on the premises.*

8) **Garbage or Trash:** No structure separate from the main dwelling shall be erected or maintained for the purpose of storage for garbage, trash, refuse, or other like debris. All such referenced items shall be kept in secure containers with covers and shall be kept in an area that is not visible from any other lot within Eagle Landing Estates except on evenings before and day of trash pick up.

9) **Yards, Undeveloped Lots and Vehicle Access to Properties:** All yards except for gardens, ornamental landscaping areas, or driveways shall be covered by natural grass and no artificial yard coverage shall be permitted. Lawns and buildings shall be maintained in a neat and orderly manner. The storage or piling of articles outside of the residence shall not be permitted unless associated with the immediate construction of the dwelling or improvements thereon, in which case such articles shall be removed upon completion of the construction. Where an owner purchases any lot of Eagle Landing Estates and such a lot is not immediately developed into a residence, that lot owner shall be responsible for the timely mowing and maintenance of that lot. Vehicle access to each of the four properties must be first initiated at the cul-de-sac located within Eagle Landing Estates. No permanent driveways prior to the cul-de-sac will be permitted. This covenant pertains specifically to lots one (1) and two (2).

10) **Establishment of Eagle Landing Estates Home Owners Organization for Improvements and Maintenance to Common Areas, and the Enforcement of Covenants:** Upon completion of construction of the fourth and final residence, a minimum of three bids will be obtained for the expense of paving all roadways within Eagle Landing Estates excluding the private driveways within each lot. The owners of each of the four lots will then equally pay for the paving project using the most comprehensive and desirable bid as a guide for the expense. In addition, a homeowner's organization will then be established to meet periodically and discuss the needs for the betterment of Eagle Landing Estates. This organization will consist of one voting member from each lot (four total votes for organization). All matters discussed will be brought to a vote with a majority ruling in all cases except those in which involve a covenant amendment. (Examples of discussions - flagpole and subdivision sign at cul-de-sac, sealing of pavement, lighting and landscaping in cul-de-sac, weed control in easement areas, discrepancies and or enforcement of covenants). Note: Any amendments to the covenants of Eagle Landing Estates would take a 100% approval of all four-lot owners. Legal action will be sought against any lot owner who does not abide by the Eagle Landing Estate Covenants in its entirety.

11) **Conveyance:** Any conveyance or transfer of title or any interest in any lots subject to these covenants shall include a specific statement subjecting title to the provisions of these protective and restrictive covenants. It shall be specific compliance with this paragraph to state that the conveyance is made together with and subject to the covenants, rights, easements and conditions established by a declaration of protective and restrictive covenants made and executed by the original developers on this date- April 25, 2007 Jaj, NP. If these covenants are subsequently amended, the conveying language shall add reference to such amendments, and shall be recorded with the original covenants with amended dates provided.

12) Expiration: Unless the expiration date is otherwise amended or altered as herein provided, these protective and restrictive covenants shall expire on December 31st, 2057.

Developers: Donald F. Aldrich JR  
Donald F. Aldrich JR  
T. Darryl Harris  
T. Darryl Harris

State of Indiana  
County of Vigo

Before me this 25<sup>th</sup> of April, 2007, appeared  
Donald F. Aldrich & T. Darryl Harris.



Julia Anne Gagg  
Notary Public

My Commission Expires:  
October 25, 2008

My County of Residence:  
Vigo.

I affirm, under the penalties for perjury,  
that I have taken reasonable care to redact  
each Social Security number in this  
document, unless required by law.

Julia Anne Gagg

5

SURVEY IN REWARD TO: MARGIE HARRIS, 1901 SOUTH TRENTON ROAD, TERRE HAUTE, INDIANA 47802 (812) 899-2554

TRUDA A. A. ANDERSON, 79 DOE COURT, TERRE HAUTE, INDIANA 47802 (812) 899-9801

# " AMENDED P 3T "

### DESCRIPTION

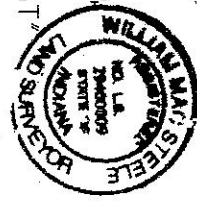
BEING A PART OF THE SURVEY QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 9 WEST, DE WASHINGTON COUNTY, INDIANA, HEREIN REFERRED TO AS "AMENDED P 3T". BEING A PART OF THE SURVEY QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 9 WEST, DE WASHINGTON COUNTY, INDIANA, HEREIN REFERRED TO AS "AMENDED P 3T". BEING A PART OF THE SURVEY QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 9 WEST, DE WASHINGTON COUNTY, INDIANA, HEREIN REFERRED TO AS "AMENDED P 3T".

### NOTES

1. STREETS FAMILY DWELLINGS.
2. CITY WATER SYSTEMS.
3. PRIVATE SEPTIC SYSTEMS.
4. HAZARDOUS AREA.
5. BUILDING LINE SETBACKS: SIDE 5-0 FEET, REAR 10-0 FEET, FRONT 25-0 FEET.
6. UTILITY AND DRAINAGE EASEMENTS SAME AS THE BUILDING LINE SETBACKS FOR EACH LOT.

PRIVATE STREET & BRADYWAY FOR THE SUBDIVISION CONTROL DRAINAGE FOR THE VIGO COUNTY AREA SECTION 6-10-11, STREET SPECIFICATIONS: B-4)

6) FURTHER SUBVISION OF ANY LOT SHOWN ON THIS PLAT AS SERVED BY A PRIVATE ROAD MAY BE PROMOTED BY THE VIGO COUNTY SUBDIVISION DRAINAGE DEPARTMENT. THE DRAINAGE DEPARTMENT SHALL BE NOTIFIED IN WRITING BY THE OWNER OF THE LOT TO BE SERVED BY THE PRIVATE ROAD. THE DRAINAGE DEPARTMENT SHALL BE NOTIFIED IN WRITING BY THE OWNER OF THE LOT TO BE SERVED BY THE PRIVATE ROAD. THE DRAINAGE DEPARTMENT SHALL BE NOTIFIED IN WRITING BY THE OWNER OF THE LOT TO BE SERVED BY THE PRIVATE ROAD.



I, WILLIAM M. STEEL, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA, AND THAT I HAVE PERSONALLY AND ACCURATELY SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE CORNERS, BOUNDS, DISTANCES, BEARINGS, AND INTERIORS ARE ACCURATELY SHOWN.

CERTIFIED BY: *[Signature]*

DATE: JANUARY 11, 2004  
FILE NO.: 01104-HMC-3  
AMND DRAINAGE CASEMENT LOT 2  
JULY 19, 2005

WILLIAM M. STEEL  
LAND SURVEYOR  
675 EAST COUNTY ROAD 200 NORTH  
SULLYVA, INDIANA 47882  
(812) 888-9813

