

CHAPEL GLEN COVENANTS AND RESTRICTIONS

Updated and recorded October 15, 1998

A. Street Dedication:

All streets shown and heretofore dedicated are hereby available to the public for its use.

B. Use:

All numbered lots in this Addition shall be designated as residential lots. Only one single dwelling with accessories which shall not exceed two and one-half (2-1/2) stories in height may be erected or maintained on said lots.

C. Building Lines:

Front and side building lines are established as shown on this plat between which lines and the property lines of the street, no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway, pavement, or alley line. No trees shall be permitted to remain within such distances of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line. No wooden or wire fence shall be permitted to extend forward of the established building lines.

D. Prohibited Use:

No carports or lean-to awnings attached to the house, trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition and no boats, trailers, commercial vehicle such as semi-tractors and trucks, commercial vans or other trucks bearing advertising or other commercial indicia of business operations thereon, or camper or recreational vehicle commonly called "R-V's" (including but not in limitation thereof, house trailers, camping trailers or boat trailers), shall be kept or parked upon said lot except within a garage or other approved structure.

E. Nuisance:

No noxious or offensive trade shall be carried out upon any lot in this Addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

F. Animals:

No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.

G Easements:

There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.) "Sewer Easements" (S.E.) and "Utility Easements" (D.E.) either separately or in any combination of the three which are reserved for the use of public utility companies and governmental agencies, as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for areas and local storm drainage, either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easement, which will obstruct flow from the area being served. "Sewer Easements" (S.E.) are created for the use of the local governmental agency bearing jurisdiction over the storm and sanitary waste disposal system or said city and/or county for the purpose of installation, and maintenance of sewers that are part of said system. "Utility Easements" (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires; and also all rights and uses specified for sewer easements above designated. The owners of all lots in this Addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this Addition, to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated. "Common Properties" and "Common Properties-Pedestrian Easement" are also reserved for easements as herein above defined except as expressly designated otherwise.

H. Design Restriction:

- a. No building or structure of any kind, for a period of ten (10) years from date hereof, including but not in limitation thereof, recreational facilities such as tennis, paddleball or basketball courts, fences, screens, walks, mini barns, outbuildings, above-ground and ground surface swimming pools, hot tubs, saunas, and decks, patio, dog runs and dog houses shall be erected on any lot until the plans and specifications, location and three plot plans thereof, in detail and to scale, shall have been submitted to and approved by Chapel Glen Inc. pursuant to Assignment of Design Restriction by College Park Corporation, recorded September 6, 1985 as Instrument #85-76695 in the Office of Recorder, Marion County, Indiana. Such approval shall be in writing designated "Approval" on one set of plans and specifications and signed by the President or Vice President of Chapel Glen Inc., and returned to the applicant who shall submit same to the Permits Section of the Division of Development Services of the Department of Metropolitan Development of Marion County, Indiana, prior to issuance of an Improvement Location Permit and before any construction has begun. Refusal of approval of plans and specifications, location and plot plan may be on any reasonable basis including purely aesthetic grounds in the sole discretion of Chapel Glen Inc., its officers and directors. Chapel Glen Inc. shall not be responsible for any structural defects in such plans and specifications or in any building or structure erected according to such plans or specifications. The Chapel Glen Inc., by its Board of Directors, may appoint a committee of three (3) homeowners to act as an Architectural Committee who shall report to the President or Vice President their findings and majority opinion. If the officer disagrees or seeks further advice, he shall request approval or disapproval from the Board of Directors whose decision shall be final. Approval or disapproval shall be provided to the applicant within thirty (30) days from date of application. If such writing is not provided within thirty (30) days, then applicant shall make a verified statement so stating to apply for Improvement Location Permit to the Department of Metropolitan Development if such is required by Ordinance which shall be issued providing the plans conform to all laws, ordinances and regulations of public agencies having jurisdiction thereof.

- b. Antenna to receive video programming signals by satellites dish one meter or less (39") in diameter from direct broadcast satellites (DBS), multi-channel, multipoint distribution (wireless cable) providers (MMDS), and television broadcast stations (TVBS) may be erected without Board of Directors or Architectural Committee approval if installed as follows.
 - (i) Ground mounted antenna shall be located to the side or rear of a dwelling at the elevation below the nearest roof ridge, provided that such disc may be installed higher than the nearest roof ridge if necessary for an adequate signal, and, provided further that a ground mounted antenna may be erected in the front of a dwelling if it is the only location that an adequate signal can be secured and. in such instance, the ground mounting shall be screened from front lot line and the public street frontage view by evergreen plantings (such as hemlock, spruce, or cedar) of a size at least 3" caliper diameter measured 6" above ground grade and a height of at least 8'.
 - (ii) Side or rear mounted antenna that includes a satellite dish on the side or rear of the dwelling on the lot shall be installed below the nearest roof ridge provided that such antenna may be installed higher than the nearest roof ridge if necessary for an adequate signal.

I. Enforcement:

The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of the law of structures erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, the Chapel Glen Inc., and the Metropolitan Development Commission, their successors or assigns who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provision shall be in full force and effect until October 15, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of anyone of the covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

J. Common Properties:

The area designated "Common Properties", and/or "Common Properties-Pedestrian Easement" in this Addition shall be devoted to the common use and enjoyment of the owners of lots of land in this Addition and other Additions of Chapel Glen and various sections thereof presently platted or to be platted at a later date. Ownership, management and control of "Common Properties" and/or "Common Properties-Pedestrian Easement" shall be exclusively exercised by Chapel Glen Inc., an Indiana non-profit corporation, in accordance with its Charter, By-laws and a certain "amended Declaration of Covenants and Restrictions" recorded as Instrument #67-43875 in the Office of the Recorder of Marion County, Indiana. Each owner of every lot in this Addition shall as a condition precedent to ownership, covenant and agree to pay semi-annually charges to Chapel Glen Inc., in accordance with the Articles of Incorporation, By-laws, and the Amended Declaration of Covenants and Restrictions.

K. Covenants Run With Land:

The foregoing covenants limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

L. Inclusions:

Except as expressly modified herein, all existing plat restrictions of the Eight (8) Sections of Chapel Glen Inc., heretofore described shall remain in full force and effect.

M. Addendums:

By amendments recorded February 27, 1968 as Instrument #68-8838, September 6, 1985 at Instrument #85-76695, January 19, 1990 as Instruments #90-5987 and #90-5988 October 15, 1998 as Instrument #98-0178969 in the Office of the Recorder of Marion County, Indiana, the foregoing amendments to Declaration of Covenants and Restrictions is made inapplicable to land used for schools, churches and other public or quasi public purposes. December 28, 1971 recorded as Instrument #71-71639 WHEREAS Fred T. Horsley and Marilyn R. Horsley granted covenant and restriction rights to College Park Corporation and Chapel Glen Inc., a Buffer Area on the West Side of Chapel Glen Inc.