



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

**48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895**

**(317) 882-7210 Office • (317) 888-7201 Fax**

**[www.move2indy.com](http://www.move2indy.com)**

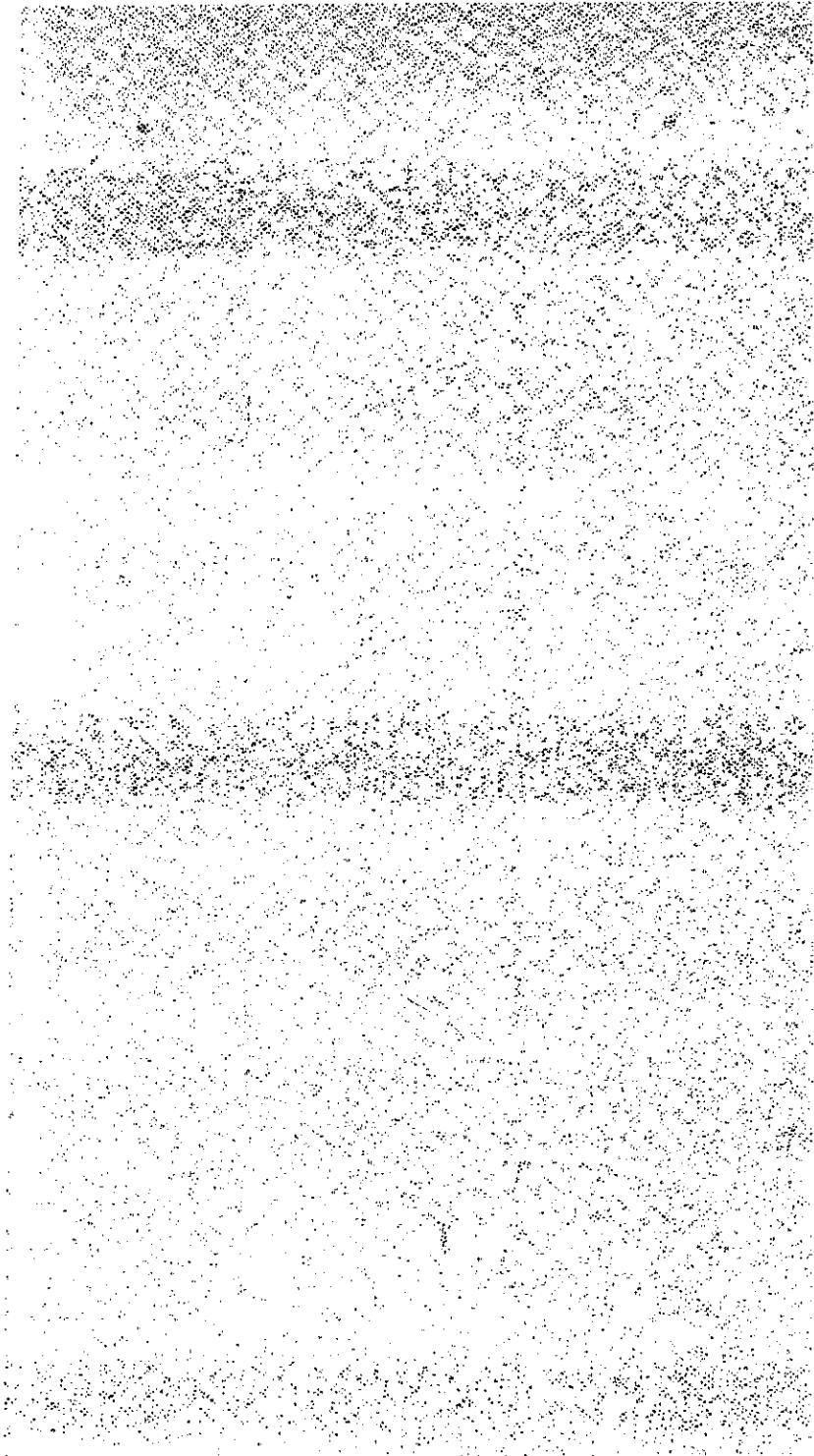
The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**



# **Eagle Nest**

**2002-2003**



**EAGLE NEST  
PROPERTY OWNERS ASSOCIATION, INC.**  
8416 Tanager Lane  
Indianapolis, Indiana 46256

Hello neighbor!

On behalf of the Eagle Nest Property Owners Association, welcome to our neighborhood. Needless to say, Eagle Nest must have appealed to you in order for you to purchase a home here. We hope that your expectations will be met in our neighborhood, one that we believe provides the style and quality of life you and your family will enjoy.

It is the philosophy of the ENPOA Board that interested and involved homeowners make good neighbors. We are pleased to tell you that we have excellent neighborhood participation in the Association activities and on various committees of the Association. We urge you to become involved by volunteering for service on one or more of the Association committees and by taking part in the variety of programs offered during the year. The neighborhood's monthly newsletter, The Eagle Eye, is a good source of information for upcoming opportunities in the neighborhood.

Enclosed is some information about our neighborhood and property owners rights and responsibilities. Please review the material carefully and lend you support to the maintenance of the quality of life in Eagle Nest we have all come to enjoy. Again, welcome to our neighborhood!

Sincerely,

ENPOA Board of Directors

**EAGLE NEST  
PROPERTY OWNERS ASSOCIATION  
8416 Tanager Lane  
Indianapolis, Indiana 46256**

**NEW EAGLE NEST RESIDENT FACT SHEET**

WELCOME TO EAGLE NEST! We hope that you will enjoy our community. To help get to know new residents, the ENPOA Board of Directors has designed this folder of information to help acquaint you with the many opportunities for involvement in Eagle Nest.

Your completion of this form allows us to include your family in the annual printing of our Directory. Thank you for your time. ENJOY your new home in Eagle Nest!

1st Owner: \_\_\_\_\_

1st Owner's Employer: \_\_\_\_\_

2nd Owner: \_\_\_\_\_

2nd Owner's Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Lot #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Please list children's names and birth dates (not ages).

_____	_____
_____	_____
_____	_____

Do you wish to have any of this information omitted from the directory?

Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, which information should be omitted?

\_\_\_\_\_

**\*\*\*\*\* PLEASE RETURN THIS COMPLETED FORM TO LOUISE MAYFIELD,  
8416 TANAGER LANE, 842-4679. THANK YOU !**

**Block Captains**  
Update 11/1/99

Lot Numbers		LEADER Name		B/C LOT Phone No.	
				#	
1	1-3 & 26-32	Kendra Eckert	8451 82nd	26	576-9609
2	4 - 13	Charlotte Carley	8157 Teel Way	32	849-3353
3	33 - 42	Annette Donegan	8418 Sandpiper Court	34	576-9135
4	14 - 23				
5	43 - 51	Lois Garrison	8427 Goldfinch	48	595-9498
6	24 - 25 & 52 - 57				
7	64-69 & 104-107	Pam McKinley	7851 Teel Way	68	849-2662
8	70 - 79	Danielle Bills	8325 Heron	78	849-7152
9	80,81 - 92,93 & 58 - 63	Eileen Busby	8331 Mocking Bird Ln.	92	849-2210
10	94-103	Karen Gallagher	8325 Quail Court	102	849-8882
11	82 - 91	Edwina MacDonald	8310 Mocking Bird Ln.	86	578-3031
12	108 - 120	Barb Sherrill	7832 Mallard Way	144	845-8195
13	121 -129 & 140 - 144	Susan McClure	7816 Mallard Way	142	841-3824
14	130 - 139	Louise Mayfield	8407 Tanager Ln.	133	842-3683
15	145 - 157	Betty Kilcoyne	7802 Gull Court	149	842-2234
16	158-163 & 174-176	Sharon Rowe	8233 Warbler Way	176	578-0607
17	164-173				
18	177-187	Jean Franz	8227 Bittern Ln.	185	577-8091
19	188-195	Helen Galvin	8332 Tanager Ln.	192	841-7338
20	196 to 204 & 216	Greg Allen	8125 Tanager Ln.	207	578-9988
21	205 - 215	Alice Miley	7718 Teel Way	203	842-7901
22	217 - 226	Lori Charleston	8111 Bittern Ln.	220	577-8350
23	227 - 234	Barbara Hurd	8110 Wabler Way	232	841-7870
24	235 -247	Sharon Danielson	7824 Wabler Court	243	849-7195
25	248 - 257	Margie Meier	8007 Bittern Ln.	295	842-6126
26	269 - 283	Debbie Weybright	8128 Tanager Court	274	849-0805
27	258 -268 & 284	Sharon Reed	8109 Tanager Court	280	842-4737
28	294 - 309	Kathy Jackson	8001 Bittern Ln.	296	849-7498
29	313 - 323	Carla Shadiow	7817 Shrike Court	313	842-5428
30	285 - 293	Laurie Welch	7711 Warbler Way	290	849-4640
31	310 - 312 & 324 - 328	Lisa Lane	7910 Shrike Court	323	579-0794
32	329 - 336	Claudette Lane	7809 Nightingale Court	332	842-1068
33	337-338,367-369,381-384	Brian & Jo Holingworth	7820Tanager Ln.	382	578-4991
34	339-342 & 362-366	Sandy Hardy	7833 White Dove Court	340	841-7136
35	343-349,353-356,360-361	Micki Spaulding	7702 White Dove Court	348	849-3969
36	350-352,357-359 & 373,374	Deborah Rodgers	7737 Hague RD.	358	849-5063
37	370-372,375-380	Sara Burd	7808 Tanager Ln.	380	842-0576
38	392-403	Patti Teets	7535 Teel Way	403	841-9493
39	404-410 & 388-391	Shirley Gaughan	7609 Teel Way	409	842-9991
40	385-387,411-419	Stephen Lynch	8245 Humming Bird Cr	414	842-0198

## **Block Captains Major Functions**

**Hospitality** ---- The " BC's " are asked to greet the new neighbor with an information packet when they move into their new home and in general make them feel welcome .

**Crime Watch** -- If there would be information that the Board feels would be of interest concerning the Crime Watch program , you would be asked to pass it along to the houses in your assigned area .

**Communication** - From time to time you may be asked to pass along information that the board would deem of interest to the community and like wise if any one in your area has information that they would like to pass along to the Board or would like the Board to consider we would ask you to get in touch with us .

The Block Captains are encouraged to attend the Board meetings as often as they could so they would have first hand knowledge of what was going on in the neighborhood .

If you have any questions feel free to call on any board member.

Thanks for serving  
The ENPOA Board of Directors

**EAGLE NEST TENNIS & BASKETBALL RULES**  
(updated 12/95)

1. Pool tags will be used as identification for admittance to the basketball and/or tennis courts. Guests are invited with an Eagle Nest resident present. Security will check for tags during their regular patrols.
  2. Adults (18 and over) will have priority use of the tennis courts after 5:00 pm on weekdays and at all hours on weekends and holidays. Youth (under 18) may NOT sign up for court during the above times. Should a court become available, those under 18 are encouraged to use it. If an adult wants to play, the youth must relinquish the court.
  3. Sign up will be at the court bulletin board. Please sign up no more than two days in advance with 1 HOUR MAXIMUM PLAYING TIME.
  4. Children under eight need adult supervision.
  5. Profanity and vandalism of any kind will not be tolerated.
  6. The backboard may only be used when the adjacent court is not in use.
  7. Eagle Nest sponsored Tennis and Basketball Tournaments and social functions have first priority when reserving the courts.
- \*\*\*\*\*Security has the authority to remove anyone violating the rules.

**EAGLE NEST POOL RULES**

Pool rules will be distributed to all residents with the annual ballots for ENPOA Board of Directors. *If a resident moves into Eagle Nest after pool tags have been distributed, please contact the Pool Manager to arrange pick up of tags.*

Approved and filed October 15, 1993  
Amendment June 8, 1976; Article IX, section 9.01  
Amendment October 11, 1976; Article V, Section 5.11 added  
Amendment March 15, 1979; Article V, Section 5.01  
Amendment December 15, 1993; Article V, Section 5.08, Clause 5.082  
and Article II, Section 2.03

**CODE OF BY-LAWS  
OF  
EAGLE NEST PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I  
Definitions**

As used in this Code of By-Laws:

Section 1.01. The term "Association" shall mean Eagle Nest Property Owners' Association, Inc.

Section 1.02. The term "Act" shall mean the Indiana Not-For-Profit Corporation Act of 1971, as amended from time to time.

Section 1.03. The term "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 1.04. The term "Code of By-Laws" shall mean the Code of By-Laws of the Association, as amended from time to time.

Section 1.05. The term "Project" shall mean the subdivision known as Eagle Nest, which is situated in Marion County, Indiana.

**ARTICLE II  
Identification**

Section 2.01. Name. The name of the Association is Eagle Nest Property Owners' Association, Inc.

Section 2.02. Principal Office and Resident Agent. The location of the principal office of the Association and the designation of the resident agent of the Association shall be as specified in the Articles of Incorporation, unless, after the adoption of the Articles of Incorporation, such location or such designation or both shall be changed in

accordance with the requirements of the Act, in which case the notice of the change that is required by the Act (and the more or most recent of such notices, if two or more shall have been filed) shall be conclusive as to the matters covered by such notice.

Section 2.03. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in the next subsequent calendar year.

### ARTICLE III Membership

Section 3.01. Qualifications for membership. The qualifications for membership and associate membership in the Association shall be those prescribed in the Articles of Incorporation.

Section 3.02. Evidence of Membership. The Board of Directors of the Association shall have the power (but not the duty) to cause the issuance of evidences of membership and Associate membership in the Association to the members and associate members thereof in such form as the Board of Directors shall prescribe. As of the date of the adoption of this Code of By-Laws, the Board of Directors has taken no action (except the adoption of this By-Law) in respect of evidence of membership or associate membership in the Association.

Section 3.03. Privileges of Membership. The members and associate members of the Association (and any person who both belongs to the family of a member or associate member and has the same residence as the member or associate member to whose family he belongs, and any person who is a guest of a member or associate member of the Association) shall have the privilege of using the areas designated as commons areas in the plats of the Project, and any other recreational facilities within the Project that are owned by the Association, in accordance with the restrictive covenants for the Project, the Articles of Incorporation, and any such other rules for the use of such facilities adopted from time to time by resolutions of the Board of Directors of the Association.

### ARTICLE IV Meetings of Members

Section 4.01. Place of Meetings. Any meeting of the members of the Association may be held at any place within Marion County, Indiana. The place at which a particular meeting of the members is to be held shall be stated in the notice of that meeting.

Section 4.02. Annual Meeting. The annual meeting of the members of the Association for the election of Directors whose terms have expired, and for the transaction of such other business as may properly come before the meeting, shall be held

at seven o'clock in the evening of the second Monday in June of each year, if that day shall not be a legal holiday, and, if it shall be a legal holiday, then on the first following day that shall not be a legal holiday. Failure to hold the annual meeting at the designated time shall not work any forfeiture of the charter, or dissolution, of the Association.

Section 4.03. Special Meetings. A special meeting of the members of the Association may be called by the President, by a majority of the Board of Directors, or by a written petition signed by a person who has, or persons who have, the right (under the Articles or Incorporation and the Code of By-Laws) to cast one-half (1/2) of the votes on any question upon which the vote of the membership of the Association shall be required or desirable.

Section 4.04. Notice of Meetings. A written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting (or when required by any provision of the Act or the Articles of Incorporation, or by any other provision of the Code of By-Laws), the purpose for which such meeting shall have been called, shall be delivered or mailed by the Secretary to each person (or group of persons constituting a tenancy by the entireties, a joint tenancy, or a tenancy in common) owning a numbered lot in the Project at least ten (10) days before the date of the meeting. Unless the Secretary shall have been otherwise notified in writing, adequate notice of a meeting shall be deemed to have been given to any member if said notice is mailed to the address of the member supplied by such member to the Association for the purpose of such notice. Notice of any meeting of members may be waived in a writing filed with the Secretary of the Association before the time of the meeting, at the time of the meeting, or after the time of the meeting, or by attendance in person.

#### Section 4.05. Voting at Meetings.

Clause 4.051. Voting Rights. The voting rights of the members of the Association shall be as prescribed in the Articles of Incorporation.

Clause 4.052. Method of Voting. A vote attributable to a numbered lot in the Project shall be cast as follows:

(a) If the lot is owned by one person, the vote shall be cast by that one person.

(b) If the lot is owned by more than one person, either as tenants in common, as joint tenants, or as tenants by the entireties, the vote attributable thereto shall be deemed properly cast if cast by any one of the tenants in the absence of any objection, or contrary vote, by any other of them.

(c) If a lot is owned by more than one person, either as tenants in common, as joint tenants, or as tenants by the entireties, and if two or more of them desire that the vote attributable to that lot be cast in different ways, or one of them desires that it not be cast, then the vote attributable thereto shall be deemed properly cast if cast by not less than a majority in number of the tenants.

Clause 4.053. Proxies. Any person who is entitled to vote (as the sole owner of a numbered lot in the Project or as one of a group of tenants by the entireties, joint tenants, or tenants in common owning such a lot) at any meeting of the members of the Association may vote in person or by proxy executed in writing or by a duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless a longer time is expressly provided for upon the face of the proxy instrument.

Clause 4.054. Quorum. A quorum shall be deemed to be present at any annual meeting of the members of the Association if, at such meeting of the owners of not less than ten (10) of the numbered lots in the Project are present. A quorum shall be deemed to be present at any special meeting of the members of the Association if, at such meeting, the owners of not less than twenty (20) of the numbered lots in the Project are present. For the purposes of this Clause 4.054, the owner of a lot shall be deemed to be present at a meeting if any owner of that lot is present in person or by proxy or by attorney in fact, whether the tenant so present is a sole owner, a tenant in common, a joint tenant, or a tenant by the entireties.

## ARTICLE V The Board of Directors

Section 5.01. Qualification and Election. The affairs of the Association shall be managed first by a Board of three (3) Directors. Each member of the first Board of Directors designated in the Articles of Incorporation shall serve for a term of three (3) years. Thereafter, the number of members of the Board of Directors shall be elected by the members of the Association, voting in accordance with the Articles of Incorporation and the Code of By-Laws. At the June 1979 Annual Meeting, members shall vote for (4) four Directors serving two (2) year terms, and (1) Director serving (1) one year term. Thereafter, all Directors shall be elected for (2) two year terms.

Section 5.02. Vacancies. Any vacancy that shall occur in the Board of Directors by death, resignation, or otherwise shall be filled by a majority vote of the remaining Directors, and the Director so chosen shall serve the unexpired portion of the term for which the person who he is replacing shall have been elected or chosen.

Section 5.03. Annual Meeting. The Board of Directors shall hold an annual meeting immediately after the annual meeting of the members of the Association, for the purposes of organization, election of officers, and the consideration of any other business that properly may be brought before the meeting. The failure to hold any annual meeting at the designated time shall not work any forfeiture of the charter, or dissolution, of the Association.

Section 5.04. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President and shall be called on the written request of any two (2) Directors.

Section 5.05. Notice of Meetings. A written or printed notice stating the place, day and hour of the annual or a special meeting shall be delivered or mailed by the Secretary to each Director at least three (3) days before the date of the meeting. Notice of any meeting of Directors may be waived by any Director in writing filed with the Secretary before the time of the meeting, at the time of the meeting, or after the time of the meeting, or by attendance in person.

Section 5.06. Place. All meetings of the Board of Directors of the Association shall be held at such place as may be specified in the respective notice, or waivers of notice, thereof.

Section 5.07. Quorum. A majority of the whole Board of Directors shall be necessary to constitute a quorum thereof, except for the filling of vacancies, which shall require a majority of the existing Directors for a quorum. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5.08. Powers and Duties of Directors.

Clause 5.081. Powers. The powers of the Board of Directors shall include, but not be limited to:

(a) the power to adopt and publish rules and regulations governing the use of those parts of the Project that are or will be owned by, or are otherwise under the control of, the Association; and

(b) the power to exercise for the Association all the powers and duties of the Association whose exercise is not reserved or committed to the membership of the Association by the Code of By-Laws or the Articles of Incorporation.

Clause 5.082. Duties. The duties of the Board of Directors shall include, but not be limited to, the duty to fix prior to the first day of January in each year, the amount of the annual charge that is to be made against each member of the Association pursuant to the provisions for such a charge that are contained in the Articles of Incorporation and in the subdivision plats of the Project.

Section 5.09. Adoption of Rules and Regulations. The Board of Directors shall adopt rules and regulations relating to the use and enjoyment of the streets, commons areas, and any other recreational facilities within the Project that are owned by the Association.

Section 5.10. Committees. The Board of Directors may create such temporary and standing committees as it shall deem necessary, and shall assign to each committee so created such duties as the Board of Directors shall consider proper for assignment to

such committee. The Board of Directors shall choose committee members from the membership of the Association, and each such committee member shall serve at the pleasure of the Board of Directors.

**Section 5.11 Indemnification and Insurance.** This Corporation shall indemnify any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation against liability and expense actually and reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal; the terms "liability" and "expense" shall include, but shall not be limited to attorneys' fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by, a director, officer employee or agent, in which he is made or threatened to be made, a party by reason of being or having been in any such capacity, or arising out of his status as such, except in relation to matters as to which he is adjudged in such action, suit or proceeding, civil or criminal, to be held liable for negligence or misconduct in the performance of duty to the Corporation; provided, however, that the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation against any liability for wrongful acts, including negligence or misconduct, asserted against him or incurred by him in any such capacity, or arising out of his status as such.

## ARTICLE VI

### The Officers of the Association

**Section 6.01. Number.** The officers of the Association shall be a President, a Secretary and a Treasurer, and, in addition, the Directors may choose not more than two Vice Presidents and not more than two Assistant Secretaries. Any person may hold two (2) offices at the same time except the offices of President and Secretary. No officer, except the President, need be a Director.

**Section 6.02. Election and Term of Office.** The officers shall be chosen annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold his office until his successor shall have been chosen and qualified, or until his death, resignation, or removal.

**Section 6.03. Removal.** Any officer may be removed, with or without cause, at any time, by a vote of not less than two (2) Directors, at a special meeting of the Board of Directors called for the purpose of considering the removal.

**Section 6.04. Vacancies.** Any vacancy in any office because of death, resignation, or removal, or otherwise caused, shall be filled for the unexpired portion of the term by a person chosen by the Board of Directors.

**Section 6.05. The President.** The President, who shall be chosen from the Directors, shall have active executive management of the operations of the Association, subject, however, to the control of the Board of Directors. He shall, in general, perform all duties incident to the office of President and such other duties as, from time to time, may be assigned to him by the Board of Directors.

**Section 6.06. A Vice President.** A Vice President shall have such powers and perform such duties as the Board of Directors may prescribe or as the President may delegate to him. In the case of absence or inability to act as the President, a Vice-President shall temporarily act in his place.

**Section 6.07. The Secretary.** The Secretary shall keep, or cause to be kept, in books that shall be provided for the purpose and shall, remain in the Secretary's custody, the minutes of the meetings of the members of the Association and of the Board of Directors; shall at all times keep at the principal office of the Association a complete and accurate list of the names and addresses of all members of the Association; shall attend to the giving of all notices in accordance with the provisions of this Code of By-Laws and as required by law; shall be the custodian of the records (except the financial records) of the Association and of any die or other instrument usable in affixing any seal of the Association to paper; shall affix the seal of the Association (by means of a die or by hand) to every document whose execution on behalf of the Association under its seal shall have been properly authorized; and shall, in general, perform any duties incident to the office of Secretary and such other duties as, from time to time, may be assigned to him by the Board of Directors or the President.

**Section 6.08. An Assistant Secretary.** An Assistant Secretary shall have such powers and perform such duties as the Board of Directors may prescribe or as the President may delegate to him.

**Section 6.09. The Treasurer.** The Treasurer shall be the financial officer of the Association; shall keep, or cause to be kept, in books that shall be provided for the purpose and shall remain in the Treasurer's custody, complete books and records showing the financial condition of the Association and shall keep a separate financial account of each member of the Association; shall have charge and custody of, and be responsible for all funds of the Association and shall deposit all such funds in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, moneys due and payable to the Association from any source; shall disburse the funds of the Association in accordance with the instructions of the Board of Directors of the Association; shall render to the President, on request, an account of all his transactions as Treasurer and of the financial condition of the Association; and shall, in general, perform all the duties incident to the office of Treasurer and such other duties as, from time to time, may be assigned to him by the Board of Directors or the President.

**ARTICLE VII**  
**Corporate Books and Records**

Section 7.01. Place of Keeping, in General. Except as otherwise provided by the laws the State of Indiana or this Code of By-Laws, the books and records of the Association may be kept at such place or places as the custodian thereof may select, but all of such books and records shall be open for inspection by any member of the Association for proper purposes at any reasonable time.

**ARTICLE VIII**  
**Execution of Checks And Contracts**

Section 8.01. Execution of Checks. Every check for the payment of money of the Association, and every promissory note of the Association, shall, unless otherwise ordered by the Board of Directors or required by law, be signed by the Treasurer of the Association.

Section 8.02. Execution of Contracts. Every contract (in addition to those mentioned above in this Code of By-Laws) to which the Association shall be a party, shall be executed in its name by its President or Vice President and attested by the Secretary or an Assistant Secretary, and the Secretary or an Assistant Secretary shall, when doing so shall be appropriate, affix the seal of the Association to such contract.

**ARTICLE IX**  
**Amendments**

Section 9.01. In General. The power to add to, alter, amend or repeal (wholly or in part) this Code of By-Laws is vested in the Board of Directors. The affirmative vote of a majority of Directors shall be necessary to effect any addition to, or alteration; amendment or repeal of, this Code of By-Laws.

Approved and filed June 12, 1973  
Amendments May 15, 1980; Article II, Section 7, 8, 10  
Amendment May 1, 1993; Article IV

**ARTICLES OF INCORPORATION  
OF  
EAGLE NEST PROPERTY OWNERS' ASSOCIATION, INC.**

WHEREAS, The Shorewood corporation, an Indiana corporation (hereinafter sometimes referred to as "the Developer"), is now developing parts of Marion County, Indiana, as a complete residential community that will be known as "Eagle Nest" and is hereinafter sometimes referred to as "the Project"; and

WHEREAS, it is desirable that a cooperative maintenance and recreation system be established, governed and operated by the owners of the residential lots in the Project in such a manner as to promote the creation and preservation of peaceful enjoyment of the property and the protection and enhancement of property values in the Project; and

WHEREAS, plat restrictions and restrictive covenants are to be recorded with respect to the Project;

KNOW ALL BY THESE PRESENTS, that I, the undersigned, a citizen of the United States, do hereby undertake to form a not-for-profit corporation without capital stock under the provisions of The Indiana Not For Profit Corporation Act, as amended.

**ARTICLE I**

The name of the corporation is Eagle Nest Property Owners' Association, Inc., and it is hereinafter referred to as "the Association".

**ARTICLE II**

The general objects and purposes and powers of the Association are:

1. To exercise the powers and functions granted to it in, or pursuant to, the plat restrictions applicable to the Project, or any portion thereof, and any other restrictive covenants that have heretofore or may hereafter be recorded in respect of the Project, or any part thereof.

2. To care for, maintain, and repair certain vacant and unimproved and unkempt lots and certain common areas of the Project, or any part thereof; to repair, rebuild, and maintain structures of residences on any lot in the Project for the purposes of preventing any such structure's falling into a rundown condition; to repair, maintain, rebuild and/or beautify all streets and their rights of way, and all commons and residential facilities within the Project that are not subject to maintenance by governmental authority.

3. To provide for the payment of taxes and assessments, if any, that may be levied by any governmental authority upon any area in the Project that may be conveyed to the Association.

4. To enforce charges, easements, restrictions, conditions, covenants, and servitudes existing upon and created for the benefit of the property over which the Association may have jurisdiction; to pay all expenses incidental thereto; to enforce the decisions and rulings of the Association; and to pay all expenses in connection therewith.

5. To provide for the operation, maintenance and management of any swimming pools, tennis courts, lodges or clubhouses, or other recreational facilities, and other community features of such land in the Project as may be conveyed to the Association, and to provide for the maintenance of those areas designated on the plats of the Project as Common Areas.

6. To appoint such committees as may be necessary to, or convenient in, the Association's discharging the duties entrusted to it.

7. To levy an annual charge that shall be a lien against the real estate in the Project and a personal obligation of the members of the Association; to publish the names of members who shall fail to pay the charges made by the Association; to sue to collect any of such charges as are not paid; and to foreclose any such lien. Each year the Board of Directors of the Association shall consider the current operational and maintenance needs and future needs, including capital needs of the Association and, in the light of those needs, shall fix the amount of the annual charge herein provided for, which shall not be less than ninety-six dollars (\$96.00) in respect of each numbered lot. In no event may the Board of Directors increase the annual charge by more than ten per cent (10%) over the preceding year's charge without prior approval obtained at a special meeting of the members of the Association held for that purpose and upon a majority vote of those members voting at such meeting. Nothing contained in this paragraph 7 does, or is intended to, or shall be construed to, create in the Association a power to levy or make any charge of any kind against the Developer, or against the Association itself.

8. To acquire by gift, purchase, or other means, to own, hold, enjoy, lease, operate, maintain, convey, sell, lease, transfer, mortgage, or otherwise encumber, or dedicate for public use, real or personal property in connection with the business of this Association; provided, however, that the power to convey, sell, transfer, mortgage or otherwise encumber real property owned by the Association may not be exercised without prior approval obtained at a special meeting of the members of the Association held for that purpose and upon a majority vote of those members voting at such meeting.

9. To expend the moneys collected by the Association from assessments or charges, and other sums received by the Association, for the payment and discharge of all proper costs, expenses, and obligations incurred by the Association in carrying out all or any of the purposes for which the Association is formed.

10. To borrow money and to give, as security therefor, a mortgage or other security interest in any or all real or personal property owned by the Association, or a pledge of moneys to be received under paragraph 7 above, and to assign and pledge its right to make assessments and charges and its right to claim a lien therefor; provided, however, the powers stated in this section 10 may not be exercised without prior approval obtained at a special meeting of the members of the Association held for that purpose and upon a majority vote of those members voting at such meeting.

11. To do any and all lawful things and acts, and to have any and all lawful powers, which a corporation organized under and by virtue of The Indiana General Not For Profit Corporation Act, as amended, may do and have, and in general to do all things necessary and proper to accomplish the foregoing purposes, including the specific power to appoint any person or corporation as its fiscal agent to collect all assessments and charges levied by the Association and to enforce the Association's liens for unpaid assessments and charges or any other lien owned by the Association.

### ARTICLE III

The period during which the Association shall continue as a corporation shall be perpetual.

### ARTICLE IV

The post office address of the principal office of the Association shall be C/O Sandy Nering, 7909 Teel Way, Indianapolis, Indiana 46256, and the name of its Resident Agent is Sandy Nering, whose post office address is 7909 Teel Way, Indianapolis, Indiana 46256.

## ARTICLE V

1. The members of the Association shall be persons or corporations who at any time are owners (legal or equitable) of numbered residential lots in a subdivision known as Eagle Nest, as now or hereafter constituted, including any future additions ("the Project"). A person who has no interest in real estate in the Project other than interest that is held merely as security for the performance of obligation to pay money (e.g., the interest of a mortgagee or a land contract vendor) shall not be entitled to membership in the Association.

2. Membership in the Association shall lapse and terminate when any member shall cease to be the owner of a numbered residential lot in the Project.

3. Any meeting of the members of the Association may be held at any place within Marion County, Indiana. The place at which a particular meeting of the members is to be held shall be stated in the notice of that meeting.

4. The members of the Association shall be divided into two classes, namely, Class A members and Class B members. No person, firm or corporation except the Developer (and any person who shall hereafter succeed to the Developer's business and properties substantially as a whole) shall hold a Class B membership in the Association. A Class A member shall be entitled to one vote for each numbered residential lot in the Project that is owned by the member; a Class B member shall be entitled to three votes for each numbered residential lot in the Project that is owned by the member; a Class B member shall be entitled to three votes for each numbered residential lot in the Project that is owned by the member. Any member (whether a Class A member or a Class B member), shall have the power to cast his vote or votes by proxy or voting trust.

5. In addition to the Class A and Class B members described in paragraph 4 above, the Association may have associate members. Any person who is approved by the Board of Directors may be an associate member of the Association. Associate members shall have no vote or right to notice of any meeting of members, regular or special. Associate members shall be required to pay the same annual charge as members pay for residential lots in Eagle Nest, shall be required to observe all rules governing the conduct of members, and shall be entitled to enjoy all the other privileges of membership.

6. No member may be expelled from membership in the Association for any reason whatsoever; provided, however, that the Board of Directors of the Association shall have the right to suspend the voting rights (if any) and right to use of the recreational facilities of the Association of any member or associate member (i) for any period during which any Association charge owned by the member or associate member remains unpaid; and (ii) during the period of any continuing violation of the restrictive covenants for the Project, after the existence of the violation shall have been declared by the Board of Directors of the Association.

7. There shall be no other preferences, limitations or restrictions with respect to the relative rights of the members.

#### ARTICLE VI

The affairs and business of the Association shall be managed by a Board of Directors consisting of not less than three nor more than seven members, the exact number to be stated in the By-Laws of the Association. In the absence of such a statement in the By-Laws, the number of Directors shall be three. Each member of the first Board of Directors shall serve for a term of three years; thereafter, each Director shall serve for such a term as may be prescribed by the By-Laws.

The Board of Directors of the Association shall have power to adopt By-Laws of the Association not inconsistent with these articles or with the laws of the State of Indiana. Pursuant to the By-Laws, the Board of Director may elect a President, one or two Vice Presidents, a Secretary, one or two Assistant Secretaries, and a Treasurer. The offices of Secretary and Treasurer may be filled by one person. The officers shall have such qualifications, powers, and duties, and shall be elected in such manner, at such time and place, and shall serve for such terms as may be provided in the By-Laws of the Association.

#### ARTICLE VII

The names and addresses of the first Board of Directors are as follows: Allen E. Rosenberg, The Shorewood Corporation, Noblesville, Indiana 46060; Stanley E. Hunt, The Shorewood Corporation, Noblesville, Indiana 46060; and Jack Distelhorst, The Shorewood Corporation, Noblesville, Indiana 46060.

#### ARTICLE VIII

The name and address of the incorporator is Stanley E. Hunt, The Shorewood Corporation, Noblesville, Indiana 46060.

#### ARTICLE IX

No property is to be taken over by the Association at or upon its incorporation, but this fact shall in no manner restrict the Association in respect of its later receiving property by donation, grant, purchase, or other means.



Approved and filed September 21, 1973  
Amendments December 15, 1993; Section 10, Part C, subsection ii

**DECLARATIONS OF RESTRICTIONS  
EAGLE NEST PROPERTY OWNERS ASSOCIATION, INC.**

THIS DECLARATION, made this 21st day of September, 1973, by The Shorewood Corporation, an Indiana corporation (hereinafter referred to as the "Developer", WITNESSES:

WHEREAS, the developer is the owner of all the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as the Eagle Nest Development (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof which will be recorded in the office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof:

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 350 residential lots within the lands shown on Exhibit A.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Eagle Nest Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Eagle Nest Property Owners Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in paragraph 10 of the Declaration.

C. "Lot" shall mean any parcel of residential real estate described by one of the plats of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. Approvals, determinations permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer or the Association by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

## 2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as a part of the Development, unless it is otherwise designated by the Developer, is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and such outbuildings as are usually accessory to a single-family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be used in a manner consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceeding now pending before the Metropolitan Development Commission of Marion County, Indiana, under Docket No. 73-z-116. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Residential Use of Accessory Outbuilding Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been

substantially completed shall be made by the Committee and such decision shall be binding on all parties.

### 3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plats of the sections within the Development, but shall in no case contain less than 1,500 square feet of living area.

#### B. Residential Set-Back Requirements.

(i) Front Set-Backs. Unless otherwise provided in these Restrictions or on the recorded plats, all dwelling houses and above grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established in plats of the various portions of the Development.

(ii) Side Yards. The side yard set-back lines shall not be less than ten (10) feet from the side line of the lot on one side and seven (7) feet from the side line of the lot on the other side.

(iii) Rear Yards. The rear set-back line shall be at least twenty (20) feet from the rear lot line.

C. Fences, Mailboxes and Trees Tree Control Plan. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two trees growing upon it in the front yard by the time the house is completed, and if this requires plantings by the Owner, the Committee must approve the size and location of such trees. Within all areas shown on the plan filed with the Metropolitan Development Commission under Docket No. 73-z-116 as covered with trees, no tree with a trunk diameter of four (4) inches or more when measured four (4) feet above the ground may be removed without the prior written consent of the Committee. No substantial tree removal program may be instituted by the Developer without prior consultation with the staff of the Metropolitan Development Commission.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete.

E. Garages Required. All residential dwellings in the Development shall include an enclosed garage which shall be shown in the plans submitted to the Committee pursuant to paragraph 7 of these Restrictions.

F. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

G. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6)

months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

**H. Time in Which to Build Structures.** The time or times within which the Owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development. If a house is not completed upon a lot within the prescribed time, the Developer shall have the option to repurchase such lot for a price, in cash, equal to the Owner's cost basis in the lot, including the cost of improvements up to the time of repurchase. This option shall expire if not exercised prior to the time of completion of the house.

**I. Prohibition of Used Structures.** All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

**J. Maintenance of Lots and Improvements.** The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

- (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Cut down and remove dead trees.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

**K. Association's Right to Perform Certain Maintenance.** In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

#### 4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

**A. Outside Toilets.** No outside toilets shall be permitted on any lot in the Development (except during a period of construction, and then only with the consent of the Committee).

**B. Construction of Sewage Lines.** All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or

surface) shall be discharged into sanitary sewers. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service line shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

#### 5. RESTRICTIONS CONCERNING THE EASTERLY LOTS.

No residential lot shall be platted along the east boundary of the Development which does not comply with all requirements of the D-2 classification within the Marion County, Dwelling District Zoning Ordinance as presently in force.

#### 6. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street in the Development. No such vehicle shall be parked in view in the Development for more than a forty-eight (48) hour period.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No Owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swells. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swell is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All owners, if necessary, shall install dry culverts between the road rights of way and their lots in conformity with specifications and recommendations of the Committee.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee.

L. Sight Distances at Intersections. 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 tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## 7. EAGLE NEST DEVELOPMENT CONTROL COMMITTEE.

### A. Powers of Committee.

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" = 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) Power of Disapproval. The Committee may refuse to grant Permission to construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures; the proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other Owners.

(iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One (1) copy of all submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it nor for any defects in any work done according thereto.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

#### 8. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two (2) or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two (2) or more of said lots as a site for a single dwelling house, he shall apply in writing to the Committee for permission so to use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one (1) single dwelling house.

#### 9. OWNERSHIP, USE AND ENJOYMENT OF COMMONS AND RECREATIONAL FACILITIES.

Each commons and recreational facility depicted on the recorded plats of the Development shall remain private, and neither the Developer's execution or recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the commons or recreational facilities. A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of it shall from time to time grant, for the use and enjoyment of the commons and the recreational facilities, is granted to the persons who are from time to time members of the Association. Ownership of the commons and recreational facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of deed or deeds conveying such commons and recreational facilities to the Association.

## 10. EAGLE NEST PROPERTY OWNERS' ASSOCIATION, INC.

### A. In General.

(i) There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Eagle Nest Property Owners Association, Inc.", which is referred to as the "Association". Every Owner of a residential lot in the Development shall be a member of the Association. If a person would realize upon his security and become the Owner of a residential lot within the Development, he shall then be subject to all the requirements and limitations imposed in these Restrictions on other Owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

(ii) In addition to the foregoing, the Board of Directors of the Association may establish associate memberships in the Association for persons who are not otherwise entitled to the benefits of membership by virtue of being Owners of residential lots with the Development. Associate members shall have none of the rights of members to vote at meetings of the Association. The Board of Directors of the Association may establish fees or charges for such associate memberships and rules and regulations concerning such associate memberships which may be different from those applicable to members generally.

### B. Purpose of the Association.

(i) The general purpose of the Association is to provide a means whereby those areas within the Development designated as commons and recreational areas on the plats thereof, and such other recreational facilities within the development as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced.

(ii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such commons and recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.

### C. Power of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such charge shall be at least \$96.00 per year for each residential lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater. No charge shall ever be levied by the Association against the Developer or any corporation that may be created to acquire title to and operate utilities serving the Development.

(ii) Every such charge shall be paid by the members of the Association before the first day of March of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of January of each year, and written notice of the charge so fixed shall be sent to each member.

(iii) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of 6% per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lots subject to the charge, shall in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys fees, incurred by the Association in collecting the same. Every Owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph 10-C of the Restrictions.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of the Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the properties owned or operated by the Association.

E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting of rights, if any, and the right to use the facilities of the Association of any member or associate member (i) for any period during which any of the Association's charges owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development. after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of incorporation, By-Laws or regulations of the Association.

## 11. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

## 12. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representative, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

## 13. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

## 14. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2073, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

## 15. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declaration this 21st day of September, 1973.

THE SHOREWOOD CORPORATION

(Signed) Stanley E. Hunt

ATTEST:

Hayes T. O'Brien, Secretary

STATE OF INDIANA        )

)

COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State; personally appeared Stanley E. Hunt and Hayes T. O'Brien, the Executive Vice President and Secretary of the Shorewood Corporation and acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation.

Witness my hand and seal this 21st day of September, 1973.

(Signed) Cheri Lou Graf, Notary Public

My commission expires: May 13, 1976

This instrument was prepared by Daniel E. Johnson, attorney at law.

RULES AND REGULATIONS  
EAGLE NEST CLUBHOUSE, POOL AND GROUNDS

FIRE MARSHALL CAPACITY FOR CLUBHOUSE 170 MAXIMUM

**To The Homeowner: Failure to abide by the following rules will result in complete loss of security deposit.**

1. **THE HOMEOWNERS MUST BE PRESENT AT THE ACTIVITY.** Use of the Eagle Nest Clubhouse and Pool is restricted to Eagle Nest homeowners, their families and designated guests. Failure of the homeowner not to be present at all times will result in complete loss of security deposit. The facilities must be reserved by a homeowner who is a member in good standing. No group activities will be allowed unless sponsored by a member. No commercial endeavors will be allowed in the clubhouse.

2. The homeowner assumes all liability for any damage or theft that may occur to the clubhouse or grounds. The homeowner will be held responsible for any such actions caused by themselves, their families or their guests. An acceptance of liability must be signed at the time of reservation for use of the clubhouse and/or pool facilities. The final clean up of the clubhouse and/or pool area is the full responsibility of the homeowner.

3. A \$200.00 damage and cleaning deposit must be submitted at the time of rental. The deposit will be returned to the homeowner if the clubhouse and/or pool area and all surrounding grounds, including the entire parking lot, have been properly cleaned and no damage to the facility has been sustained. **ONLY CHECKS SIGNED BY THE HOMEOWNER WILL BE ACCEPTED.**

4. RENTAL FEES: BASED ON THE NUMBER OF GUESTS JAN - NOV

CLUBHOUSE ONLY	FEE	WITH POOL
1 - 50 Guests	\$50.00	\$75.00
51 - 100 Guests	\$100.00	\$125.00
Over 100 Guests	\$150.00	\$175.00
POOL ONLY		
1-50 Guests	\$25.00	
Over 50 Guests	\$50.00	
Over 100 Guests	\$100.00	

RENTAL FEES: BASED ON THE NUMBER OF GUESTS December Only

CLUBHOUSE ONLY	FEE
1-100 Guests	\$100.00
Over 100 Guests	\$150.00

5. No clubhouse furnishings are allowed outside the building

6. Alcoholic beverages are permitted in the clubhouse, however NO CASH BARS allowed unless a liquor license is held. Consumption of alcoholic beverages by minors on or about the clubhouse grounds is strictly prohibited.

7. All persons using the clubhouse and pool facilities should give consideration to surrounding Eagle Nest homeowners. Radios, stereos, etc. must be maintained at a low volume. No live music outside.

8. A security guard must be retained for all private parties with over 75 guests. The homeowner is responsible for the fee of the guard. Proof of security shall be given to the Clubhouse Manager with your rental agreement.

9. Eagle Trident Security patrols the clubhouse and grounds routinely. They have the authority to police any function at the clubhouse/pool and take any action necessary to assure activities are kept in accordance with these rules. This security is in addition to any private security hired for a large group activity.

10. Clubhouse rental hours are 10:00 a.m. - 1:00 a.m.

11. During the summer months through Labor Day weekend no private parties will be permitted in the clubhouse before 6:00 p.m. No private party is permitted on the 4th of July.

12. Pool hours for private parties are restricted to 8:00 - 11:00 p.m. Sunday through Thursday, 8:00 - Midnight Friday and Saturday. AN EAGLE NEST LIFEGUARD MUST BE HIRED BY THE HOMEOWNER FOR ANY POOL PARTY. The lifeguard fee is the responsibility of the homeowner.

13. No glass containers are allowed in or around the pool area. Food and drinks are permitted ONLY in the enclosed patio area according to the State Board of Health.

14. All swimmers must wear appropriate swimwear. Wet swimwear is not permitted in the clubhouse except in the restrooms.

15. All persons using the pool and pool area do so at their own risk. Activities that are considered dangerous by the lifeguard will be prohibited.

16. Fire extinguishers are placed in strategic locations in the clubhouse for emergency use. Please use caution and common sense when operating.

17. The Eagle Nest Property Owners Association is not responsible for any loss or damage of personal property.

18. THE CLUBHOUSE MUST BE SECURED AT THE END OF YOUR FUNCTION.

- a. Lock upper level: Main, patio and exit doors
- b. Lock lower level: Exterior restroom doors
- c. Turn out all lights.

19. Keys must be returned to the Clubhouse Manager by 10:00 a.m. the day after your function.

20. The board reserves the right to refuse rental at their discretion.

Ex 489



EAGLE NEST PROPERTY OWNERS ASSOCIATION  
8134 WARBLER WAY  
INDIANAPOLIS, INDIANA 46256

To: Residents of Eagle Nest

Subject: Guidelines to the Declaration of Restrictions

Either due to the size of Eagle Nest and/or the increase in more permanent residents, the Restrictions and Review Committee has received an increasing number of requests for improvements that vary from the norm. The deviations are basically for large minibarns and high fences. These deviations require considerable time to work out compromises with the requestor and the adjacent neighbor(s) and what the Committee considers best for Eagle Nest.

To alleviate this condition and to enhance and protect the value, desirability and attractiveness of Eagle Nest as a whole and each of the lots situated therein the Restriction and Review Committee has clarified and further defined the existing Declaration of Restrictions which each resident receives from the Hospitality Committee. These guidelines do not supersede the restrictions listed in the Declaration of Restrictions. Please attach these guidelines to your copy of the Declaration of Restrictions. These guidelines were approved by the ENPOA Board at the 9-20-84 Board Meeting.

The Restriction and Review Committee  
October 18, 1984

GUIDELINES TO  
EAGLE NEST DECLARATION OF RESTRICTIONS

October 18, 1984

Minibarns

Maximum size 8' wide x 12' long x 8' high

Material The building must be wood, ex. cedar boards; grooved exterior panels, etc. Waferboard, plain plywood, or equivalent is not permitted. Roof shingles are required; Tar paper or other rolled strips are not permissible.

Color The buildings must be painted or stained brown or to match the residence.

Number per lot Only one outbuilding (includes minibarns, unattached garages, utility sheds, tool sheds, workshops, playhouses) is permitted.

Maintenance Keep the building level. They tend to settle unevenly. Repair is required. Trim grass and weeds around the building. Keep the area around the barn orderly. Remember, what may not be visible to you may be a visible detraction or eyesore to your neighbor. Outbuildings are not for hiding things behind. Be considerate!

Fences

Maximum height 4'

Types permitted Picket, shadow box, split rail, chainlink, stockade.

Chainlink permitted-Chainlink with wooden posts and top rails.  
Chainlink with metal posts and top rails.

Color permitted Wooden posts and rails are to be painted/stained brown or match house color. The chainlink mesh can be galvanized (silver), green, brown, or black when wooden posts and rails are used. With the all metal type of chainlink fences (metal posts, rails, and chainlink mesh) we suggest that the metal parts be vinyl-coated brown, black, or dark green. If existing metal chainlink fences are repainted, we suggest that they be painted brown, black, or dark green. The black, brown, and dark green colors blend nicely with the surroundings. Silver stands out.

Dog Runs (continued)

will be decided by the Committee. And if 6' high, it can be no larger than than 10' x 12'.

Location It must be located in the back yard, not to the side of the house.

Maintenance It is to be kept clean of dog feces. If a grass floor, it is to be cut as frequent as the lawn is cut. The grass and weeds are to be trimmed on both sides. The posts are to be kept straight.

Mail Box Posts

Type Wood with cross piece and angled support.

Maintenance Paint or stain as required and keep posts vertical.

Replacement If you have a metal posts, when it is need of replacement due to deterioration, please replace with a wood posts to be in harmony with the others.

Screened-in Porches/Room Additions

Design It must be of a harmonious design with the house.

Material It must be the same as the house.

Color It must be the same as the house.

Note Building permits are required in addition to Committee approval. Also, when submitting a request, include an elevation drawing with top and side views and list the materials. Do Not give just a word description and/or a sketch.

Decks

Material Treated wood.

Color Natural or brown or to match house.

Design Provide an elevation drawing with a plot plan and a cross section.

GUIDELINES TO  
EAGLE NEST DECLARATION OF RESTRICTIONS

October 18, 1984

Minibarns

- Maximum size 8' wide x 12' long x 8' high
- Material The building must be wood, ex. cedar boards, grooved exterior panels, etc. Waferboard, plain plywood, or equivalent is not permitted. Roof shingles are required; Tar paper or other rolled strips are not permissible.
- Color The buildings must be painted or stained brown or to match the residence.
- Number per lot Only one outbuilding (includes minibarns, unattached garages, utility sheds, tool sheds, workshops, playhouses) is permitted.
- Maintenance Keep the building level. They tend to settle unevenly. Repair is required. Trim grass and weeds around the building. Keep the area around the barn orderly. Remember, what may not be visible to you may be a visible detraction or eyesore to your neighbor. Outbuildings are not for hiding things behind. Be considerate!

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## EAGLE NEST BOARD & EMPLOYEES 2002-2003

<b><u>President:</u></b>	Doug Butler	845-8134
<b><u>Vice-President:</u></b>	Homer Lathrop	576-9739
<b><u>Secretary:</u></b>	Mary Cooper	845-7365
<b><u>Treasurer:</u></b>	Barb Lynn	577-8286
<b><u>Director:</u></b>	Julie Gordon	842-3437
<b><u>Director:</u></b>	Jim Hansen	585-9235
<b><u>Director:</u></b>	Molly Hershberger	570-1280

### **Clubhouse/Grounds**

<b><u>Manager:</u></b>	Kendra Eckert	576-9609
<b><u>Pool Manager:</u></b>	Mike Penrose	570-9102
<b><u>Secretary/Books:</u></b>	Louise Mayfield	849-7209
<b><u>Eagle Eye Editor:</u></b>	Mary Cooper	845-7365
<b><u>Review/Restrictions:</u></b>	Jim Hansen	585-9235
<b><u>Title Company/Realtor Requests for HOA Dues Assessment Letters:</u></b>		849-7209
<b><u>ENPOA Fax Number:</u></b>		849-7209

### **Eagle Nest Clubhouse**

<b><u>Address:</u></b>	8075 Teel Way
<b><u>Pay Phone:</u></b>	849-9077

## **FREQUENTLY USED PHONE NUMBERS**

### **Lawrence Township Schools:**

Centralized Kindergarten	570-6110
Brook Park Elementary	546-4988
Forest Glen Elementary	823-5446
Indian Creek Elementary	823-4497
Mary Castle Elementary	849-5672
Craig Middle School	823-6805
Lawrence North High School	849-9455
McKenzie Career Center	576-6420
Community & Adult Education	423-8290
Administrative Services	546-4921

**Lawrence Library:** 269-1884

**Security: Eagle Trident Corporation** 573-6799

**Crime Watch:** 327-3811  
(suspicious activity/non-emergency dispatch)

**Mayor's Action Center\*:** 327-4622

*\*Contact Mayor's Action Center for information or complaints including, but not limited to: trash pickup, animal control, dead animal removal, chuckholes, abandoned vehicles, weeds, etc.*

**Marion County Health Department:** 221-2000

**Indiana Department of Health:** 233-1325

**Department of Natural Resource\*\*:** 232-4010

*\*\*Contact to report nuisance wildlife.*

EagleNest

