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## AUTUMN OAKS

### RESTRICTIVE COVENANTS

APRIL 1995

[LOCATED AT THE WEST SIDE OF COUNTY LINE ROAD, ON 1156 N, LINCOLN TWP.]



1. Duplexes are not allowed
2. All one story residential structures with basements shall have a minimum first floor area of 1500 square feet
3. All one story residential structures without a basement shall have a minimum first floor area of 1600 square feet
4. All one-and-one-half story residential structures shall have a minimum first floor area of 1064 square feet and the total of both floors shall be 1800 square feet. However, the entire upper floor of said structure shall be finished and livable.
5. All tri-level and bi-level residential structures shall have a minimum first floor area of 1344 square feet not including the lower level of said structure.
6. All two story residential structures shall have a minimum first floor area of 936 square feet and a total of booth floors of 1800 square feet
7. Attached garages are required
8. The minimum areas do not include porches, breezeways, or attached garages.
9. No building previously or completely constructed elsewhere

shall be moved upon any lot in this subdivision

10. No homes are to be constructed with pre-fabricated or modular units
11. ~~No residence or structure shall be commenced, erected, or maintained on any lot in autumn oaks until the construction plans and specifications have been submitted to and approved by one of the following: James J. Dinges, or William L. Walters, or their agent or assign.~~
12. These restrictions are good for 20 years from the date of recording.

## DEER RUN SUBDIVISION COVENANT



*[LOCATED AT THE SOUTHWEST CORNER OF 400W & 700N, MCCLELLAN TOWNSHIP]*

Subject to all easements, right-of-way, and restrictions of record, taxes due prorated to current year and payable in next year, and to all subsequent taxes.

In addition, this conveyance is subject to the following covenants and restrictions which will govern the use and occupancy of the tract being conveyed by Grantor to Grantee, to-it:

### **I. THE CONCEPT**

The lots being conveyed herein is part of an overall development of the Grantor consisting of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10. These lots are being developed to enhance and respect the very robust natural terrain features. The changing landscape, with elevated wooded areas, offers an opportunity to relate to many architectural precedents. All lots have been designed to preserve wooded areas and topographical features to the extent consistent with good planning. The goal of the developer is to create a harmonious professional development.

### **II. SITE PLANNING**

Each parcel should be carefully evaluated by Grantee for topography and use. Homes should be located with attention to potential neighboring structures regarding orientation to views and privacy. Garages and detached buildings should be oriented so as not to dominate facades, and rear or side entry garages are preferred. Driveways should be curved and relate to topographical features.

Every builder shall endeavor to minimize changes to the natural topography. Terraced banks and planted slopes should be utilized to minimize grade changes. Retaining walls should be designed to blend with the natural environment. Every effort shall be made to maintain existing trees and vegetation. Engineering methods that provide the least impact to the natural vegetation are encouraged. Builders should consult with their landscape professionals in order to minimize the impact of manmodeled lawns, driveways, and septic systems. Wherever possible, existing trees shall be preserved and shall be protected against cut or fill within the drip line of branches.

### **III. INTENT OF COVENANTS AND RESTRICTIONS**

It is the intent of these restrictive Covenants to provide for quality improvements to be constructed and maintained and that a high quality use of the real estate be provided in order to enhance the value of real estate and the adjoining real estate.

### **IV. APPROVAL OF IMPROVEMENT PLANS**

No building, wall, fence, or other structure, including television dish antennas, shall be erected or placed on the real estate until the building plans, specifications, and plot plans showing the location, style, architecture and materials for the exterior construction of such building have been approved. All approvals will be made by Grantor or Newton Investor's, Inc., in writing only. Newton Investor's, Inc., is now and will be Grantor until such a time a Homeowner's Association is established. Any outbuilding shall not exceed one-half of the square footage of the home, and shall be of similar exterior architectural design and materials, such detailed

plans and specifications shall be submitted to the Grantor or his duly designated representatives for review. In the event that the Grantor or his duly designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after submission, such failure shall be deemed approval and the requirements of this provision shall have been fulfilled. Grantor or his personal representative may transfer the responsibility for all such reviews and determinations of approval to a third party individual, committee, or association. For the purpose set forth herein, the term "Grantor" shall mean any one of the grantors who have executed this deed.

**V. SET BACK**

No building or permanent structure shall be constructed closer than twenty-five (25) feet to any property line or easements which Grantor is granting and/or reserving.

**VI. NO SUBDIVISION OR FURTHER PARCELIZATION**

This real estate shall not be further subdivided. All tracts shall be used for one (1) single family building use.

**VII. RESIDENTIAL USE**

This tract may contain only one single family residential structure, with attached living quarters for relatives or servants. Such residential structure shall be constructed of stone, brick and frame, or other approved construction materials. The ground floor area of any one story residence, exclusive of open porches, open breezeways, garages, carports, and basements, shall be not less than 1400 square feet. The minimum square footage of any multi-story residence, including two-story and bi-level residential structures, exclusive of open porches, open breezeways, garages, carports, and basements, shall be not less than 1800 square feet. No structure shall be permitted with less than 6/12 pitch on roof(s).

**VIII. TYPES OF RESIDENTIAL STRUCTURES**

No mobile home (including single and double wide\_ trailers, basement, tent shack, garage, barn, outbuilding, or other structure of a temporary character, shall be used on this tract at any time as residence, either temporary or permanent. Some modular housing not in conflict with other provisions of these covenants will be approved by Grantor. A camping trailer, camper, or recreational vehicle may be stored, but not used for living purposes on the tract. Unlicensed motor vehicles or trailers may not be kept or stored on the real estate (except in an enclosed garage). No boat, or travel trailer, or motor home of any description shall be stored on any lot exposed to view from the street or neighboring lot.

**IX. ANIMALS**

No livestock shall be kept on this tract, except that ordinary household pets of not more than two (2) dogs and two (2) cats are permitted. Such household pets shall be kept reasonably quiet and contained, so as not to become a nuisance. No commercial breeding of any animals shall be permitted on this tract. Grantor or his duly designated representatives may give permission for horse or pony on 10 acres lots only.

**X. USE AND ACTIVITIES**

No noxious or offensive activity will be permitted.

**XI. WASTE DISPOSAL**

No trash, garbage, or rubbish shall be dumped on any portion of the tract. No unlawful or immoral use or activity shall be permitted on the tract. All waste disposal on the tract will be in conformance with the laws of the State of Indiana and the rules and regulations of the Indiana State Board of Health and the applicable ordinances of Newton County, Indiana. A garbage service shall be utilized that provides pick-up service at the site, or other garbage service that is approved by the Grantor in writing. All incinerators or other equipment for the storage and disposal of materials shall be kept in a screened area and in sanitary condition.

**XII. FUEL TANKS**

All fuel tanks shall be installed and maintained pursuant to the laws and safety regulations applicable thereto. Any fuel tanks installed above the ground, as well as other items stored outside, shall be located and then camouflaged, covered or hidden in such a manner so that they cannot be easily viewed from the adjoining tracts and roadways.

**XIII. DRAINAGE**

The owner or resident of this tract shall not block or hinder any surface water or subsurface water drainage or runoff, nor shall do anything to disrupt, obstruct, or retard the natural flow of any surface water or subsurface water, including road ditches. Grantee shall maintain that portion of any tiling, surface and subsurface drainage systems located on his particular tract. The owner or resident shall not be permitted to close in the side ditches along the country roadway, except where their driveway and approved culvert are placed.

**XIV. DRIVEWAYS**

Driveways shall be at least ten feet (10') wide and shall be constructed of crushed stone or paved.

**XV. CONSTRUCTION**

During construction, no unnecessary building materials or large piles of fill or trash shall be permitted to remain on the tract.

**XVI. GEO THERMAL HEATING**

No tract owner shall use ground water supplies for geothermal water heating, except in closed loop systems.

**XVII. DAMAGE BY FIRE OR OTHER CASUALTY**

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

**XVIII. MAINTENANCE OF TRACT**

The owner of any lot in the Subdivision 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:

- a. Mow the lot such times as may reasonably be required in order to prevent the unsightly growth of grass and weeds.
- b. Remove any debris or rubbish which may accumulate.
- c. Keep the exterior of all improvements in such a state of repair or maintenance to avoid an unsightly appearance.

**XIX. RIGHT TO FARM**

Indiana has a "Right to Farm" law that protects farm operations from unwarranted nuisance suits by neighbors who move next to an existing farm operation. Farm operations do not constitute a nuisance so long as they are not negligently maintained, do not endanger human health, and do not cause bodily injury to third parties.

**XX. SEVERABILITY**

Invalidation of any of these restrictions, covenants, or standards by Court Order shall not affect the validity of other and remaining covenants, standards or restrictions, which shall remain in full force and effect.

**XXI. BINDING EFFECT**

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants (or restrictions) shall be automatically extended for successive periods of ten (10) years unless changed by a vote of a majority of the then-owners of the building sites covered by these covenants, or restrictions, in whole or in part. Newton Investor's, Inc., will establish a Homeowner's Association at time of 75% of lot sales and it to be the binding effect by the sale of final lot.

Enforcement of these covenants or restrictions is the responsibility of the Grantor(s) and/or the landowners and shall not be the responsibility of the Building Commissioner or other county officials. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The aforementioned restrictions and conditions shall run with the land and shall be binding on all parties owning or claiming any interest in this real estate, together with their successors in interest.

**XXII. REMEDIES**

The Grantor and his successors and assigns shall have the right to institute and prosecute any proceeding at law or in equity against any person violating or threatening to violate the terms of these Restrictive Covenants. Any such person against whom such action is taken shall be responsible for the payment of all court costs, costs of collection, interest at the rate of eighteen percent (18%) per year, and reasonable attorney fees of Grantor and his successors and assigns, in the event the Court finds for Grantor or his successors and assigns. Except as provided in Section IV hereof, the failure for any period of time to compel compliance with any restrictions, conditions or covenants shall in deviate from said covenants.

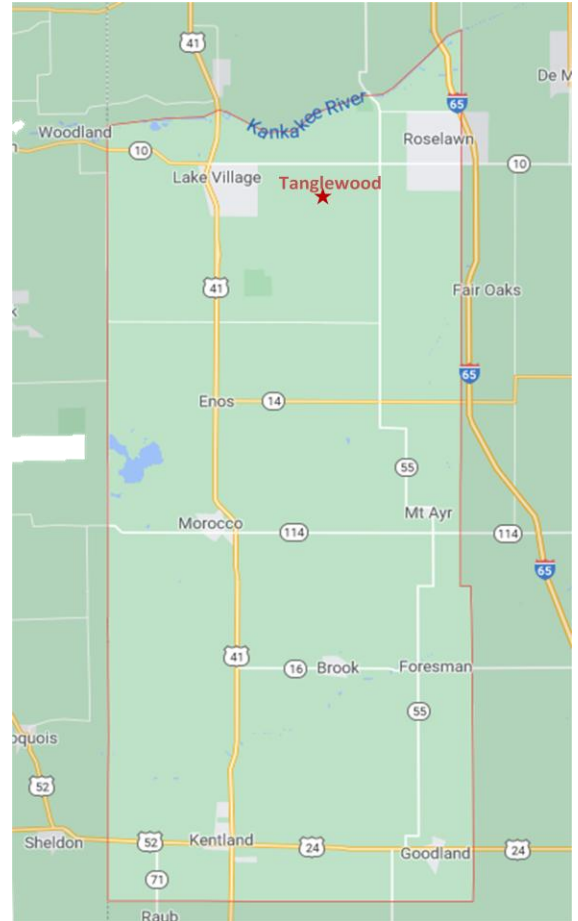


## **TANGLEWOOD CREEK ESTATES RESTRICTIVE COVENANTS**

*[LOCATED AT THE NE INTERSECTION OF 56 E AND 887 N LINCOLN TWP.]*

### **1. CONSTRUCTION**

- a. Duplexes are not allowed.
- b. All one-story residential structures with or without basements shall have a minimum first floor area of 1,650 square feet.
- c. All one-and-one-half story residential structures shall have a minimum of first floor area of 1,064 square feet and the total of both floors shall be a minimum of 2,200 square feet. The entire upper floor of the said structure shall be finished and livable.
- d. All tri-level and bi-level residential structure shall have a minimum first floor area of 1,344 square feet, not including the lower level of said structure.
- e. All two-story residential structures shall have a minimum first floor area of 936 square feet and a total of both floors of 1,800 square feet.
- f. Attached two-car garages are required.
- g. The minimum areas do not include porches, breezeways, or attached garages.
- h. Front of residential structure shall have a minimum of 30% brick or stone.
- i. The roof pitch of each residential structure shall be no less than 6/12. All other structures shall be constructed with a lower roof than the residential structure.
- j. No building or structure previously or completely constructed elsewhere shall be moved upon any lot in the subdivision. No residential structures are to be constructed with pre-fabricated or modular units. Modular, manufactured or pre-fabricated homes, mobile homes, or compact homes are not permitted.
- k. No residence or structure shall be commenced, erected, or maintained on any lot in Tanglewood Creek Estates until the construction plans and specifications have been submitted to and approved by Tom Feddeler, Jr., or his agent or assign. All structures shall conform to the construction plans and specifications as approved.
- l. All accessory structures shall match color of residential structure.



### **2. LANDSCAPING**

Front and side yards are to be seeded or sodded within one year after occupancy when the growing season permits. All front yards shall be landscaped with shrubs and bushes within one (1) year of occupancy.

### **3. LIGHT**

All lots shall have one (1) post light ten (10) feet from the road right-of-way line next to the drive; each such light shall have an electric eye sensor so as to cause the light to automatically turn on each day at dusk.

**4. DRIVEWAYS**

Hard surface material (concrete or asphalt) shall be poured or provided within **one year** of occupancy and shall be paved up to the roadway.

**5. FENCES**

Solid, chain-link or barbed wire fences shall be prohibited in any front yard. Fences shall be allowed in any side or rear yards up to a height of six (6) feet and shall be constructed of a material or materials compatible with the character of the immediate area. Fences constructed of such material as barbed wire, sheet metal, or other objectionable materials shall be prohibited.

**6. DRAINAGE**

The grades of drainage ditches and swales along streets and rear and side lot lines as established by the drainage plans for Tanglewood Creek Estates cannot be altered except by permission by the Highway Department of Newton County or other relevant authority.

**7. DAMAGE TO ROADWAYS**

In the event that any lot owner(s) or their agent(s) damage the common roadways in the subdivision during the construction process, such lot owner(s) shall be responsible for any expenses or repairs in remedying the damage.

**8. MORE THAN ONE (1) LOT**

In the event that two or more continuous lots are purchased by a common owner(s), for the purpose of identifying side yard building setbacks, the side lot lines shall be constructed to mean the exterior sidelines of two or more lots purchased; however, such lots shall not thereafter be separately sold if one or more structure(s) have been constructed to infringe upon the plotted setback area between such lots.

**9. MAINTENANCE OF UNIMPROVED LOT**

The owner(s) of an unimproved or unoccupied lot in the subdivision shall at all times keep and maintain such lot and the improvements (if any) thereon in such manner as to prevent its becoming unsightly and to this end shall cut unsightly growth on such lot and shall prevent the accumulation of rubbish and debris thereon. No building debris, concrete (including concrete washouts), grass clippings or brush/trees shall be placed in any other lot.

**10. UP TANKS**

Up tanks must not be visible from the road. They may be buried or placed in the rear yard. Exceptions may be granted for side yard.

**11. ANIMALS**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except pets consisting of dogs, cats, and other household pets. All pets shall not be permitted to roam loose but shall be either fenced appropriately or tied to prevent roaming.

**12. DISPOSAL OF TRASH AND OTHER LIKE HOUSEHOLD REFUSE**

No owner(s) of any lot in the subdivision shall burn or permit the burning out-of-doors garbage, trash, and other like household refuse. Nor shall any owner(s) maintain an overabundance of garbage on their property.

**13. VEHICLE PARKING**

No stepped down, partially wrecked or junk vehicle shall be parked for overnight (or longer) storage on any lot in the subdivision in such a manner as to be visible to the occupants of other lots in subdivision or the users of any street within the subdivision. No boats, trucks, recreational vehicles, or similar vehicles shall be parked on any street within the subdivision.



On any lot, within said subdivision, such boats, trucks and recreational vehicles shall be parked only within a closed garage or on the back yard of a lot.

**14. POOLS**

In-ground and above-ground swimming pools are permitted; however, such pools may not be located in the front yard of any residence and both in-ground and above-ground swimming pools must be concealed from view by appropriate decking or fencing and for safety purposes must conform to all state, county, and local safety codes and zoning requirements.

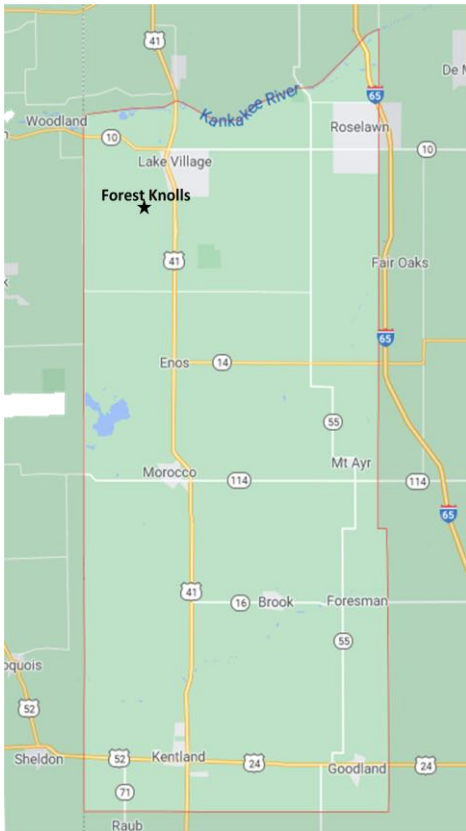
**15. MODIFICATION**

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2026, at which time said covenants (or restrictions) shall be automatically extended for successive periods of ten years unless changed by a vote of majority of the then-owners of the lots covered by these covenants (or restrictions) in whole, or in part.

## FOREST KNOLLS

### DECLARATION OF RESTRICTIVE COVENANTS

[LOCATED NORTHEAST OF THE INTERSECTION OF 400 W AND 800, LAKE TWP.]



This Declaration of Covenants, Restrictions, and Easements is made this 9<sup>th</sup> day of August, 2005, by DeMotte State Bank, not individually, but as Trustee under the provisions of that certain Trust Agreement dated January 15, 2001, and known as DeMotte State Bank Trust #140, (hereafter "Declarant") of the Real Estate platted as Forest Knolls, (hereafter "Real Estate"), an Addition to Newton County, Indiana.

#### RECITALS

1. The Declarant is the fee simple owner of the Real Estate.
2. The Declarant is platting a Subdivision of the Real Estate, said Subdivision to be known as Forest Knolls Subdivision, an Addition to Newton County, Indiana (Hereafter "Forest Knolls").
3. The Declarant seeks to place upon the Real Estate these Restrictions of Record to preserve the characteristics and value of the Real Estate, and to promote consistent and uniform development standards in Forest Knolls.
4. The Declarant seeks to place upon the Real Estate these Restrictions of Record in a recordable fashion pertaining to the development and improvement requirements concerning the Real Estate.
5. The Declarant intends by this Declaration to impose upon the Real Estate, as defined herein, mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Parcels of Property within the Real Estate and Subdivision known as Forest Knolls.
6. The Declarant is further establishing these Requirements to avoid all confusion and establish clearly the intent to restrict the Real Estate for the benefit of the Real Estate and the Owners of the Real Estate, present and future, their Heirs, Personal Representatives, Successors and Assigns.

#### Covenants

Now, therefore, the Declarant declares that all of the Real Estate described hereinabove is held, and shall be held, subject to the provisions of this Declaration, as covenants running with the land for the benefit of the Owners of the Real Estate, their Heirs, Personal Representatives, Successors, and Assigns.

1. **Existing Structures.** Existing structures on lots 1 & 2 are acceptable in their size and appearance as of the date of this recorded document. Any changes, alterations or additions may be similar in appearance to the existing structure without regard to these covenants, i.e. no brick means no brick required on improvements, 3 tab shingles means 3 tab shingles are acceptable on improvements, etc. A new detached structure on lot 1 or a total rebuild on lot 2 must comply with these covenants.
2. **Construction.**
  - a. No manufactured housing or modular units may be used;
  - b. No bi-levels, tri-levels, or quad levels are permitted;
  - c. Front of houses on all lots except lot 2 must have 25% brick;
  - d. Minimum square footage requirements shall exist as follows:

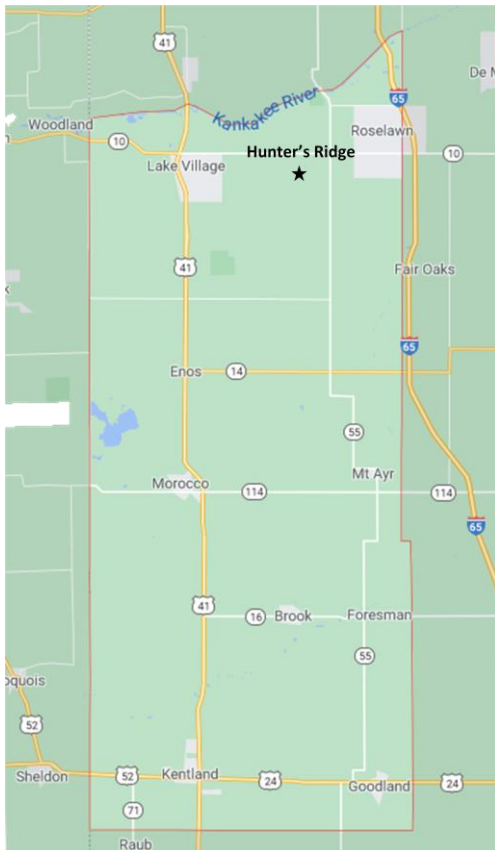
- i. One thousand five hundred square feet (1,500 ft<sup>2</sup>) first floor minimum total for one(1) story house,
  - ii. One thousand eight hundred square feet (1,800 ft<sup>2</sup>) first and second floor minimum total for one and a half (1 ½) story house, and
  - iii. One thousand eight hundred square feet (1,800 ft<sup>2</sup>) first and second floor minimum total for two (2) story house; and
- e. Architectural Review Committee approval is required.
3. **Garage.** Two (2) car attached garage minimum.
4. **Accessory Buildings.**
  - a. Must have similar architecture and appearance as house except for lot 1 and lot 30; and
  - b. Architectural Review Committee approval is required for all such buildings.
5. **Pools.** In-ground only.
6. **Fencing.** Fencing shall be allowed under the provisions of Paragraph 7 and in rear yards only on lots 1—29 and anywhere on lot 30. No chain link fencing allowed. Gates may be placed on driveways but may not be chain link.
7. **LP Tanks.** Must not be visible from road. They may be buried or placed in the rear yard. Exception will be granted for side yard above ground placement, however, the area around the tank must be landscaped to hide appearance or non-chain link fencing may be used.
8. **Driveways.** Hard Surface material (either asphalt or concrete) shall be poured or provided within one (1) year of occupancy.
9. **Landscaping.** Must be completed within one (1) year of occupancy.
10. **Kennels.** Not allowed. Dogs must be fenced with invisible fencing in the front and side yards. Dogs may be fenced in rear yard with invisible fencing or non-chain link fencing.
11. **Re-Subdivision.** There shall be no re-subdividing of any lots in this Subdivision by any owner, except for the original developer.
12. **Roofs.** All Housing Structures shall have a minimum of 5/12 pitch, and no “3-tab” shingles are allowed.
13. **Basements.** Acceptability for basements on some lots may be restricted depending on lot location and house location upon a specific lot. Ultimate authority rests with the Newton County Plan Commission.
14. **Livestock, Exotic Pets or Farm Animals.** Are not allowed on any lot in the subdivision except for lot 30. Lot 30 will be allowed to have certain animals allowed for by the then-current zoning regulations enforced by the Newton County Plan Commission.
15. **Street Parking.** No vehicles or equipment may be parked in the street for more than 24 consecutive hours. Temporary relocation of a vehicle and replacement is considered a violation.
16. **RVs, Trailers, and Campers.** May not be parked outside for more than 7 consecutive days and no more than 14 days annually, except for lot 30.
17. **Work Trucks/Vehicles.** Must be parked in garages, except for lot 30.
18. **ATVs.** No racing of dirt bikes or other ATVs is allowed on any lot at anytime.
19. **Right of Ways.** Adjacent property owners must maintain grass right of ways.
20. **Terms.** These covenants are to run with the land and shall be binding upon all lots, the owners thereof, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants re recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by seventy-five percent (75%) of

the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that such agreement shall only be affected if made and recorded one year prior to the effective date of such challenge.

21. **Enforcement.** In addition to any other legal rights, the owner, or owners, present or future of any land or lot included in the Subdivision, shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the Covenants set forth herein, or any of them, in addition to the right to bring an ordinary legal action for damages. In no event shall the failure to enforce any violation of the Covenants set forth herein be deemed to be a waiver of the right to do so as to any similar or other violation hereof.
22. **Severability.** Invalidation of any one (1) of these covenants by Judgment or Court Order shall in no way affect any of the other provisions that shall remain in full force and effect.
23. Throughout this document, the masculine gender shall be deemed to include the feminine and/or the neuter, the singular and the plural, and vice-versa, wherever required by the context.
24. The undersigned owner of FOREST KNOLLS SUBDIVISION further declares, for the benefit of all persons purchasing lots in said Forest Knolls Subdivision, that all of said lots shall be sold and utilized subject to the above and foregoing restrictions.

## HUNTER'S RIDGE SUBDIVISION

### PROTECTIVE COVENANTS AND RESTRICTIONS



*[LOCATED WEST OF THE INTERSECTION OF 950 N AND 150 W, LAKE TWP.]*

We, Randell S. Peterson and Dawn R. Peterson, husband and wife, hereby certify that we are legal owners of the real estate shown and described on the plat identified as Hunter's Ridge Subdivision, recorded on De. 21, 2007, in the Office of the Recorder of Newton County, Indiana, which real estate is located in Lake Township, Newton County, Indiana, to wit:

As part of the Southwest Quarter of Section 14, Township 31 North, Range 9 West, Lake Twp, Newton County, Indiana, as depicted on a Boundary Survey by John E. Fisher & Associates, PC, Commission Number 06.29.1, dated July 11, 2006, certified by Roger A. Fine, S0424, more particularly described as follows being:

Beginning at a rebar in concrete at the Northeast Corner of the Southwest Quarter of said Section 14-31-9; thence south  $00^{\circ} 15' 08''$  East along the East Line of said Southwest Quarter 889.80 feet to the north line of property conveyed to Allen Bultema, et al, by Instrument Number 20042459 as recorded in the Newton County Recorder's Office; thence North  $89^{\circ} 58' 49''$  West along the north line of said Bultema Property 1001.78 feet to a rebar with a red cap stamped "Cook 342", found at the southeast corner of property conveyed to Craig A. Tatum by Instrument Number 95-0673 as recorded in said Recorder's Office; thence North  $00^{\circ} 20' 41''$  East along the east line of said Tatum property 673.18 feet to the South Line of property conveyed to Raymond Veenstra, Instrument Number 20040181 as recorded in said Recorder's Office; thence along the perimeter of said Veenstra property the following two courses:

1. South  $89^{\circ} 54' 03''$  East 686.61 feet to a rebar with a yellow cap stamped "Kingman";
2. North  $00^{\circ} 03' 13''$  East 217.71 feet to the North Line of the aforementioned Southwest Quarter;

Thence north  $89^{\circ} 57' 17''$  West along said North Line 306.98 feet to the Point of Beginning, containing 16.95 acres more or less.

Bearings are based on deed records where the North line of the Southwest Quarter bears South  $89^{\circ} 57' 17''$  East.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No building material, refuse, or fill dirt may be placed with such easements in such a manner that the drainage of said lot or other lots in the Subdivision is restricted. Easements are hereby granted to eh AT&T, NIPSCO, and any cable company licensed to install television cable service by Newton County, severally and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace and maintain storm and sanitary sewers, tiles, and ditches, water mains, gas mains, conduits, cables and wires, but only underground, with all necessary appliances in, upon, and along the strip or strips of land designated by dotted lines on the plat and marked "Utility Easements" or "Drainage and Utility Easements" for the purpose of serving the public in general with storm water and sanitary sewage disposal, water, gas, electric, telephone service, and cable services including the right to use the streets where necessary, and to bury within such easements service wires and drain tiles to serve adjacent lots, together with the shrubs or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easements, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use of said easements for public utility purposes; however, any garden, shrubs, landscaping or other such improvements placed upon any 75 foot State mandated drainage easement along any public drainage ditch will be removed by the homeowner if and when the ditch must be cleaned as determined by the Newton County Drainage Board.

**I. ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee is composed of Randell S. Peterson and Dawn R. Peterson.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove plans within 30 days after 2 complete sets of written plans and specifications have been submitted to it, approval will not be required. Approval must be evidenced by the signatures of both members of the Architectural Control Committee on the building plans and specifications, and a copy of such signed plans and specifications shall remain on file with the Architectural Control Committee.

The Architectural Control Committee's approval of any submitted plans does not constitute an endorsement by the Committee that such plans are structurally sound.

**II. ADDITIONAL SPECIFIC COVENANTS AND RESTRICTIONS**

1. No portion of a platted lot may be re-subdivided.
2. In the event two or more contiguous lots are purchased by one owner, for the purpose of identifying side yard building setbacks, the side lot lines shall be construed to mean the exterior side lines of the two or more lots purchased; however, such lots shall not thereafter be separately sold if one or more buildings have been constructed to infringe upon the platted setback areas between such lots.
3. No elevation of a lot shall be changed such that the new elevation results in the channeling of ground water upon any other lot. The elevation of the main floor of every residence shall not be less than Eight (18) inches above the elevation of the center of the roadway upon which said lot fronts. The Architectural Control Committee may reject the location of or the finish grade elevation of any structure.
4. The use of each lot shall be for one single family residence only; no commercial activity or use is permitted, including:
  - a. Any home business where business invitees come to the home or material or supply deliveries are made to the home (unless approved by in writing by the Architectural Control Committee);
  - b. The transmission of any TV signals, radio signals, satellite signals, internet signals, etcetera, to any other lot in the subdivision or outside of the subdivision, unless approved in writing by The Architectural Control Committee.
5. No structure of a temporary character—for example: trailer, camper, basement, tent, shack, garage, barn or other outbuilding—shall be placed or maintained upon any lot at any time as a residence, either temporarily or permanently. When the construction of any building or home or structure is once begin, work thereon must be prosecuted diligently and must be completed within a reasonable time period. No building, home or structure shall be occupied during construction.



6. Construction of new buildings only shall be permitted, the intent of these covenants being to prohibit the moving of any existing building onto to a lot and remodeling or converting it into a dwelling unit. Under no circumstances shall any owner or occupant allow the placement on any of the above-described real estate a mobile home, mobile office, or travel trailer, either for storage, repair, or human habitation purposes. This prohibition shall extend to prohibiting the placement for storage, repair, or human habitation, all single and multiple family dwellings manufactured or fabricated off the premises and transported over highways upon truck or upon wheels attached to the frame or any structural portion of a dwelling. It is the intent of the owner to eliminate and prohibit the use of all buildings or structures on the above-described real estate that are constructed by manufacturers and transported to their intended destination to be set upon a foundation and to be complete for living purposes and which are to have the appearance of a "mobile home" or "modular home" or "compact house" or "manufactured home." No "log cabin style" residences are permitted.
7. All construction shall conform to the set-back lines which are indicated on the plat of the Subdivision; and all construction and all use of the lots shall conform to any and all building codes and zoning codes in effect at the time of the commencement of such construction or such use. No wall shall be erected or placed on any lot nearer to any street than the minimum building setback line unless approved in writing by the Architectural Control Committee.
8. Each lot owner shall comply with the provisions of "Rule 5" of the Indiana Department of Environmental Management to effectively control erosion and to control sediment during construction.
9. No building or structure of any nature (including, but not limited to, residences, garages, storage buildings, pool enclosures, and towers for TV, radio, citizens band radio, internet service, phone services—such towers may not exceed 35 feet in height unless approved in writing by the Architectural Control Committee) shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials and harmony of external design with existing structures. The Architectural Control Committee may reject any plan it deems to be unacceptable for any reason whatsoever. All buildings must conform to the construction plans and specifications as approved. It is advisable for each prospective lot purchaser to have complete and final plans approved by the Architectural Control Committee before purchase of a lot.
10. Each one story residence shall contain 1,750 square feet or more of ground floor living area; if more than one story, such residence shall have not less than 2,000 square feet of living area. If the residence is basically a one-story structure with a loft type room, then the residence shall have at least 1,850 square feet of living area. The roof pitch of each building shall be no less than 7/12, and each residence shall have at least one (1) or more roof offsets in addition to the main roof. No RBB siding (plywood siding) or stucco shall be allowed on any building exterior. All roof shingles shall be "dimensional" shingles. Each residence must face the dedicated street.
11. No "mound type" septic systems may be installed. All contractors must review the drainage for each lot *prior* to construction to insure that the elevation of the residence and the location and elevation of the septic system will allow the septic system to properly function with any perimeter tile that may be required. Septic systems must be installed where the soil tests were taken by the developer in order to assure adjoining landowners appropriate spacing and locations of adjoining wells and septic systems, unless approved in writing by the Architectural Control Committee.
12. No building shall be occupied in advance of actual installation of a water system and septic system meeting the county and state health department regulations then in force and effect.

13. All driveways shall be constructed of crushed gravel, concrete or asphalt pavement, shall connect to the paved roadway, and shall be installed upon completion of the house as soon as weather reasonably permits. All drainage swales located on a lot or on the road right-of-way adjoining such lot shall be properly maintained by such respective lot owner on whose lot or next to whose lot such swales are located. The owner of a lot shall be responsible for all damage caused to any buried utility service or buried drainage tile located on such owner's lot or upon the right-of-way adjoining such lot if the damage is caused by the owner or his agents or representatives, including his contractors and excavators or anyone working for or on behalf of such owner.
14. There shall be no more than one accessory building allowed on any lot. If the residence does not have any attached garage, two additional necessary buildings are permitted to the extent that one is a detached garage serving the residence. Accessory buildings shall not exceed 700 square feet and shall not exceed 15 feet in height at the roof peak.
15. Front and side yards are to be seeded or sodded within 90 days after occupancy if or when the growing season permits. Although portions of a lot may be left in its natural state, the front yard of each residence (and the side yard that may face a side street) shall be landscaped in its entirety unless specifically approved in writing by the Architectural Control Committee. Each lot owner who owns the center portion of a cul-de-sac shall make reasonable efforts to landscape and maintain these areas in such a way as to compliment the landscaping of the residential lot owned by such lot owner.
16. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs of not more than 12 square feet used by a builder or developer to advertise a lot or lots during the period of construction and sale of a residence on that lot.
17. No building debris, concrete (including concrete truck washouts), grass clippings, brush, or trees shall be placed on any other lot by any lot owner or contractor. The lot owner shall provide for the prompt removal of all tree debris, including trees taken down, brush piles, and stumps which have been dug out of the ground.
18. The lots shall be kept orderly and no junk, unlicensed vehicles, or machinery shall be stored or parked on or adjacent to any lot. No owner of any lot shall do or permit to be done any act upon any lot which may be, or is, or may become a nuisance, or that will cause a lot to appear in any unclean or untidy condition; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odor, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. No owner of any lot in the Subdivision shall burn or permit the burning outdoors of garbage, trash, or other like household refuse, nor shall such owner accumulate or permit the accumulation of such refuse on any lot.
19. **The following applies to Lots 2, 3, 4, and 5 only:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two (2) pets consisting of dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Dogs, cats, or other household pets shall not be permitted to roam loose, but shall be either tied or fenced appropriately so as to prevent them from leaving the lot of their owner. The owner of any animal causing injury or damage to person or property shall be liable for such damage. All lot owners shall take every step necessary to prevent dogs from bothering neighbors by barking during the day or at night; if lot owner cannot control the barking of his dog or dogs, then the dog must be removed from the subdivision by the lot owner.
20. The homeowner shall insure that all persons occupying the premises and all visitors and guests are courteous and considerate to neighbors, and engage in no disruptive activities such as loud noise, loud parties, etc.

21. No motor vehicle, truck, recreational vehicle, boat, trailer, or motorcycle shall be permitted to be stored or parked on any lot for more than 48 hours unless it is housed within a fully enclosed, permanent building.
22. No tank for the storage of any type of fuel or gasoline shall be maintained above or below the surface of the ground. No wood or corn burning furnace or wood or corn burning boiler is allowed on any lot or in any residence in the subdivision because of the frequent presence of smoke, unless approved by all current landowners.
23. Fences shall be prohibited in any front yard. Fences shall be allowed in any side or rear yards up to a height of five (5) feet and shall be constructed of a material or materials compatible with the character of the immediate area. Fences constructed of such materials as chain link, barbed wire, sheet metal, or other objectionable materials shall be prohibited, unless specifically approved in writing by the Architectural Control Committee.
24. No television antenna, radio antenna, CB antenna, or satellite dish antenna may be installed on the residence or any place on the lot unless it is installed:
  - a. On the rear side or rear roof of any building on the lot;
  - b. In the rear yard of the residence;
  - c. On the side roof, side of the building, or side yard, provided that said side is not the side of a corner lot facing a street.

No standard satellite dish and no radio/TV/CB tower shall be allowed, and no satellite dish shall exceed 30 inches in diameter.

25. In-ground and above-ground swimming pools are permitted; however, such pools may not be located in the front yard of any residence and both in-ground and above-ground swimming pools must be concealed from view by appropriate fencing and landscaping, and for safety purposes must conform to all state, county, and local safety codes and zoning requirements.

### **III. EFFECTIVE PERIOD AND RENEWAL**

The foregoing restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourths of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

### **IV. INVALIDATION**

Invalidations of any one of the foregoing covenants or restrictions (or any part thereof) by judgment or court orders shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect.

### **V. ENFORCEMENT**

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the Newton County Plan Commission, and is also reserved to the several owners of several lots in this subdivision and to their successors and assigns. Enforcement of these covenants

shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain the violation or to recover damages, or both. If a court determines a violation exists or has existed, then such court may award litigation and enforcement costs and attorney fees against said violator.

The Developer has no personal liability, obligation, or responsibility to enforce these Protective Covenants and Restrictions, or any part thereof.

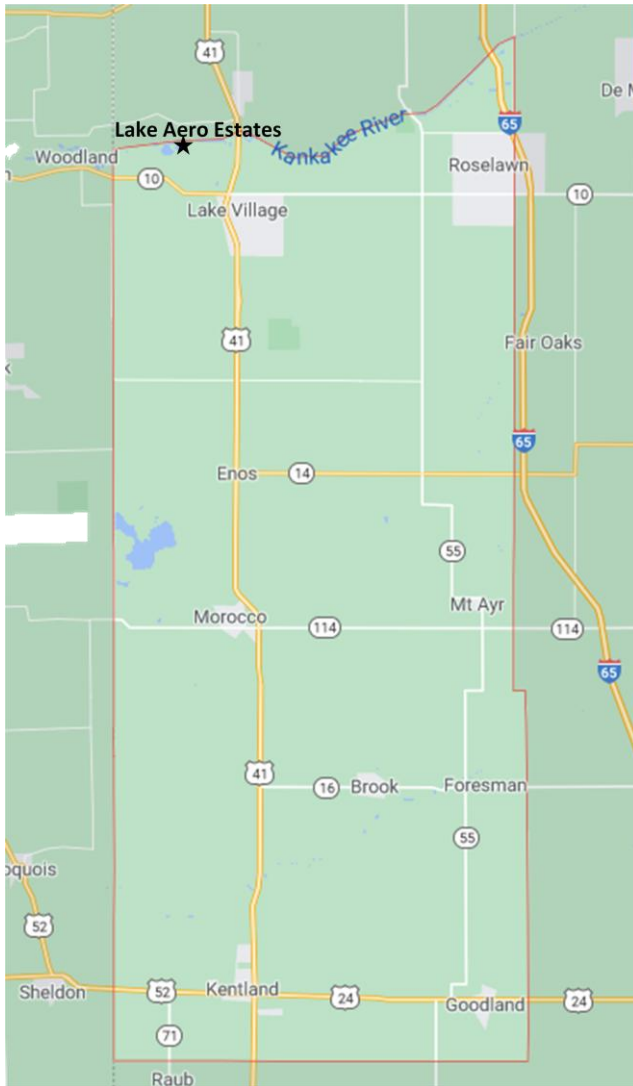
The failure to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

## LAKE AERO ESTATES AT LAKE VILLAGE AIRPORT

### COVENANTS AND RESTRICTIONS

*[LOCATED NORTHEAST OF SR 10 AND 400 W AT LAKE VILLAGE AIRPORT.]*

Lake Aero Estates Covenants and Restrictions are designed to provide owners with lasting property values and enjoyment of their property.



1. All lots within Lake Aero shall be known and described as residential lots. No trade or business of any kind shall be conducted upon such lots or any part thereof. No structure shall be erected, placed, altered, used, or permitted to remain on any residential building plot other than one detached single family private dwelling, not to exceed two stories in height, one private garage, one private aircraft hangar. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn, or other out-building, shall be used on any lot at any time as a dwelling.

2. No building, fence, or other structure shall be commenced, erected, placed, or altered on any building plot until the building plans, specifications, and plot plan showing the location of such building, fence, or other structure have been submitted to, and have been approved in writing by a majority of the Architectural Control Committee for control of quality of workmanship and materials, harmony of external design with existing structures, location of said building, fence, or other structure with respect to

topography and finish grade level elevation, and compliance with the restrictions and covenants herein and Building Commission of Newton County, Indiana. Milo M. Fencil, Ann M. Fencil, and two members to be elected from the property owners by a majority vote of the property owners every two years, and the members shall serve without compensation. In the event of death or resignation of any members, a replacement may be appointed by a majority of the remaining members. If said committee fails to approve or disapprove said submission within thirty (30) days, then approval will not be required and construction can begin, subject to restrictions and covenants, and provided the design and location conform to, and are in harmony with, existing structures. The Architectural Control Committee shall also act as a governing body with legal authority to make whatever rulings, or call for an election, deemed necessary to protect the best interests of the property owners.

3. Construction of new buildings only shall be permitted. It is the intent of this restriction to prohibit the moving of any existing building, mobile home, or portable building onto the property and remodeling or converting the same into a dwelling.
4. No dwellings shall be permitted on any lot having less than 2000 square feet of floor space on the ground floor in the dwelling proper, exclusive of porches, garages, and airplane hangars. The exterior construction of the main dwelling house erected on each lot shall be constructed of brick, stone, masonry, masonry veneer, stucco, or glass building materials for the kind usually used for outside wall construction, and shall have a roof of either wood shingles, wood shakes, or tile, or fire-proof roofing, unless the prior approval for the use of other materials is received in writing by the Architectural Control Committee prior to their use in construction.
5. The airplane hangar space on each lot shall be limited to strictly private use and a minimum size of 1500 square feet. All hangars shall be incorporated into the architecture of the home, and be of

- architectural style and planning to enhance the appearance of the neighborhood. A home may be built with the hangar as a later addition, but no hangar may be built before the home.
6. Parking of airplanes and automobiles on public streets or taxiways is expressly prohibited.
  7. Approval, in writing, of the Architectural Control Committee shall be required for any structure of more than twenty-five (25) feet in height, for any rear yard fence or wall more than six (6) feet in height, for any fence or wall or other obstruction within the front thirty-five (35) feet, for any woven wire or steel mesh fence other than chain link.
  8. No gasoline or other flammable fuel may be stored at any time.
  9. No disassembling or overhaul or repair of any aircraft or other vehicle or parts of the same shall be allowed on the lots. This restriction is not intended to preclude minor repairs or tune-ups; but is intended to prohibit major repairs involving disassembly of large parts which might remain for several days in unenclosed spaces, such as drives or plane ports. No repairs of any kind shall be performed commercially.
  10. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. Dogs, cats, and other domestic type animals may be kept on the lot, but shall be limited so that they do not create offensive odors, undue noise or other type nuisance to adjoining lots and in no event shall any commercial operations concerning such animals be allowed on any such lot. In no event may swine or pigs or chickens, etc., be kept or maintained on any such lot.
  11. No purchaser shall use as a dumping ground any lot, public road, or easement. Trash, garbage, and other waste shall be kept in a sanitary container and all such containers, incinerators, and other equipment shall be kept in a clean and sanitary condition. Each property owner shall maintain his property in a clean, attractive condition, and where necessary, appropriate action may be taken by the Architectural Control Committee with fines or assessments levied against the property owner.
  12. All brush, trash, or other outside fires are expressly prohibited.
  13. All sewage shall be disposed of by water carriage to a sanitary septic tank and underground disposal system constructed within the guidelines of all government agencies. Absolutely no sewage is to be drained toward the lake. All outside toilets or privies or other type pit toilets are expressly prohibited.
  14. The erection of signs is expressly prohibited. Nothing in this restriction shall be construed to prevent small, neatly painted, directional, information, or "for sale" signs, and the same shall apply to the developer during the time of the original sale of said property.
  15. No lot in Lake Aero shall be subdivided unless prior approval is obtained in writing from the Architectural Control Committee, and no lot can be resold until the sales contract is offered first to the Zoning Committee with a right of purchase for the same price as offered on the contract.
  16. The developer of Lake Aero reserves the right to encroach upon the boundary lines of any and all lots for the purpose of laying and maintaining water, sewage, and other utility lines as deemed necessary and expedient.



## HAZELDEN ESTATES COVENANTS AND RESTRICTIONS

*[LOCATED SOUTHWEST OF SR 16 AND 350 E, IROQUOIS TWP]*



The undersigned, Hazelden Country Club, Inc., owner of real estate described as follows: Hazelden Country Club, Inc., certify that it has laid off, platted, and subdivided said real estate. This subdivision shall be known and designated as Hazelden Estates. The streets shown and not heretofore dedicated, are hereby dedicated to the public. Front, side yard, and rear building setback lines are hereby established as indicated on the plat notes. There are strips of ground fifteen (15) feet in width as shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, but they may be used for gardens, shrubs, or other landscaping purposes that do not interfere with public utility use.

### **Further Restrictions:**

1. The premises shall be used for residential purposes only. No structures shall be erected, altered, placed or permitted to remain on any residential building plot as conveyed other than one (1) detached, single-family dwelling, plus one (1) building for garage and lawn equipment storage. No residence structure placed hereon shall be more than three (3) stories in height. No shack, garage, barn, or other outbuilding of a temporary character, such as a trailer may be used as a residence. No building shall be moved onto any lot in this subdivision from any other location. All dwellings must comply with the State wide single family building code, and shall be constructed with the lowest floor level of 650 feet in elevation. The 650 feet elevation for all floors is to comply with Flood Plain requirements, and thus no basements may be constructed.
2. The floor area of each structure, exclusive of porch, basement, and garage areas, shall be at least the following:
  - a. One-story dwelling: 1400 square feet
  - b. One-and-a-half or two-story dwelling: sum of the first floor area plus one-half second floor area equal to 1700 square feet
  - c. Three-story dwelling: 2200 square feet

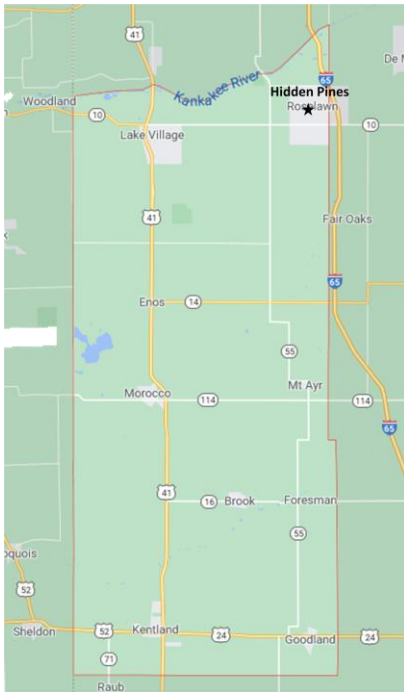
3. All permanent structures shall be constructed no closer than what is shown in the plat from any property line which forms the boundaries of the lots platted herein.
4. No commercial enterprise shall be permitted or maintained upon any part of the premises. There shall be no storing of material, equipment, motor vehicles not in regular use of machinery on any lot. No signs, or billboards of any character, except temporary "For Sale" and "For Rent" signs, shall be erected, placed, or allowed to remain on any lot, and any sign so permitted shall not exceed two (2) feet by three (3) feet in size.
5. No animal or animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept.
6. No noxious or offensive activity shall be carried on upon the said premises, nor anything done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. Grading and seeding of lawn must be completed, weather permitting, within six (6) months after completion of dwelling. All weeds are to be cut and lawns to be maintained on the premises. Driveways shall be Portland cement concrete, bituminous concrete, or bituminous surfaced aggregate or appropriate gravel or other such surfaces.
8. The foregoing restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1988, at which time said restrictions shall be automatically extended for successive periods of ten years unless voided by a vote of the majority of the then-owners covered by these restrictions, in whole or in part.
9. Any of these restrictions may be amended or abrogated upon the approval of the owners of ninety (90%) percent of the lots of the subdivision, provided such approval shall be by an instrument in writing, signed and acknowledged by said lot owners, and recorded at the Recorder's Office of Newton County, Indiana. The invalidation of any one or more of the above restrictions by any Court or competent jurisdiction shall not in any manner affect the validity of the other restrictions herein set forth.
10. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserve to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this 20<sup>th</sup> day of January 1979.

Hazelden Country Club Board of Directors.

**HIDDEN PINES**  
**RESTRICTIVE COVENANTS FOR LOTS 1-87,**  
**EXCLUDING COMMERCIAL LOTS 35-59 INCLUSIVE**

*[LOCATED WEST OF COUNTY LINE ROAD, NORTH OF STATE ROAD 10]*



1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling.
2. **DWELLING SIZE:** No residence may have a foundation area of less than 840 square feet or a living area under 1,100 square feet.
3. **BUILDING LOCATION:** Any building or other improvements located on any lot in this Subdivision shall be located in conformance with the zoning ordinance of Newton County, Indiana, as said ordinance now exists or may hereinafter be amended from time to time as applicable to the zoning classification of this Subdivision and shall not be located closer to the front or rear lot line than the building lines as shown on the recorded plat of this Subdivision.
4. The word Lot as used in these protective restrictions, covenants, limitations and assessments or as hereinafter used, may mean either any

of the said lots as platted, upon which a residence or structure may be erected, in accordance with the restrictions hereinafter or hereinbefore, set forth in said plat, or such further restrictions as may be set forth in the individual deeds from said owner, or its successors or assigns.

5. **LOT AREA:** the dimensions of all lots are shown in feet and decimals of a foot on the plat.
6. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
7. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
8. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign, of not more than one square foot, one sign of not more than five square feet, advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sale thereof. All signs shall meet the specifications of the Newton County Sign Ordinance, if any.
9. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. **WASTE:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
11. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
12. **ENFORCEMENT:** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages and to enforce any lien against the land created by these covenants or covenants contained in said Declaration of Covenants and Restrictions; and failure by the Newton County Plan Commission or any owner to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so hereafter.
13. **PARKING:** Driveways and lots shall not be used for parking or storage of abandoned or disabled vehicles.
14. **INVALIDATION:** Invalidity of any one of these protective covenants and restrictions by judgment or court order shall in no way affect any of the protective restrictions herein, which shall remain in full force and effect.
15. **PERMITS:** Any user or occupier of Land in this Subdivision shall first obtain from the County Building Commission, an improvement location permit as required by the County of Newton, in the state of Indiana.

### **RESTRICTIVE COVENANTS FOR COMMERCIAL PROPERTY LOTS 35-59 INCLUSIVE**

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for commercial purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a commercial building. No pole type buildings will be permitted.
2. **BUILDING LOCATION:** Any building or other improvements located on any lot in this subdivision shall be located in conformance with the zoning ordinance of Newton county, Indiana, as said ordinance now exists or may hereinafter be amended from time to time as applicable to the zoning classification of this Subdivision, and shall not be located closer to the front or rear lot line than the building lines as shown on the recorded Plat of this subdivision. Structures built on Commercial Lots 39-45 shall not face County Line Road.
3. The word Lot as used in these protective restrictions, covenants, limitations, and easement or as hereinafter used, may mean either any of the said lots as platted, upon which a commercial building or structure may be erected, in accordance with the restrictions hereinafter or

hereinbefore set forth in said Plat, or such further restrictions as may be set forth in the Individual deeds from said owner, or its successors or assigns.

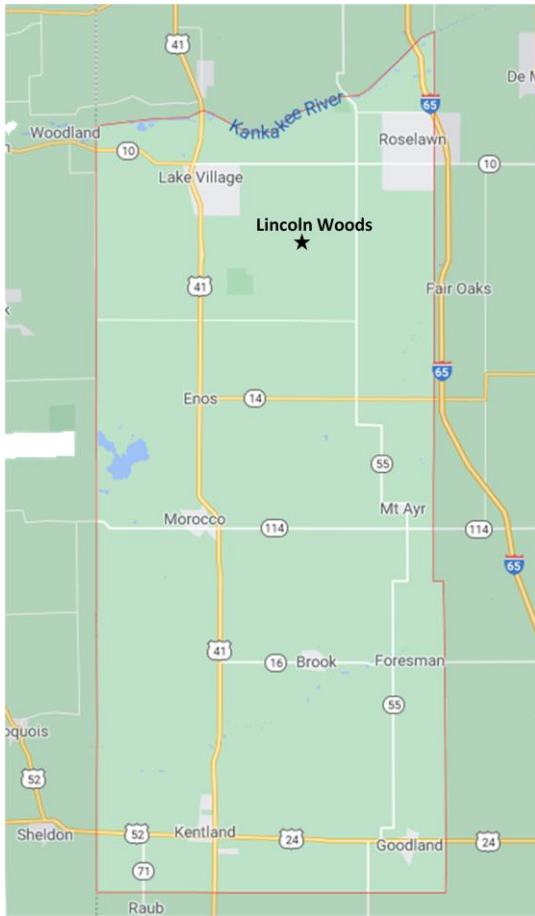
4. **LOT AREA:** The dimensions of all lots are shown in feet and decimals of a foot on the Plat.
5. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a commercial building, either temporarily or permanently.
6. **SIGNS:** All signs of any kind must be approved and permits obtained from the Newton County Building Commission, if County Ordinance requires such.
7. **WASTE:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
8. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
9. **ENFORCEMENT:** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages and to enforce any lien against the land created by these covenants or covenants contained in said Declaration of Covenants and Restrictions; and failure by the Newton County Plan Commission or any owner to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so hereafter.
10. **PARKING:** All parking lots must be maintained in a decent and orderly condition.
11. **INVALIDATION:** Invalidation of any one of these protective covenants and restrictions by judgment or court order shall in no way affect any of the protective restrictions herein, which shall remain in full force and effect.
12. **PERMITS:** Any user or occupier of Land in this Subdivision shall first obtain from the County Building Commission, an improvement location permit as required by the County of Newton, in the state of Indiana.
13. **WATER RUNOFF:** No rain and storm water runoff or such things as roof water, street pavement and surface water caused by natural precipitation shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned storm water and surface water runoff sewer system.
14. **SEWER & WATER:** All property owners must obtain permission from Lake Holiday Utility, Inc., for water and sewer usage. Tap fees must be paid to the utility company in amounts permitted by the Indiana Public Service Commission before any service will be rendered.

Executed this 3<sup>rd</sup> day of June 1982.



## RESTRICTIONS FOR LINCOLN WOODS ADDITIONS ONE & 2

[LOCATED SOUTHEAST OF 800 N AND MERIDIAN, ON 757 N IN LINCOLN TWP.]



1. **LAND USE AND BUILDING TYPE:** All lots shall be used for single family residential purposes, as marked and laid out on the plat of subdivisions.
2. **SIZE OF DWELLINGS:** No dwelling with a ground floor area of the main structure, exclusive of open porches and garages, of less than 1,000 square feet in the case of a one-story dwelling, or less than 800 square feet in the case of a dwelling more than one story, shall be erected.
3. **BUILDING LOCATION:** No building shall be located on any lot nearer than 50 feet to the front line or nearer than 50 feet to any side street line. No building shall be located nearer than 30 feet to an interior lot line.
4. **NUISANCE:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. **TEMPORARY STRUCTURES:** No structure of a temporary character, basements, tents, shacks, garages,

barns, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

6. **HOUSE TRAILERS:** No house trailers or mobile homes are permitted on any lots as permanent or temporary dwellings.
7. **ENFORCEMENT OF RULES AND REGULATIONS:** The elected and appointed officials of Newton County, Indiana, in addition to any and all other remedies available to it, at law or in equity, shall be entitled to enforce its rules and regulations.
8. **GARBAGE AND REFUSE DISPOSAL:** Trash, garbage, or other waste shall not be kept except in containers. Junk cars, old refrigerators, old washing machines, or any other bulky items, which could be considered junk or scrap, must be disposed of at once.
9. **ARCHITECTURAL CONTROL:** All plans for residential or appurtenant structures must be submitted to August F. Daufenbach or Anna Daufenbach and Wirtz & Snyder Realty, their assigns, or designated representatives for approval of exterior design. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to

topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

10. **CONSTRUCTION TIME:** All external work in the construction of any building, including landscaping, shall be completed within six months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the Architectural Control Committee through a written application to the committee from the builder or lot owner.
11. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
12. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
13. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

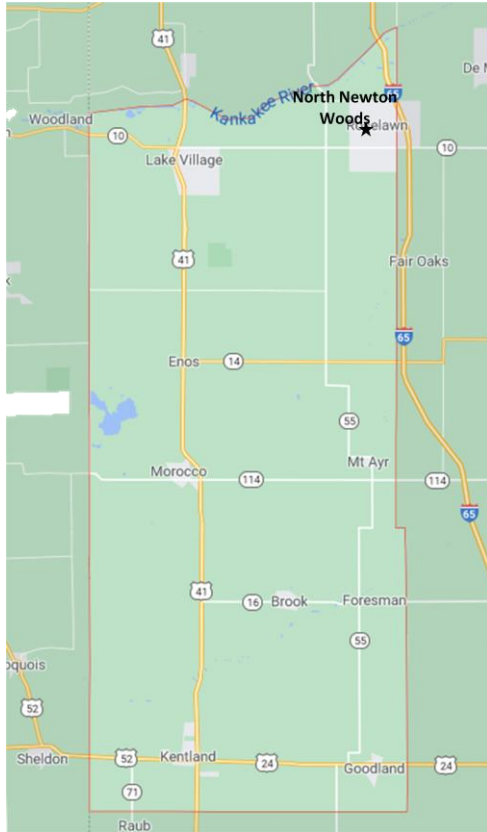
We, the undersigned, August F. Daufenbach and Anna Daufenbach, owners of the real estate shown and described in the Plat of Lincoln Woods, Addition One, hereby certify that this subdivision shall be known and designated as Lincoln Woods, and that all streets and alleys shown and not heretofore dedicated are hereby dedicated, to the public. Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

The owners and developers of Lincoln Woods Addition further declare, for the benefit of all persons purchasing lots, parts of lots, or parcels in said Lincoln Woods Addition, that all of said lots, parts of lots, and parcels in said subdivision shall be sold subject to the above and foregoing restrictions.

## NORTH NEWTON WOODS

### PROTECTIVE COVENANTS AND RESTRICTIONS

*[LOCATED SOUTHEAST OF 500 E AND 1100 NORTH, LINCOLN TWP]*



The title of each lot in this subdivision shall be subject to the following restrictions, covenants, and set back lines:

1. **Land Use and Building Type.** All parcels shall be used for single family residential purposes. No parcel shall be divided or resubdivided
2. **Size of Dwelling.** On all lots there shall be no dwelling constructed having less than 1200 square feet of living area for a ranch type house exclusive of basement, porches, and garages. Any bi-level, tri-level, or quad-level home built on such a lot shall not be less than 2000 square feet of living area.
3. No residence or appurtenance thereto, including, but not limited to, porches, patios, swimming pools and garages shall be constructed or maintained beyond the building lines established in the plat of dedication for this subdivision.
4. **Nuisances.** No noxious or offensive activity shall be carried on upon by any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. **House Trailers.** No house trailers or mobile home are permitted on any lots as permanent or temporary dwellings.
6. **Garbage and Refuse Disposal.** Trash, garbage, or other waste shall not be kept except in containers. Junk cars, old refrigerators, old washing machines, or any other bulk items, which could be considered junk or scrap must be disposed of at once.
7. **Architectural Control.** All plans for residential or appurtenant structures must be submitted to the Lank County Trust Co., its assigns, or designated representatives for approval of exterior design. No building shall be erected, placed, or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
8. **Construction Time.** All external work in the construction of any building, including landscaping, shall be completed within seven months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the architectural control committee through a written application to the architectural control committee form the builder or lot owner.
9. **Motor Vehicles.** All motor vehicles on the premises must be licensed and operative.
10. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
11. **Enforcement.** These restrictions by reference shall be made a part of each deed conveying any lots and said restrictions shall inure to the benefit of each person acquiring title of any lot of the hereinafter described property. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture or reversion for violation thereof.
12. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

## NORTH NEWTON WOODS UNIT No. 1

### PROTECTIVE COVENANTS AND RESTRICTIONS

The title of each lot in this subdivision shall be subject to the following restrictions, covenants, and set back lines:

1. Land use and Building Type. All parcels shall be used for single family residential purposes. No parcel shall be divided or resubdivided.
2. Size of Dwelling.
  - a. On all lots that are 1 acre or less in size there shall be no dwelling constructed having less than 1200 square feet of living area for a ranch type house exclusive of basement, porches, and garages. Every such house shall have attached to it a garage having a space to accommodate not less than 2 cars. Every such home and garage shall have on the front exterior of the house not less than 25% of the area constructed with brick and/or stone. Any bi-level home built on such a lot shall be not less than 2000 square feet of living area and the same garage and brick stone requirements as above.
  - b. On any lot larger than 1 acre any ranch type dwelling constructed shall contain not less than 1400 square feet of living area and an attached garage accommodating at least 2 cars. The exterior front shall be constructed with at least 40% of its area consisting of brick and/or stone. Any bi-level constructed on such a lot shall contain not less than 2300 square feet of living area and an attached garage large enough to hold at least 2 cars. At least 40% of its front exterior shall be constructed with brick and/or stone.
  - c. Any home having more than 2 stories of living area shall meet the requirements for a bi-level house as set forth in sub paragraph b above.
3. No residence or appurtenance thereto, including, but not limited to, porches, patios, swimming pools, and garages shall be constructed or maintained beyond the building lines established in the plat of dedication for this subdivision .
4. Nuisances. No noxious or offensive activity shall be carried on upon by any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. Temporary Structures. No structure of a temporary character, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
6. House Trailers. No house trailers or mobile home are permitted on any lots as permanent or temporary dwellings.
7. Garbage and Refuse Disposal. Trash, garbage, or other waste shall not be kept except in containers. Junk cars, old refrigerators, old washing machines, or any other bulk items, which could be considered junk or scrap must be disposed of at once.
8. Architectural Control. All plans for residential or appurtenant structures must be submitted to the Lank County Trust Co., its assigns, or designated representatives for approval of exterior design. No building shall be erected, placed, or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
9. Construction Time. All external work in the construction of any building, including landscaping, shall be completed within seven months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the architectural control committee through a written application to the architectural control committee from the builder or lot owner.
10. Motor Vehicles. All motor vehicles on the premises must be licensed and operative.
11. Pets and Animals. No livestock animals, chickens, or fowl shall be raised on the premises. Not more than two pets shall be housed on the premises and at all times be restrained.
12. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
13. Enforcement. These restrictions by reference shall be made a part of each deed conveying any lots and said restrictions shall inure to the benefit of each person acquiring title of any lot of the hereinafter described property. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture or reversion for violation thereof.
14. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

## NORTH NEWTON WOODS UNIT No. 2

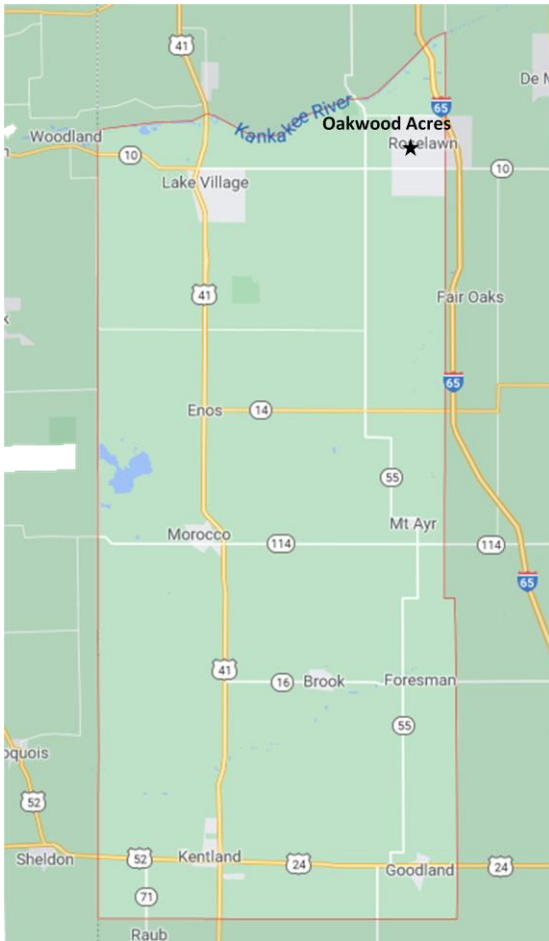
### PROTECTIVE COVENANTS AND RESTRICTIONS

1. Land Use and Building Type. All parcels shall be used for single family residential purposes. No parcel shall be divided or resubdivided.
2. Size of Dwelling. On all lots there shall be no dwelling constructed having less than 1200 square feet of living area for a ranch type house exclusive of basement, porches, and garages. Every such house shall have attached to it a garage having space to accommodate not less than 2 cars. Any bi-level, tri-level, or quad level home built on such a lot shall be not less than 2000 square feet of living area and the same garage requirements as above.
3. No residence or appurtenance thereto, including, but not limited to, porches, patios, swimming pools and garages shall be constructed or maintained beyond the building lines established in the plat of dedication for this subdivision.
4. Nuisances. No noxious or offensive activity shall be carried on upon by any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. Temporary Structures. No structure of a temporary character, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
6. House Trailers. No house trailers or mobile home are permitted on any lots as permanent or temporary dwellings.
7. Garbage and Refuse Disposal. Trash, garbage, or other waste shall not be kept except in containers. Junk cars, old refrigerators, old washing machines, or any other bulk items, which could be considered junk or scrap must be disposed of at once.
8. Architectural Control. All plans for residential or appurtenant structures must be submitted to the Lank County Trust Co., its assigns, or designated representatives for approval of exterior design. No building shall be erected, placed, or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
9. Construction Time. All external work in the construction of any building, including landscaping, shall be completed within seven months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the architectural control committee through a written application to the architectural control committee from the builder or lot owner.
10. Motor Vehicles. All motor vehicles on the premises must be licensed and operative.
11. Pets and Animals. No livestock animals, chickens, or fowl shall be raised on the premises. Not more than two pets shall be housed on the premises and at all times be restrained.
12. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
13. Enforcement. These restrictions by reference shall be made a part of each deed conveying any lots and said restrictions shall inure to the benefit of each person acquiring title of any lot of the hereinafter described property. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture or reversion for violation thereof.
14. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



## OAKWOOD ACRES RESTRICTIONS

*[LOCATED NORTHEAST OF 1100 N AND 500 E, LINCOLN TWP.]*



1. **Land Use and Building Type.** All parcels shall be used for single family residential purposes. No parcel shall be divided or resubdivided.
2. **Size of Dwelling.** No dwelling with a ground floor area of the main structure, exclusive of open porches and garages, of less than 1100 square feet in the case of a one story dwelling, or less than 800 square feet on the ground floor in the case of a dwelling more than one story, shall be erected.
3. **Building Location.** No building shall be located on any parcel nearer than 50 feet to the front line or nearer than 50 feet to any side street line. No building shall be located nearer than 15 feet to an interior parcel line.
4. **Nuisance.** No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. **Temporary Structures.** No structure of a temporary character, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any parcel at any time as a residence either temporarily or permanently.
6. **House trailers.** No house trailers or mobile homes are permitted on any parcels as a permanent or temporary dwelling.
7. **Garbage and Refuse Disposal.** Trash, garbage, or other waste shall not be kept except in containers. Junk cars, old refrigerators, old washing machines, or any other bulky items, which could be considered junk or scrap must be disposed of at once.
8. **Architectural Control.** All plans for residential or appurtenant structures must be submitted to Lake County Realty, inc., Design Department, its assigns, or designated representatives for approval of exterior design. No building shall be erected, placed, or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any parcel nearer to any street than the minimum building setback line unless similarly approved.
9. **Construction Time.** All external work in the construction of any building, including landscaping, shall be completed within six months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the architectural control committee through a written application to the architectural control committee from the builder or parcel owner.
10. **Motor Vehicles.** All motor vehicles on the premises must be licensed and operative.
11. **Pets and Animals.** No livestock, animals, chickens, or fowl shall be raised on the premises. Not more than two pets shall be housed on the premises and at all times shall be restrained.
12. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change said covenants in whole or in part.



13. Enforcement. These restrictions by reference shall be made a part of each deed conveying any parcels and said restrictions shall inure to the benefit of each person acquiring title of any parcel of the hereinafter described property and to all future purchases of any parcels of the hereinafter described property. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture or reversion for violation thereof.
14. Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
15. These restrictions shall affect and pertain to the following described real estate, to-wit:

PARCEL I

A part of the Southwest Quarter (SW 1/4) of Section 1, Township 31 North, Range 8 West of the Second Principal Meridian, in Newton County, Indiana, more particularly described as follows: beginning at a concrete monument at the southwest corner of the southwest Quarter of said section 1; thence easterly on and along the south line of said section 1 for a distance of 2662.6 feet, this point is 30 feet westerly of the southeast corner of said southwest quarter; thence northerly parallel with the east line of said southwest quarter for a distance of 660 feet; thence westerly parallel with the south line of said southwest quarter for a distance of 2,655 feet to the west line of said southwest quarter; thence southerly on and along said west line for a distance of 660 feet to the point of beginning. This parcel of land contains 40,284 acres and is subject to all existing easements.

PARCEL II

The south half of the southeast quarter and the northeast quarter of the southeast quarter of section 1, township 31 north, range 8 west of the second principal meridian in Lincoln Township, Newton County, Indiana.

PARCEL III

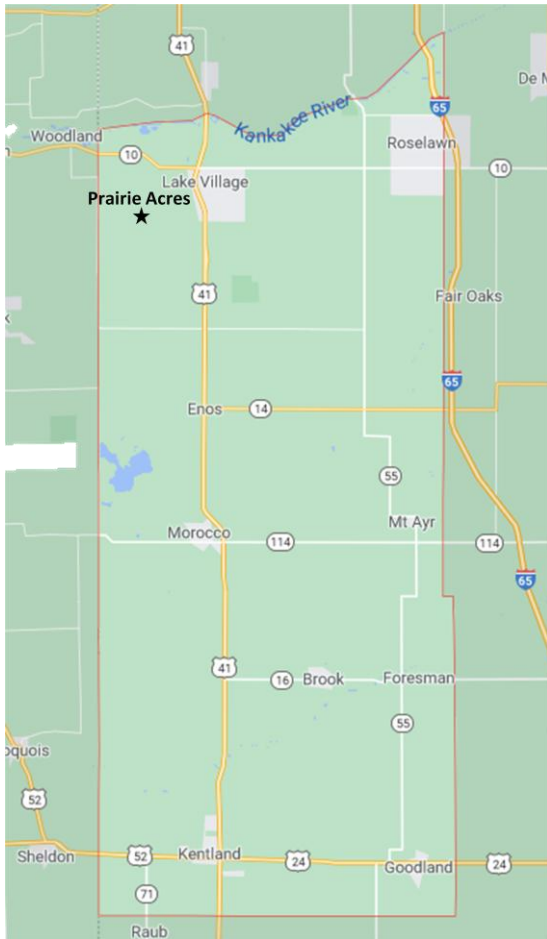
The Northwest quarter of the southeast quarter of section 1; also part of the southwest quarter of section 1, being a strip of land commencing at the southeast corner of the southwest quarter of section 1 thence north along the east line of said quarter section 81 rods; thence west 30 feet; thence south 81 rods; thence east 30 feet to the place of beginning, containing 1 acre, more or less, all in township 31 north of range 8 west, in Lincoln Twp, Newton County, State of Indiana.

PARCEL IV

A part of the east half of the southwest quarter of section 1, Township 31 North, Range 8 West of Second Principal Meridian, in Newton County, Indiana, described by: Beginning at a 5/8 inch iron rod that is 30 feet west and 660 feet north of the southeast corner of the southwest quarter of said section 1; thence northerly, parallel with and 30 feet from the east line of said southwest quarter, for a distance of 674.7 feet to an east-west fence line; thence easterly on and along said fence line, 30 feet to the east line of said southwest quarter; thence northerly on and along said east line, 1306.3 feet to a one inch iron pipe on the north line of said southwest quarter. Thence westerly on said north line 747.7 feet; thence southerly parallel with the east line of said southwest quarter, 1982.5 feet to a one inch iron pipe; thence easterly 717.7 feet to the point of beginning. This parcel contains 33.55 acres, and is subject to all existing easements.

## COVENANTS AND RESTRICTIONS FOR PRAIRIE ACRES 2 PHASE 1 & 2 SUBDIVISION

*[LOCATED SOUTHEAST OF STATE LINE ROAD AND 800 N, LAKE TWP.]*



We the undersigned Demotte State bank trust #138, Monica J. Polchert, Robert L. & Jerald Hoesktra, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided said real estate in accordance with the within plat.

The subdivision shall be known and designed as Prairie Acres 2 Phase 1 Subdivision of Newton County, Indiana, all streets shown and not heretofore dedicated, are hereby dedicated to the public.

Front and Side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked "easement" reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines, and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

1. No trailer homes are allowed on any lot in this subdivision
2. All homes, HUD, State, Code or Stick Build, will have (minimum) 5/12 pitch roofs and full foundations with frost free footings.
3. All homes must have a minimum of 1250 sq feet.
4. Lot owners will be allowed to remove only those trees necessary for home construction (including garage and septic systems) and yards.
5. Junk vehicles, farm equipment or any other accumulations of junk shall not be allowed on any lot or outlot in this subdivision.
6. The area of lots not farmed will be seeded with perennial grass—within one year after construction on said lots.
7. Replats of this plat are NOT permitted 6.10-19

The foregoing covenants or restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants or restrictions shall be automatically extended for successive periods of ten years unless changed by a vote of a majority of the then owners of the building sites covered by these covenants or restrictions, in whole or in part.

Enforcement of these covenants or restrictions is the responsibility of the subdivider and the landowners and shall not be the responsibility of the building Commissioner or other county Officials. Invalidation of nay one of the foregoing covenants, or restrictions, by judgment or court order, shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect.

The undersigned owners and developers of this subdivision hereby agree that a surface drainage system and outlet as may be shown hereon is to be accepted into the Newton County Indiana regulated drain system under the jurisdiction of the Newton County Drainage Board, and agrees to annual assessment of \$25.00 per lot annum, starting in the calendar year following date of recording. Said assessment is agreed to and is hereby waived from requirement of a formal hearing, but otherwise in accordance with IC 36-9-27 ET SEQ.

May 18, 2000; November 27, 2001 [Phase 2]

## PRAIRIE VIEW ACRES UNIT TWO

[LOCATED WEST OF 350 W AND 1500 S, JEFFERSON TWP.]



The Kentland Bank, as Trustee, owner of the real estate described herein, to-wit:

Prairieview Acres, Unit Two, Located Section 20, Township 27 North, Range 9 West, Newton County, Indiana.

Hereby establish the following covenants or restrictions to run with the land which shall be binding upon all parties and all persons owning any part of said parcel, to-wit:

1. Land Use and Building Type. All parcels shall be used for single family residential purposes. No parcel shall be divided or resubdivided.

2. Size of Dwelling. No dwelling shall be erected which contains less than 1350 square feet of living area, exclusive of open porches, garages, and basements in the case of a single story dwelling; or less than 1750 square feet of living area in the case of a multi-level dwelling. Each dwelling shall have a minimum of a one car, attached garage.

3. All plans for residential or appurtenant structures must be submitted to Kentland Bank, Trustee, their assigns, or designated representatives for approval of exterior design. No

building shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the proposed location of the structure have been approved by Kentland Bank Trustee as to quality of workmanship and materials, harmony of exterior design, with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any parcel nearer to any street than the existing building line unless similarly approved.

4. Building Location. No building shall be located on any parcel nearer than 50 feet to the front line or nearer than 50 feet to any side street line. No building shall be located nearer than 10 feet to an interior parcel line.
5. Nuisances. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. Temporary Structure. No structure of a temporary character, basements, tents, shacks garages, barns, or other outbuildings shall be used on any parcel at any time as a residence either temporarily or permanently.

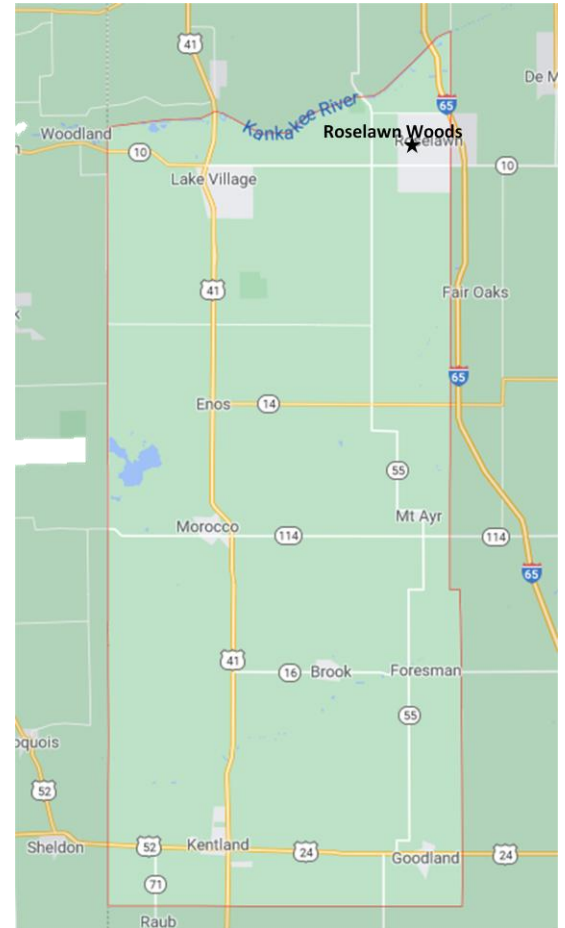
7. House Trailers. No house trailers or mobile homes are permitted on any parcels as permanent or temporary dwellings.
8. Garbage and Refuse Disposal. Trash, garbage, or other waste shall not be kept except in containers. Junk cars, old appliances, or any other bulky items which could be considered junk or scrap shall be disposed of at once.
9. Construction Time. All external work in the construction of any building, including landscaping, shall be completed within twelve months from date of issuance of building permit.
10. Motor Vehicles. All motor vehicles on the premises must be licensed and operative. No commercially licensed vehicles weighting more than 6000 pounds may be parked in the subdivision or on the properties within the subdivision unless it may be construed to be a transient vehicle and then not found to be a regular or a reoccurring event.
11. Lawn Care. All yards shall be kept in a neat and orderly manner.
12. Pets and animals. No livestock, animals, chickens, or fowl shall be raised on the premises. Not more than two pets shall be housed on the premises.
13. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change said covenants in whole or in part.
14. Enforcement. These restrictions by reference shall be made a part of each deed conveying any parcels and said restrictions shall inure to the benefit of each person acquiring title of any parcel of the hereinafter described property and to all future purchasers of any parcels of the hereinafter described property. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture or reversion for violation thereof.
15. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

May 1, 1979.

## ROSELAWN WOODS RESTRICTIONS AND COVENANTS

*[LOCATED SOUTH OF NORTH OF SR 10 AND 500 E, LINCOLN TWP.]*

1. All lots in this addition shall be known and described as single family residential lots.
2. No lot in this subdivision shall be resubdivided or divided into a smaller lot.
3. No noxious or offensive trade or activity shall be carried out upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
4. No structure of a temporary character, including, but not limited to basements, tents, shacks, garages, barns or other outbuildings shall be used on any parcel at any time as a residence.
5. Refuse shall be kept in metal containers properly screened from view and emptied and disposed of at least once each week. No refuse shall be burned on the premises. Junk cars, old refrigerators, old washing machines or any other bulky items which could be considered junk or scrap must be disposed of at once.
6. All plans for residential or appurtenant structures must be submitted to Alta Corporation, its assigns, or designated representatives for approval of exterior design. No building shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the proposed location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any parcel nearer to any street than the average existing setback line unless similarly approved.
7. All external work in the construction of any building, including landscaping, shall be completed within twelve months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the architectural control committee through a written application to the architectural control committee from the builder or parcel owner.
8. All motor vehicles on the premises must be licensed and operative.
9. No commercially licensed vehicle weighing more than 5,000 pounds may be parked in the subdivision or on properties within the subdivision unless it may be construed to be a transient vehicle then not found to be a regular or recurring event.
10. No livestock, animals, chickens, or fowl shall be raised on the premises. Not more than two pets shall be housed on the premises and at all times shall be restrained.
11. All yards shall be kept in a neat and orderly manner and all lawns and yards must be mowed at any time that it becomes taller than three inches.
12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of these covenants being recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change said covenants in whole or in part.
13. These restrictions by reference shall be made a part of each deed conveying any parcels and said restrictions shall inure to the benefit of each person acquiring title of any parcel of the



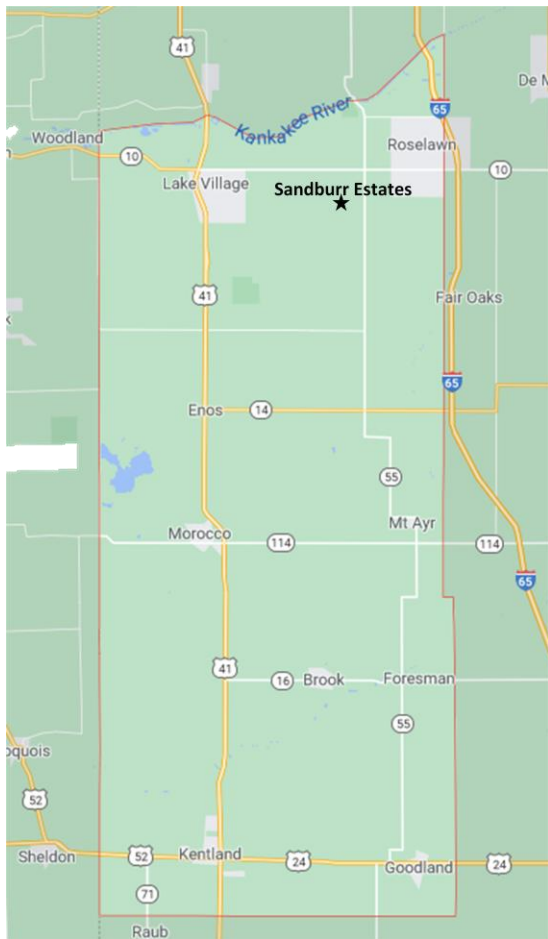


hereinafter described property and to all future purchasers of any parcels of the hereinafter described property. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture or reversion for violation thereof.

14. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

## SANDBURR ESTATES

[LOCATED SOUTHEAST OF 900 N AND 100 E, LINCOLN TWP.]



**A. Use of Lots.** Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only as a residence of a single family related by blood, adoption, or marriage. No business buildings shall be erected on said Lots, and no businesses may be conducted on any part thereof, other than the home occupations permitted by law. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this Covenant.

### **B. Building Restrictions**

1. Until all the real estate included in the Development has been conveyed by Declarant to purchasers in the normal course of Development and sale, no resident or structure shall be commenced, erected, or maintained on any Lot until the construction Plans and specifications have been submitted to and approved in writing by Trust 160 through DeMotte State Bank. There shall be no surrender of this right prior to

that time, except in a written instrument in recordable form executed by Declarant. All structures shall conform to the construction Plans and specifications as approved.

2. Duplexes are not allowed.
3. All residential structures shall have a minimum of 1600 square feet.
4. Any garages must be constructed at the time of the residential structure, whether attached or detached.
5. The minimum square feet requirement does not include porches, breezeways, or garages.
6. No building or structure previously or completed constructed elsewhere (offsite) shall be moved upon any lot. No residential structures are to be constructed with pre-fabricated or nodular units. Modular, manufactured or pre-fabricated homes, mobile homes, or compact homes are not permitted. On site, new, and original construction only.
7. All accessory structures, buildings, including garages, or the like shall match the color and general appearance of the residential structure.

**C. Construction Procedure.** During construction, reasonable care shall be taken by the builders of the Lots therein to protect all public and private streets from decomposition due to construction.

During construction, sites shall be kept as clean as possible to avoid blowing trash and to prevent must from coming into other portions of the development or adjoining properties. Builders shall keep streets reasonably clean and free of dirt/mud and debris during construction periods and the Declarant shall not have responsibility or liability for the conditions of the streets.

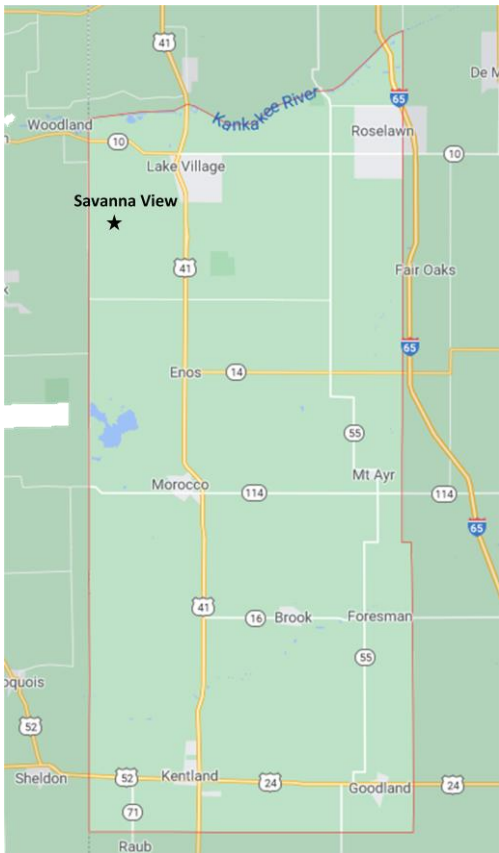
- D. **Landscaping.** Front and side yards of lots are to be seeded or sodded within one year after occupancy when the growing season permits. All front yards of Lots shall be landscaped with shrubs and bushes within one year of occupancy.
- E. **Light.** All lots shall have one post light 10 feet from the road right-of-way line next to the driveway; each such light shall have an electric eye sensor so as to cause the light to automatically turn on each day at dusk.
- F. **Driveways.** Hard surface material (concrete or asphalt) shall be poured or provided within one year of occupancy and shall be paved up to the roadway.
- G. **Fences.** Solid, chain link, or barbed wire fences shall be prohibited in any front yard. Fences shall be allowed in any side or rear yards up to a height of six feet and shall be constructed of material or materials compatible with the character of the immediate area. Fences constructed of such material as barbed wire, sheet metal, or other objectionable materials shall be prohibited.
- H. **Drainage.** The grades of drainage ditches and swales along streets and rear and side Lot lines as established by the drainage plans for Sandburr Estates cannot be altered except by permission of the Newton County Drainage Board or other relevant authority.
- I. **Setbacks.** Construction shall be within all setbacks and subject to all easements as set forth in any plat and/or plan. In the event that two or more continuous lots are purchased or are otherwise owned by a common owner, for the purpose of identifying side lot building setbacks, the side lot lines shall be constructed to mean the exterior sidelines of two or more lots purchased; however, such lots shall not thereafter be separately sold if one or more structures have been constructed so as to infringe upon the platted setback area between such lots.
- J. **Maintenance of unimproved lot.** The owner of an unimproved or unoccupied lot shall at all times keep and maintain such lot and the improvements (if any) thereon in such manner as to prevent its becoming unsightly and to this end shall cut unsightly
- K. **Gas/Propane Tanks.** Gas/Propane tanks must not be visible from the street. They may be buried or placed in the rear yard. Under appropriate circumstance wherein it would not be unsightly, exceptions may be granted for placed in the side yard of lot.
- L. **Disposal of trash and other like household refuse.** No owner of any lot shall burn or permit the burning out-of-doors of garbage, trash, and other like household refuse. Nor shall any owner accumulate or permit the accumulation of an overabundance of garbage or refuse on their Lot.
- M. **Storage and Parking of vehicles.** There shall be no outside storage or parking upon any lot of any automobile, commercial vehicle, truck tractor, mobile home or trailer (with or without wheels), camper, camper trailer, or any other transportation device of any kind, except within the

Owner's garage, or accessory building or structure, and for temporary parking for visitors; provided, however, that the parking of the owner's primary vehicle on the driveway of the owner's lot shall be permitted, and the parking of the owner's boat or other watercraft, including boat trailer, in the back of any lot shall also be permitted.

- N. **Pools.** In-ground and above-ground pools are permitted; provided, however, such pools may not be located in the front yard of any lot and both in-ground and above-ground swimming pools must be concealed from view by appropriate decking or fencing and for safety purposes must conform to all state, county, and local safety codes and zoning requirements.

## SAVANNA VIEW

[LOCATED NORTHWEST OF 800 N AND 600 W, LAKE TWP.]



### DESCRIPTION

1. **Land Use and Building Type.** All parcels shall be used for single family residential purposes. No parcel shall be divided or subdivided.
2. **Size of Dwelling.** On all lots there shall be no dwelling constructed having less than 1400 square feet of living area for a ranch type house exclusive of basements, porches, and garages. Every such house shall have attached to it a garage having space to accommodate not less than two cars. Every such home and garage shall have on the front exterior of the house not less than 25% of the area constructed with brick and/or stone. Any bi-level or two story home built shall not be less than 2,000 square feet with the same garage, brick or stone requirements as above.
3. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. **Temporary Structures.** No structure of a temporary character, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
5. **House Trailers.** No house trailers, mobile homes, or manufactured housing are permitted on any lots as permanent or temporary dwellings.
6. **Garbage and Refuse Disposal.** Trash, garbage, or other waste shall not be kept except in containers which will be kept out of view. Junk cars, old refrigerators, old washing machines, or any other bulky item, which could be considered junk or scrap must be disposed of at once.
7. **Architectural Control.** All plans for residential or appurtenant structures must be submitted to Crossroads Development Corporation, its assigns, or designated representatives for approval of exterior design. No building shall be erected, placed, or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

8. **Construction Time.** All external work in the construction of any building, including landscaping, shall be completed within seven months from date of issuance of building permit. An extension of this time may be granted for good reason by the architectural control committee through a written application to the architectural control committee from the builder or the lot owner.
9. **Driveways.** All driveways shall have a hard surface constructed of asphalt or concrete within one year of date of occupancy.
10. **Motor Vehicles.** All motor vehicles on the premises must be licensed and operative. No overnight parking of semis will be permitted.
11. **Pets and Animals.** No livestock, animals, chickens, or fowl shall be raised on the premises. Not more than two pets shall be housed on the premises and at all times shall be restrained.
12. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said shall be automatically extended for successive periods of ten year, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
13. **Enforcement.** These restrictions by reference shall be made a part of each deed conveying any lots and said restriction shall inure to the benefit of each person acquiring title of any lot of the herein after described property. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture of reversion for violation thereof.
14. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the hand of the officers of Crossroads Development Corporation this day of May 2005.



## STAGE COACH HILLS

[LOCATED EAST OF SR 10 AND 150 W, LAKE TWP.]



### RESTRICTIONS FOR STAGE COACH HILLS

15. **Land Use and Building Type.** All lots shall be used for single family residential purposes, as marked and laid out on the plat of subdivision.

16. **Size of Dwelling.** No dwelling with a ground floor area of the main structure, exclusive of open porches and garages, of less than 1000 square feet in the case of a one-story dwelling, or less than 800 square feet in the case of a dwelling of more than one story, shall be erected.

17. **Building Location.** No building shall be located on any lot nearer than 50 feet to the front line or nearer than 50 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line.

18. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

19. **Temporary Structures.** No structure of a temporary

character, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

20. **House Trailers.** No house trailers, mobile homes, or manufactured housing are permitted on any lots as permanent or temporary dwellings.

21. **Enforcement of Rules and Regulations.** The elected and appointed officials of Newton County, Indiana, in addition to any and all other remedies available to it, at law or in equity, shall be entitled to enforce its rules and regulations.

22. **Garbage and Refuse Disposal.** Trash, garbage, or other waste shall not be kept except in containers which will be kept out of view. Junk cars, old refrigerators, old washing machines, or any other bulky item, which could be considered junk or scrap must be disposed of at once.

23. **Architectural Control.** All plans for residential or appurtenant structures must be submitted to Raymond S. Cox and Wirtz & Snyder Realty, its assigns, or designated representatives for approval of exterior design. No building shall be erected, placed, or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

*No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.*

**Amended Restriction for Stage Coach Hills**

*Paragraph 9 of the Restrictions for Stage Coach Hills Subdivision, heretofore, recorded in file, Plat number 3, page 25 of the recorded of Newton County, Indiana is hereby amended as follows:*

9. **Architectural Control.** *All plans for residential or appurtenant structures must be submitted to an architectural control committee composed of Oliver H. Dorn, David D. Hayes, James M. Brooker, Sr., Thomas McCabe, and Snyder Realty, their assigns, or designated representatives for approval of exterior design. No building shall be erected, placed or altered on any lot within Stage Coach Hills Subdivision until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.*

*The Amended Restriction is recorded in file #480, Plat number 3, page 102 of the records of Newton County, Indiana.*

24. **Construction Time.** All external work in the construction of any building, including landscaping, shall be completed within six months from date of issuance of building permit. An extension of this time may be granted for good reason by the architectural control committee through a written application to the architectural control committee from the builder or the lot owner.

25. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said shall be automatically extended for successive periods of ten year, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

26. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

27. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. The owner and developers of Stage Coach Hills further declare, for the benefit of all persons purchasing lots, parts of lots, or parcels in said Stage coach Hills, that all of said lots, parts of lots, and parcels in said subdivision shall be sold subject to the above foregoing restrictions.

Signed this 30<sup>th</sup> day of August, 1974

## RESTRICTIVE COVENANTS

*[LOCATED SOUTH OF 900 N AND 100 E, LINCOLN TWP.]*

1. All lots in this subdivision shall be known and designated at single family residential lots.
2. Side yard building setback is not less than twenty feet.
3. No lot in this subdivision shall be resubdivided or divided into a smaller lot.
4. No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
5. No structure of a temporary character, including not limited to, basements, shacks, tents, garages, mobile homes, barns or other out buildings shall used on any parcel at any time as a residence either temporary or permanent.
6. Refuse shall be kept in metal containers properly screened from view and emptied and disposed of least once each week. No refuse shall be burned on premises. Junk cars, old refrigerators, old washing machines, or any other bulk items which could be considered junk or scrap must be disposed of at once.
7. All plans for residential or appurtenant structures must be submitted to Eugene R. Storry, his assigns or designated representatives for approval of exterior design. No building shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the proposed location of the structure have been approved by Eugene R. Storry as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect with topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any parcel nearer to any street than the existing building line unless similarly approved.
8. All external work in the construction of any buildings, including landscaping, shall be completed within twelve months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the architectural control committee through a written application to Eugene R. Storry from the builder or parcel owner.
9. All motor vehicles on the premises must be licensed and operative.
10. No commercially licensed vehicle weighing more than 5000 pounds may be parked in the subdivision or on properties within the subdivision unless it may be construed to be a transient vehicle and then not found to be a regular or recurring event.
11. ~~No livestock, animals, chickens, or fowl shall be raised on the premises. Not more than two pets shall be housed on the premises; at all times they shall be restrained.~~ \*Zoning changed to R1-A 2/6/78; refer to Ordinance 94-1 for further information.
12. All yards shall be kept in a neat and orderly manner and all lawns and yards must be mowed at any time that it becomes taller than three inches.



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13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change said covenants in whole or in part.
14. These restrictions by reference shall be made a part of each deed conveying any parcels and said restrictions shall inure to the benefit of each person acquiring title of any parcel of the hereinafter described property and to all future purchaser of any parcels of the herein after described property. Enforcements hall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture or reversion for violation thereof.
15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 19<sup>th</sup> day of April, 1976.

## **TIMBER RIDGE ESTATES RESTRICTIVE COVENANTS**

*[LOCATED EAST OF SR 10 & 500 E, LINCOLN TWP.]*



1. The use of each lot is for one single-family residence only.

2. No horses shall be kept or stabled on any lot. All pets shall be confined to the owner's property, but no poultry or livestock shall be kept on any lot.

3. The lots shall be kept orderly and no junk or unlicensed vehicles and/or machinery shall be stored or parked on or adjacent to any lot. No owner of any lot shall do or permit to be done, any act upon any lot, which may be, or is, or may become a nuisance, or that will cause a lot to appear in an unclean or untidy condition; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

4. All construction shall conform to the set-back lines which are indicated on the plat of this subdivision.

5. All construction shall conform to any and all building and/or zoning codes in effect.

6. Each residence shall contain 1350 square feet or more of ground floor living area in one or one and a half story dwellings (800 square feet in two story dwellings on ground floor, provided said home has an attached garage, the floor area in said garage is excluded in determining the square footage of ground floor area).

Split foyer, bi-level, raised ranches, tri-levels, or quad levels, etc., are to have 1200 square feet or more in total living area above the subterranean level (the level below grade), provided the home has an attached garage. All ranches, bi-level, split foyers, raised ranches, tri-levels, quad levels, etc., or garage under homes, which do not have attached garages must contain 1550 square feet ground floor area or more.

7. No construction shall be allowed closer to a side lot line than 10 feet of the width of the lot, but in no case less than 10 feet.
8. No lot owner shall interfere with, or restrict the normal agricultural practices of the surrounding farmland, or the complete or partial development of real estate subdivisions.
9. All plans for buildings, homes or other structures and improvements shall first be approved by a building committee for style and compatibility. Such committee shall consist of three members who shall be appointed by John V. DeGraff or his heirs or assigns until all lots have been sold. At that time, existing lot owners shall thereafter elect three (3) members, each for a one year term, from lot owners of Timber ridge Estates, 1<sup>st</sup> addition Unit No. 1, by simple majority vote, one vote per lot.
10. No trailer or mobile home, basement, tent, shack, garage, barn or other accessory building shall be erected or placed upon any lot prior to the construction of the residence. When the construction of any building or home or structure is once begun, work thereon must be prosecuted diligently and must be complete—with a reasonable time. No building, home or structure shall be occupied

during construction. No mobile home or trailer shall be placed upon any lot for temporary or permanent residence purposes.

11. The acceptance of a deed to any of the real estate in said subdivision shall constitute an acceptance and consent by the Grantee therein to the provisions of these restrictive covenants. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of the law, of any structure or any part thereof erected or maintained in violation thereof, is reserved to the several owners of the several lots in this subdivision and to their heirs or assigns.
12. Invalidations of any one of these foregoing covenants or restrictions, by judgment or court order, shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect. The right to enforce these provisions by injunction together with the right to cause the removal by due process of law, of any structure or part thereof, is hereby reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.



## VALLEY Forge RESTRICTIONS AND COVENANTS

*[LOCATED SOUTH OF SR10 AND 500 E, LINCOLN TWP.]*

15. All lots in this addition shall be known and described as single family residential lots.
16. No buildings shall be erected nor a mobile home placed on any lot of this subdivision without the approval in writing by a majority of a committee of Dr. Peter Gutierrez, Standish Barr, James Prange, and Frank J. Keleminie, Jr., for conformity and harmony of external design with existing structure in the subdivision and as to location of the building or mobile home with respect to property and building setback lines. Said committee shall act and serve until December 31, 1977, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing, duly recorded among the land records, their authorized representative who thereafter shall have all the powers delegated herein to the aforesaid committee. All mobile homes placed on any lot of the subdivision shall be at least twelve feet by sixty feet in size and shall be subject to the approval by the committee to the external appearance and conformity with existing structures in the subdivision.
17. No lot in this subdivision shall be resubdivided or divided into a smaller lot.
18. No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
19. No other outbuildings shall be erected without approval of the committee as to the plans and specifications.
20. There are easements, as shown on the plat, reserved for the use of public utility companies (not including transportation companies) for the installation and maintenance of poles, mains, wires, ducts, and lines and drainage, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected on said easements by the owners of the lots, but such owners shall take their titles subject to the rights of said public utility companies and to the rights of owners of other lots in this subdivision for ingress and egress in, along, across, and through the several easements herein reserved.
21. Each lot shall have a sanitary septic tank in conformance with accepted standards of the Newton County Board of Health.
22. An individual well shall be installed for each dwelling according to the accepted standards of the Newton County Board of Health.
23. These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 1981, at which time such covenants shall be automatically extended for successive periods of ten years unless by a majority vote of the then owners of lots in the subdivision it is approved to change or modify such covenants in whole or in part.
24. All motor vehicles on the premises must be licensed and operative; however, no more than two such vehicles shall be allowed for each dwelling without permission of the committee.
25. Refuse shall be kept in metal containers properly screened from view and emptied and disposed of at least once each week. No refuse shall be burned on the premises.
26. All mobile homes shall be enclosed with a decorative skirt to conceal the underside of the home prior to occupancy.



27. No livestock, animals, chickens or fowl shall be raised on the premises. Not more than two pets shall be housed on the premises and at all times shall be restrained.
28. Vegetable gardening shall be allowed only on the back twenty percent of said premises.
29. All yards shall be kept in a neat and orderly manner and all lawns and yards must be mowed at any time that it becomes taller than four inches.
30. All mobile homes shall be set back at least thirty-five feet in conformance with the plat.
31. All recreational vehicles, trailers, boats, etc. shall be stored in a specific area designated for such purposes.
32. If the parties herein, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in this subdivision to prosecute nay proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
33. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

22<sup>nd</sup> June 1973

## VILLAGE WOODS ESTATES SUBDIVISION COVENANT

[LOCATED AT SOUTHEAST OF 950 N & 500 W, LAKE TWP.]



### Restrictions:

**1. Land Use and Building Type.** All lots shall be used for residential purposes as marked and laid out on the plats of subdivision. No building shall be erected, altered, placed, or permitted to remain on any lot, except that one single family dwelling not to exceed two and a half stories in height, with a private attached garage, may be erected on said lots, except that by written permission from the architectural control committee, additional buildings may be approved.

**2. Size of Dwelling.** No dwelling with a ground floor area of the mains structure, exclusive of open porches and garages, of less than 1200 square feet in the case of a one story dwelling or less than 960 square feet in the case of a dwelling of more than one story, shall be erected.

**3. Masonry in Construction.** No dwelling with less than 20% of its front area of exterior showing brick or stone construction shall be erected. A special exception for reason of incompatibility with the style of the dwelling may be granted by the architectural control committee through a written application to them by the builder or lot owner.

**4. Building Location.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front line or nearer than 15 feet to any side street line. No

building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of the covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

- 5. Easements.** Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. An easement is hereby granted to the Indiana Bell Telephone Company, and Northern Indiana Public Service Company, severally, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replaced, and maintain conduits, cables and wires, either overhead or underground with all necessary braces, guys, anchors, and other appliances in, upon, along, and over the strip or strips of land designated by broken lines on the plat and marked "easements for public utilities", for the purpose of servicing the public in general with electric and telephone service, including the right to use the streets where necessary, together with right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid, and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easement, but same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use of said easement for such public utility purposes.
- 6. Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. **Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
9. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. **Architectural Control.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with the existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
11. **Construction Time.** All external work in the construction of any building, including landscaping, shall be completed within six months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the architectural control committee through a written application to the architectural control committee from the builder or lot owner.
12. **Architectural control Committee.** The ACC is composed of the following members: Allen E. Hood, 215 w. Greenwood, Crown Point, Indiana, and Robert Harper, 20012 Colfax Street, Lowell, Indiana. The committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee or restore to it, any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
13. **Term.** These covenants are to run with the land and shall be binding on all persons and parties claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
14. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
15. **Severability.** Invalidity of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
16. The undersigned owner of Village Woods Estates further declares, for the benefit of all persons purchasing lots, parts of lots, or parcels in said Village Woods Estates Subdivision, that all of said lots, parts of lots, and parcels in said subdivision shall be sold subject to the above and foregoing restrictions.  
Restrictions do not provide for forfeiture or reversion for violation thereof.

ROBERT HARPER  
August 10, 1978

## **WALNUT ESTATES COVENANTS AND RESTRICTIONS**

*[LOCATED AT THE INTERSECTION OF 800 N AND 700 W (STATE LINE), IN LAKE TWP.]*

- No mobile homes, recreational vehicles, junk cars, trucks, campers, boats, motorcycles, ATVs or any unlicensed vehicles shall be stored outdoors on the property. Pole barns and/or garages (attached or detached), and sheds are required for storage.
- Pole barns, garages, and sheds must match the color of the home.
- Recreational vehicles shall not be used as a residence. Semi-trucks are not permitted to be parked in the yard with the motor running.
- No businesses shall be established without correct zoning and permits required per the county.
- All building plans are to be approved by the architectural control committee prior to construction.
- Front of house must have a gable or covered porch.
- Landscaping is to be started within one year of completed construction

### **Building Restrictions**

- All roofs must have a minimum 5/12 pitch

### **Minimum Square Footage**

Ranch	1400 square feet
Cape Cod	1800 square feet
Two-Story	700 square feet
1-1/2 Story	1000 square feet

## WEST VILLAGE ADDITION RESTRICTIONS AND COVENANTS

*[LOCATED AT SOUTHEAST OF 400 W & SR10, LAKE TWP.]*

The following restrictive covenants shall be binding on all persons owning any part of the above described Real Estate.

1. All lots in this addition shall be used for residential purposes only.
2. There shall be a minimum setback line of 30 feet.
3.
  - a. All one-story residential structures with or without basements shall have a minimum first floor area of 1,000 square feet.
  - b. All 1-1/2 story residential structures with basements shall have a minimum first floor area of 956 square feet; however, the entire upper floor of said structure shall be finished and livable.
  - c. All tri-level and bi-level residential structures shall have a minimum living area of 956 square feet, not including the lower levels of said structures.
  - d. All two story residential structures with or without basements shall have a minimum first floor area of square feet
  - e. The above minimum areas do not include porches, breezeways, or attached garages.
  - f. All accessory buildings shall have a minimum size of x 20 feet.
4. No building of a temporary character, trailer, basements, tent, shack, barn or outbuilding shall be used on any tract in this addition at any time as a residence, either temporarily or permanently.
5. No building previously constructed elsewhere shall be moved upon any tract in this addition.
6. Fuel tanks shall either be buried outside the structure or be placed inside the basement.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purposes.
8. No obnoxious or offensive activities shall be carried out on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. The following restrictions shall be strictly observed:
  - a. No garbage, ashes, or refuse receptacle shall be placed, left, or kept on any lot so as to be exposed to view, creating an unsanitary condition or constituting a nuisance.
  - b. All homeowners must park all their licensed vehicles on their driveway. No homeowner's licensed vehicle shall be parked on the public thoroughfare.
  - c. Any and all unlicensed vehicles must be parked in the homeowner's garage. No unsightly, unlicensed vehicle shall be parked on the public thoroughfare or on the homeowner's driveway.
  - d. Driveways shall have a dust free surface of either bituminous or concrete.
10. The front, side, and rear yards of each lot shall be seeded or sodded in grass within nine months after the date the building is occupied.
11. All plans and specifications for building in this subdivision must be approved by the developer, Dalton Construction, Inc., or its authorized representative.



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The foregoing Restrictive Covenants are to run with the land and shall be binding on all parties and all parties and all persons claiming under them until January 1, 1998, at which time said Restrictive



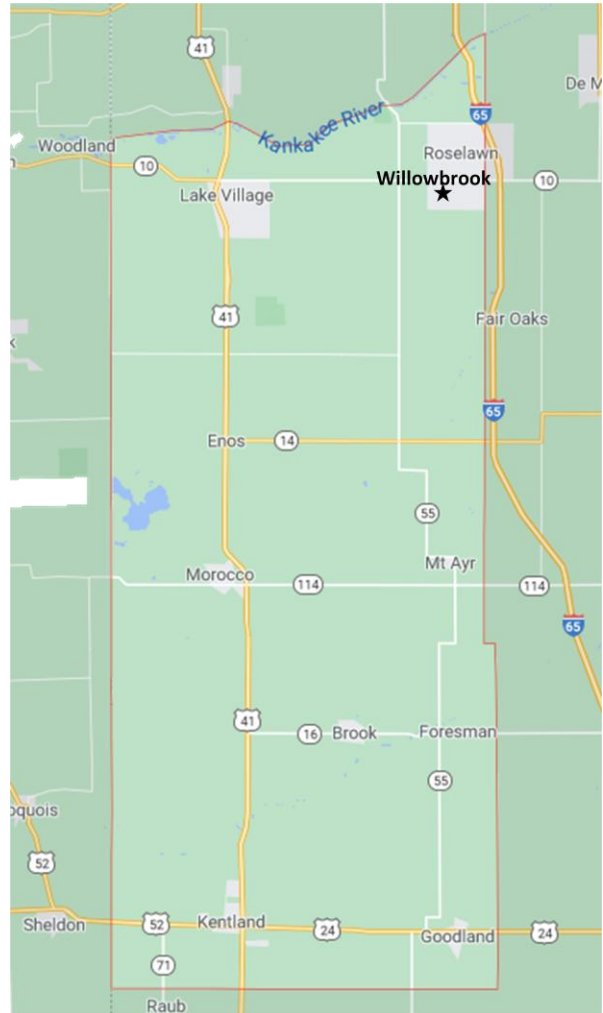
Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these Restrictive Covenants, it is agreed to change such Restrictive Covenants in whole or in part.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

## WILLOWBROOK SUBDIVISION RESTRICTIONS AND COVENANTS

*[LOCATED EAST OF 100 E AND 900 N, LINCOLN TWP.]*

34. Land use and Building Type. All parcels shall be used for residential purposes.
35. Size of Dwelling. No dwelling with a ground floor area of the main structure, exclusive of open porches and garages, of less than 900 square feet in the case of a one-story dwelling, or less than 700 square feet on the ground floor in the case of a dwelling of more than one-story, shall be erected.
36. Building location. No building shall be located on any parcel nearer than 35 feet to the front line or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior parcel line.
37. Nuisances. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
38. Temporary structures. No structure of a temporary character, basements, tents, shacks, garages, barns, or other out-buildings shall be used on any parcel at any time as a residence either temporarily or permanently.
39. House trailers. No house trailers or mobile homes are permitted on any parcels as permanent or temporary dwellings.
40. Garbage and refuse disposal. Trash, garbage, or other waste shall be kept in containers. Junk cars, old refrigerators, old washing machines, or any other bulky items, which could be considered junk or scrap, must be disposed of at once.
41. Architectural control. All plans for residential or appurtenant structures must be submitted to Lake County Realty, inc., Design Department, its assigns, or designated representatives for approval of exterior design. No building shall be erected, placed, or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any parcel nearer to any street than the minimum building setback line unless similarly approved.
42. Construction Time. All external work in the construction of any building, including landscaping, shall be completed within six months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the architectural control committee through a written application to the architectural control committee form the builder or parcel owner.
43. Motor Vehicles. All motor vehicles on the premises must be licensed and operative.
44. Pets and Animals. No hogs or pigs shall be raised on the premises, but other farm animals shall be allowed



45. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change said covenants in whole or in part.
46. Enforcement. These restrictions by reference shall be made a part of each deed conveying any parcels and said restrictions shall inure to the benefit of each person acquiring title of any parcel of the hereinafter described property and to all future purchases of any parcels of the hereinafter described property. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture or reversion for violation thereof.
47. Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
48. These restrictions shall affect and pertain to the following described real estate, to-wit:

Recorded 11:30 AM Feb 18 1975

## WOODLOAR RESTRICTIONS AND COVENANTS

*[LOCATED SOUTHEAST OF 250 N AND 100 W, MCCLELLAN TWP.]*

1. Land use and Building Type. All parcels shall be for single-family residential purposes.
2. Size of Dwelling. No dwelling with a ground floor of the main structure, exclusive of open porches garages, of less than 1100 square feet in the case one-story dwelling, or less than 800 square feet on ground floor in the case of a dwelling of more than story, shall be erected.
3. Building location. No building shall be located on parcel nearer than 50 feet to nearer than 15 feet to interior parcel line.
4. Nuisances. No noxious or offensive activity shall carried on upon any parcel, nor shall anything be thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. Temporary structures. No structure of a temporary character, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any parcel at any time as a residence either temporarily or permanently.
6. House trailers. No house trailers or mobile homes permitted on any parcels as permanent or temporary dwellings.
7. Garbage and refuse disposal. Trash, garbage, or waste shall not be kept except in containers. Junk cars, old refrigerators, old washing machines, or any bulky items which could be considered junk or scrap must be disposed of at once.
8. Livestock. Not over three head per acre.
9. Poultry. Must not number over 100 per parcel.
10. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change said covenants in whole or in part.
11. Enforcements. These restrictions by reference shall be made a part of each deed conveying any parcels and said restrictions shall inure to the benefit of each person acquiring title of any parcel of the hereinafter described property and to all future purchasers of any parcels of the hereinafter described property. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these restrictions. These restrictions do not provide for forfeiture or reversion for violation thereof.
12. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
13. No parcel shall be any smaller than 3-1/2 acres.
14. These restrictions shall affect and pertain to the following described real estate, to-wit:



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