

COVENANTS & RESTRICTIONS

These covenants are made in the interest of the property owner, to maintain property values and standards of the development known as _____, Harrison County, Indiana. These covenants shall be binding upon all property owners in the protected area. These covenants shall be under the jurisdiction of the developer until such time as there are sufficient number of property owners present to form a committee to enforce these covenants, execute architectural control, and provide maintenance, and for any other appropriate neighborhood services. These covenants shall run with the land and be binding of all parties and all persons claiming under them for a period of twenty 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 ten owners of the lots has been recorded, agreeing to change said covenants. Any judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. No lot shall be used except for residential purposes.
2. 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 developer or 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. Only stick built homes will be permitted. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless approved by the committee.
3. The living area of the main structure, exclusive of open porches and garages, shall not be less than 1200 square feet for a single story dwelling. For a two story dwelling, the first floor shall be no less than 850 square feet.
4. No more than one dwelling shall be constructed on any lot as shown on plat map.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat map over the rear five feet of each lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the directed of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all

improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility is responsible.

6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No commercial operations of any kind may be operated from the dwelling or premises.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile home or modular home of any width may be placed on any lot. Campers shall be stored to the rear of the dwellings.
8. All garages must be of the same type construction and material as the dwelling. Detached garage shall be located to the rear of the dwellings. In the event that an additional storage area be needed, it shall be of good quality and of such appearance as to not detract from the general appearance of the neighborhood. Such outbuilding shall be built at a cost of at least \$200.00 and if such building shall exceed more than 40 square feet, the cost of construction shall be at least \$5.00 per square foot.
9. No junk (including inoperable motor vehicles) may remain on the property except in the garage.
10. Property owner must provide off-street parking for any motor vehicle owned or operated by any member of the household.
11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except horses, ponies, dogs, cats or other household pets which may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
12. Be advised that this subdivision is in an agriculture/residential zone which permits agriculture. Agricultural operations produce livestock, crops, noise and odors and maintain odd hours.
13. 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.
14. No individual water system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of local public health officials. Approval of such system as installed shall be obtained from such authority.

15. No fence, wall, hedge, or shrub planting which obstructs sight line at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot that will block the view of traffic. Foliage line of trees must be maintained at sufficient height to prevent obstruction of sight lines.

16. No structure shall be allowed to remain upon any plot within this subdivision in a partial state of completion for a substantially greater length of time than would normally be required for the completion of such a structure, having regard only for general circumstances and conditions in the vicinity and not for circumstances and conditions peculiar to the owner or other person or persons responsible for such construction and under no circumstances, greater than 240 days.

17. Lots #1 and #2 shall have a common drive access to State Road #337 at the common property line.

18. The driveway entrance for Lot #3 shall be from Wiseman Road.