

LITTLE FOX LAKE ASSOCIATION COVENANTS

PREAMBLE

It is recognized by the LITTLE FOX LAKE ASSOCIATION, (hereinafter referred to as the "ASSOCIATION") that land use of parcels has not always, in the past, conformed to the Covenants of the Association. It is the express intention of the Association to identify those parcels with existing variances from the Covenants and to accept those parcels with improvements by these amended Covenants as they exist on the date of adoption. These variances are listed below by lot:

LOT # 1 – Not within set-off boundaries.

LOT # 3 – Gazebo and house not within set-off boundaries. Residence currently operated as a retreat said variance only exists for present owner, Richard Haynes, and expires upon sale or transfer of property.

LOT # 5 – Two mini-barns not within set-off boundaries.

LOT # 6 – Mini-barn not within set-off boundaries.

LOT # 7 & 8 – House, Mini-barn, Shed and Garage not within set-off boundaries.

LOT # 9 – House and garage not within set-off boundaries.

LOT # 11 – Gazebo not within set-off boundaries.

It is the further express intention of the ASSOCIATION that no future variances of the Covenants will be tolerated. Any property owner building any structure or failing to conform to the Covenants will be required to remove any non-conforming structure or correct any non-conforming conditions. The non-conforming owner shall be given written notice to correct the non-conformance and sufficient time, no greater than ninety (90) days to comply. Thereafter the Association shall seek compliance by all available legal remedies; all costs associated therewith, including attorney's fees, will be the responsibility of the property owner.

LAND USE

(1) No parcel shall be used except for a residential purpose. No residential parcel

shall have more than one single family dwelling erected thereon and no more than one building for garage or storage purposes, provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding, concrete block or similar material on outside walls. No House trailer, camping equipment, disabled motor vehicles or otherwise shall be stored, parked in any manner whatsoever on these parcels and the residents shall make every effort to keep their yard and parcel in an attractive manner, and in such condition that it shall not detract from the property value of the adjoining property.

ARCHITECTURAL CONTROL

(2) No building, fence, wall or other structure shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the location of the same have been approved by the Little Fox Lake Association Board, 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 elevations.

No parcel owner shall engage a building, electrical, heating or plumbing contractor for any purpose other than maintenance unless the qualifications of said contractor have been approved by the Little Fox Lake Association Board. Notice of intention to hire said contractor shall be in writing and be served upon the Little Fox Lake Association Board Members sixty (60) days prior to the beginning of the project. Notice of approval or disapproval shall not be unreasonably withheld by the Little Fox Lake Association Board and shall be determined within thirty (30) days from receipt of notice. The Little Fox Lake Association reserves the right to make on site inspection of any or all structures during the construction period. If the constructions standards as to size, materials and workmanship are in variance with the approved plans and specifications the ASSOCIATION may, at its option, halt the construction of the structure until the same meets the approved plans and specifications.

DWELLING SIZE

(3) No residence shall have less than twelve hundred (1200) square feet of running space on the ground floor, exclusive of porch area. No porch, roof or projection of any building shall extend nearer than thirty (30) feet from any road right-of-way, or nearer than twenty-five (25) feet from the property line of any abutting property owner, nor within seventy-five (75) feet from the normal high water line of LITTLE FOX LAKE, except as may be shown on recorded plats.

No condominiums, apartments, or multiple family units shall be erected or created from existing buildings.

CONSTRUCTION

(4) Within six (6) months of the beginning of construction the outside shell of an approved residence must be completed and exterior finished; within nine (9) months of the beginning of construction said residence must be completed and the site reasonably landscaped.

SUBDIVIDING PARCEL

(5) No residential parcel shall be subdivided by the owner or owners for the purpose of creating two or more residential parcels.

HEATING AND COOKING SYSTEMS

(6) Heating systems shall be limited to the use of electricity, gas or oil, with the exception of fire place fuel which may be gas, electricity or nonimpregnated wood. Gas or oil storage tanks shall be installed and logs shall be stored in the manner and place approved by the ASSOCIATION. Cooking appliances and water heaters installed within the residential structure shall use gas, electricity or oil.

ROADS AND EASEMENTS

(7) All roads shown on the plat shall be for the exclusive use, benefit, convenience and shall be maintained equally by the owners of parcels 15, 16, 17, 18, 19 and 20 and their successors and assigns, and being not intended to make the road or paths public thoroughfare but to retain exclusive use thereof for the benefit of the above mentioned owners.

The right is reserved to suspend at a reasonable height over any parcel, along lines or over any roadway, wires from telephone or electrical power line poles and to trim or cut trees as necessary. The right is reserved to enter upon said easements or right-of-ways for any purpose for which easements or right-of-ways are reserved provided, however, that the premises shall be left in the same general condition as when entered upon.

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 direction of flow or of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channeled in the easements. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel except for those improvements for which a public authority or utility company is responsible. The owners of said property shall have no cause against ASSOCIATION, its successors, assigns, or licensees, or the members of the Little Fox Lake Association Board either at law or in equity except in case of willful negligence, by reason of any damages caused said property installing, operating, removing or maintaining above mentioned installations.

WATER SUPPLY

(8) No individual water supply system or sewage disposal system shall be permitted on any parcel unless such system is approved by local authorities and is constructed in accordance with the requirement standards and recommendations of the Indiana State Board of Health, and

has the approval of the ASSOCIATION.

SEWAGE DISPOSAL

(9) No outside toilets shall be allowed on the premises. No untreated waste shall be permitted to enter into the Lake. Each dwelling shall have an individual sanitary unit where, in the opinion of the Brown County Health Department, the ground percolation is inadequate for, or the ground contour is not compatible with, proper operation of a conventional sanitary unit (septic tank and leaching bed) or where a conventional unit has been installed and thereafter becomes in the determination of said Health Department, inadequate, the owner of said parcel shall install an aerobic type of sewage treatment plant, or other type of plant, approved by said Health Department. In the event an aerobic type of sewage treatment plant is installed, the ASSOCIATION shall provide for periodic inspection and test as required by said Health Department and cause the results of said inspection and tests to be immediately reported to said Health Department. Said purchaser, after seven (7) days written notice from the said Health Department, hereby agrees that in the event of malfunction of his sanitary unit, the water supply to his parcel shall be turned off and remain off until such sanitary unit, is properly functioning. In any event, all sanitary units must conform with recommendations of the said Brown County Health Department and the ASSOCIATION, or its assigns. No drain field, or other disposal system shall be allowed nearer than one hundred (100) feet from the normal high water mark of LITTLE FOX LAKE nor nearer than twenty-five (25) feet from rear and side parcel lines. No parcel shall be used or maintained as a dumping ground for rubbish, nor may garbage or rubbish be buried on such parcel. Rubbish, garbage and other waste shall be kept in sanitary containers concealed from the street and roads until scheduled to be removed from the premises by the parcel owner. All equipment for the storage or disposal of garbage and/or rubbish will be kept in a clean and sanitary condition at all times. No garbage, plastic, rubbish or treated wood may be burned or buried on any parcel.

WATER FRONT RESIDENTIAL PARCELS

(10) The owner of each water front-residential parcel shall be required to maintain, at his own expense, a clean and uncluttered water front and shore line. In providing such maintenance the original shore line shall not be changed by the removal of sand, dirt, gravel or other material of which the shore line is formed.

VACANT PARCELS

(11) Owners of Vacant residential parcels shall be required to maintain, at their own expense, their parcel in a clean and uncluttered manner. Weeds shall be cut as necessary to preserve a clean appearance. When the owner fails or refuses to maintain said parcel, the ASSOCIATION reserves the right to enter upon such parcel and perform such work as necessary and charge the reasonable cost of such maintenance to said parcel owner.

EROSION OF PARCEL

(12) In the event parcel owners fail to take steps to prevent erosion of the soil of his parcel or parcels, the ASSOCIATION reserves the right to prevent such erosion and collect the costs thereof from the owner. All swales for surface water drains located along side of any real parcel line shall be preserved and not obstructed.

BOAT DOCKS

(13) No boat dock, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of the ASSOCIATION, or its successor or assigns. Use of the lake shall be in compliance with the rules and regulations of the ASSOCIATION.

MAINTENANCE AND SERVICE ASSESSMENT

(14) The ASSOCIATION shall assess and collect from the owner of each parcel an amount to be determined by the ASSOCIATION at the annual meeting for each parcel for

maintenance of the facilities and provisions for services within the confines of LITTLE FOX LAKE residential areas, including without limitation the dams, parks, security guards, fire protection and other equipment and services maintained for the health, welfare and enjoyment of the property owners and their guests. Assessments shall be made upon parcel owners and purchasers of record on January 1st of each year. The first such assessment shall be made on January 1, 1973, and shall be a lien on the parcel until fully paid. In the event an owner fails to pay such assessment by September 1st of each year, the association may enforce the lien by foreclosure and may deny the owner and occupants of said parcel the right and privilege to use the facilities and services for which the maintenance and service assessment is made. All legal fees, including attorney's fees associated with the collection of maintenance fees, including foreclosure actions, shall be borne by the delinquent parcel owner:

SIGNS

(15) No sign of any kind shall be displayed on any parcel at any time, provided, however that this shall not apply to the owner placing his name sign on his lawn and further, one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales. No signs shall be erected for advertising purposes unless in conformance with Brown County zoning regulations, Little Fox Lake Association Covenants, and in accordance with all applicable Little Fox Lake Association insurance coverage.

NUISANCES

(16) No obnoxious or offensive trade or activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or become a nuisances or annoyance to the neighborhood. The keeping of any poultry, cows, hogs, goats, horses or livestock of any nature, or more than two dogs and/or two cats on any parcel is strictly prohibited. Pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No commercial

business, trade or activity of a commercial nature shall be carried on upon any residential parcel. No go-carts, trail bikes or other noisy vehicle may be used on any parcel or roads. All activities shall be in conformance with all applicable laws and regulations including the Little Fox Lake Association Covenants.

Water lilies and/or any water loving plants known to spread and grow out from the shoreline more than 36 inches are prohibited.

No all night security light in excess of 75 watts is permitted. An automatic motion detector light which comes on and goes off automatically staying on no longer than twenty (20) minutes is permitted.

All lot owners must abide by any and all recommendations made by the DNR Dam Inspector or be subject to a lien placed on the subject lot and the ASSOCIATION will then promptly address the DNR Dam Inspector's report and make any required improvements at the lot owner's expense.

OIL AND MINING OPERATIONS

(17) No oil drilling, oil development operations, oil refining, quarrying or mining operations of kind shall be permitted upon or in any parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any parcel.

HUNTING AND TRAPPING

(18) No hunting or trapping or any kind will be permitted on any parcel, other than for purposes of pest control and then only with prior written approval of the ASSOCIATION.

OUTBOARD MOTORS

(19) No outboard motor boats shall be permitted on LITTLE FOX LAKE. No gasoline

powered motor boats shall be permitted with the exception of the boat currently used by Seymour Parrish of Lot #6.

FENCES

(20) No screen planting or any hedge or any fence more than 48 inches high shall be permitted, on side parcel lines between the front parcel line and the building set back line.

TERM

(21) These Covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants, and restrictions are recorded, after which time said covenants and restrictions shall automatically extend for an additional period of ten (10) years, unless by vote of a majority of the then owners of the parcels it is agreed to change said covenants and restrictions in whole or in part. A vote may be called at any time by any parcel owner or by the Little Fox Lake Association Board upon thirty (30) days written notice to all parcel members specifying the proposed amendments and the date, time, and location where the vote will be held. At said meeting there shall be a vote by simple majority, absentee parcel owners may vote by written proxy, each parcel owner to have one vote.

ENFORCEMENT AND LIABILITY OF ASSOCIATION

(22) Enforcement of the above conveyances and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violating or to recover damages. All costs for any enforcement actions brought by the ASSOCIATION will be the responsibility of the parcel owner, costs to include attorney's fees incurred by the ASSOCIATION. No parcel owner or owners or persons claiming by, through or under him or them, shall be entitled to sue for or recover damages from the ASSOCIATION or its officers for failing to maintain the water in said Little Fox Lake at any

given level, or by reason or as a result, directly or indirectly, of the condition of water in said Little Fox Lake. Neither the Association or its officers shall be held liable for any inadequacies or omission arising from any claims against any insurance policy the Association maintains as no representations are made by the Association or its officers.

CAMPER OR TRAILERS

(23) No camper or trailers shall be moved to or placed upon the premises except by the owner or his immediate guest and then only on a short-term temporary basis and provided further that all other restrictions herein shall be complied with especially those concerning sanitation. No non-operable vehicles may be stored upon the premises. Each owner may store one recreational vehicle on his premises, not to be lived in, only for storage purposes.