

COVENANTS AND RESTRICTIONS
FOR THE BLUE TRACTS

An agricultural zoned residential development being a part of the Southeast Quarter of Section 21, Township 12 North, Range 1 East, Washington Township, Morgan County, Indiana, on land titled to Theron A. Arnold and Bonnie H. Arnold.

The following restrictions, covenants, provisions and conditions shall apply to this plat for the mutual benefit of all parcel (tract) owners, and the same are hereby dedicated to be covenants which shall run with the land and shall be enforced by any one or more of the parcel (tract) owners of the real property set out in this plat:

1. Land Use. All tracts herein are for residential use only, limited to one single family dwelling per tract, and one unit for caretaker quarters.
2. Further Subdivision. Further subdivision or division of any tract, for the purpose of creating another building site, will not be permitted unless each tract created by such division contains at least five (5) acres or more.
3. Dwelling Quality and Size. All residential structures shall have a minimum of thirty-two (32) inch concrete footing, below ground level, and shall also have solid masonry foundations. All residential structures shall have brick, stone, vinyl, wood or wood replacement siding. No imitation brick or stone siding will be permitted. No mobile, manufactured or prefabricated homes will be permitted. Construction on any dwelling shall be completed within eighteen (18) months from the date construction begins.

The living area of the dwelling structure, exclusive of porches, basements and garages, shall not be less than one-thousand five hundred (1,500) square feet. No dwelling shall exceed two and one-half (2 1/2) stories in height and each residence shall have a garage with a minimum area of four hundred (400) square feet.
4. Building Location. No building shall be located on any tract nearer to the front property line, or to the side and rear property line than the setback required by Morgan County zoning ordinance. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any tract to encroach upon any other tract unless the other tract, or part thereof, is owned by the same owner.

5. Waste Disposal. All waste from bathrooms, sinks and laundry tubs shall be disposed of through sewer lines or approved septic systems and shall comply with the regulations of the Indiana State Board of Health and all other proper State or Municipal Authorities. If at any time a central sanitary sewer or water becomes available, the owners of each tract must provide reasonable easement for installation of said sewer or water lines.
6. Storage and Refuse Disposal. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition out of public view except on collection days.
7. Storage Tanks. Tanks for fuel oil, propane or any other type of storage tank must be placed within buildings or placed underground or be shielded with lattice work and a living screen on all four sides. Compliance with all applicable federal, state and local environmental, health and safety laws is required.
8. Mowing. On each tract the existing pasture or grass land shall be mowed, as needed, such that the grass or vegetation does not exceed 12 inches in height. Unsold tracts shall be mowed and maintained by the developer. If sold tracts are not mowed, the developer shall have the option to mow the tract and charge the owner a reasonable fee.
9. Animals. No more than two (2) large animals including cows, horses, ponies, goats or sheep will be allowed on any tract. However, there shall be no swine, of any kind, at any time. In addition to two (2) large animals each tract shall be limited to dogs and cats, provided they are not kept, bred or maintained for any commercial purposes.
10. Nuisance. No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
11. Accessory Buildings. Accessory buildings such as a barn or garage may be placed upon each tract. However except for Tract No. 3, the placement of accessory buildings shall be located to the rear of the dwelling and not nearer than thirty (30) feet to the side or rear property line.
12. Dwelling Plan Approval. All plans for dwellings and accessory buildings must be approved by the Developer as long as the Developer retains an interest in the development. Any rejection of building plans by the Developer must be in writing and state the reasons for rejection. The Developer cannot reject plans for unreasonable or capricious reasons.

13. Swimming Pools. Swimming pools both in-ground and above-ground are acceptable. All swimming pools must be fenced, and above-ground pools shall be fenced with a privacy fence in such a manner as to conceal the pool from public view.

14. Easements Maintenance. Tract owners will share in the upkeep and expense of maintaining the roadway and utility easements which they use to access their respective tracts in accordance with a maintenance agreement which will be required when they purchase their tract.

15. Enforcement. These covenants and restrictions are to run with this land and shall be binding upon all parties claiming under them. The right to enforce these covenants by injunction, together with the right to cause removal by due process of the law of any structure or part thereof erected or maintained in violation thereof, is hereby dedicated to and reserved to the several owners of the several tracts shown hereon and to their heirs and assigns. Invalidation of any covenant or restriction herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

16. Acceptance and Reference. The recordation of any subsequent conveyance shall likewise be deemed acceptance of these covenants and restrictions, whether or not the same shall be set out or referenced. However, all subsequent conveyances may, by reference to the deed book and page, specifically incorporate all the covenants and restrictions set out herein.

Theron A. Arnold

THERON A. ARNOLD

Bonnie H. Arnold

BONNIE H. ARNOLD

October 20, 1995

Date

CHICAGO TITLE

STATE OF INDIANA)

COUNTY OF MORGAN)

) SS:

Before me, a Notary Public in and for said County and State of Indiana personally appeared Theron A. Arnold and Bonnie H. Arnold, and acknowledged the execution of the above Covenants and Restrictions for the Bluff Tracts.

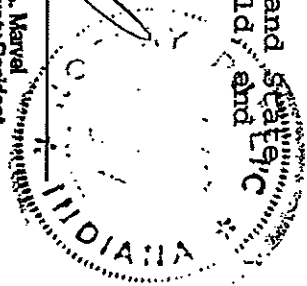
Witness my hand and Notarial Seal this 20th day of October, 1995.

Notary Public

Printed

County of Residence

Ann A. Marvel
Morgan County Resident
My Commission Expires:
1-25-1998



My Commission Expires:

(j:arn:co)

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Liikie Huettl

MORGAN CO. RECORDER

CHICAGO TITLE

