

PLAT FOR E SELLER

the Second Principal Meridian, Eagle Township, Boone County, Indiana

No land owner may construct permanent buildings, trees or other plants or materials upon the electric utility easement which might at some time impair the operation, maintenance or replacement of Public Service Indiana Power's facilities.

This Subdivision is subject to: the Declaration of Covenants, Conditions and Restrictions as follows :

A homeowners association (hereafter referred to as Association) has been or will be created under the laws of the State of Indiana for purposes of providing ownership of the common areas and to provide common services which may include but not be limited to maintenance of the common areas, insurance, enforcement of restrictive covenants, approval of house and site plans, assessments of yearly dues, special assessments, snow removal, and management of the association.

Drainage and Flood Control: It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat.

Lots are subject to the following drainage easements, sewer easements, utility easements, landscape easements, and non-access easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the lot owners, public or private utility companies and government agencies, as follows:

A. Regulated Drainage Easements (R.D.E.) are created to provide paths and courses for area and local storm drainage, either overlaid or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage systems; it shall be the individual responsibility of each lot owner to maintain the drainage across their own lot. Under no circumstances shall said easement be blocked in any manner including out buildings, landscaping or other appurtenances. by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any government authority having jurisdiction over drainage, its successors or assigns.

B. Sewer Easements (S.E.) are created for the use of the utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Cheival De Selle. Sewer easements shall be used for construction, extension, operation, inspection, maintenance, reconstruction and removal of sanitary sewer facilities including but not limited to mains, ducts, or other related utility structures of sanitary sewers that are part of said system.

C. Utility Easements (U.E.) are created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cables or other related utility structures, as well as for the uses specified in the case of sewer easements.

D. Landscape Easement (L.E.) as designated on the Plat are created over and across lots, are hereby created and reserved for the use of the undersigned owner or the Association, for access to and installation, maintenance, repair and replacement of walls, earth mounds, screening material, fencing, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements. Except as installed by the undersigned owner or the Association, no improvements or permanent structures, including without limitation, fences, shall be erected or maintained in or upon said Landscape Easements without the written consent of the undersigned owner or association. In compliance with the Boone County Development Ordinances.

The following additional covenants, conditions and restrictions shall apply.

1. The Association shall regulate the external appearance, use, location and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions.
2. The Association may establish forms and checklists for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscape plans or other pertinent information as it affects the Association's responsibilities. All building permits are subject to approval by the Boone County Area Plan Commission Office.

SEE PAGE 4 OF 4

falco

ENGINEERING

I hereby certify that I'm the owner of the as such owner I have caused the said above as shown on the herein drawn plat, as I own

I County and State, do hereby certify that the same person whose names are subscribed day in person and acknowledged that they I voluntary act and deed for the uses and

day of January 2002



PIRES: October 25, 2006

DE 36-7-3 et seq AS AMENDED OR THE BOARD OF COMMISSIONERS, BOONE

COUNTY AREA PLAN COMMISSION ON THE 11TH

W.C. Niswick FES/LS 2002.
Director

which obstructs sight lines and elevations between placed or permitted to remain on any corner lot right-of-way lines and a line connecting points (40 feet for minor streets and 75 feet for property corner, from the intersection of the

any lot within 10 feet of the intersection of a driveway pavement or alley line. No driveway shall two street lines. No driveway structures shall

within County right-of-way by the developer, shall be maintained solely by the respective lot owner. Boone County or any public utility will tion system or landscaping installed within the

at onto the street.

to be Regulated Drains and subject to the 9-27. The rear yard and/or side yard drainage of a lot owner to install a private or mutual other drain. The Boone County Drainage Board the covenant. All areas disturbed within said ion by and at the expense of the installing lot

SEE PAGE 3 OF 4

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

4. Members of the Board of the Association shall not be entitled to any compensation for services performed pursuant to these restrictions or in performing any of its duties or obligations set forth in this declaration.

5. Neither the Association, nor any member thereof nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for defects in any work done according thereto. Further, the Association does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved or the materials to be used.

6. The Association may inspect work being performed to assure compliance with these restrictions upon written notification to the owner.

ARCHITECTURAL AND DEVELOPMENT STANDARDS

7. No construction shall be commenced nor any building or fence be erected, placed or altered on any lot in this subdivision until the building plans, specifications, plot plan, drainage plan and landscape plan, showing the location of all the construction, structures, drives, walks and existing structures and have been deemed in compliance with these restrictions by the Association. If the Association fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed with the building or construction activity according to the plans as submitted.

8. Fences shall be allowed per the following specifications:

A. A four (4) foot high fence, vertically curved between posts, shall be allowed.

B. A six foot (6') high fence, vertically curved between posts, shall be allowed for privacy areas, patios, swimming pools or other areas provided the area enclosed is no larger than 1000 square feet and is located adjacent to the rear of the dwelling.

C. Chain link fences will not be allowed.

9. All lots in this subdivision shall be used solely for single family residential purposes (Lot 19 may be used for a church or school if zoning allows) unless alternative uses, such as permitted home occupations, are permitted under applicable Boone Co. Development Ordinances. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not less than 2 cars, residential accessory building and amenities, as approved by the Boone County Area Plan Commission Office. No portion of any lot may be sold or subdivided so that there will be created a greater number of lots than the original number platted.

10. Accessory outbuildings shall not be allowed unless enclosed by a fence per the specifications outlined in paragraph 8B above.

11. No dwelling house constructed on any of the lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed, and inspected by the Boone County Area Plan Commission Office. The house shall be deemed substantially completed when an occupancy permit has been granted by the Boone County Area Plan Commission Office.

12. Side & Rear Yard Requirements: Building setback lines are hereby established as shown on this plat. Between such lines and the property lines of the streets, no building, structures, or fences shall be erected or maintained. In addition, no building structure or accessory building shall be erected within 10 feet of any side lot line, or within 20 feet of any rear lot line. Where buildings are erected on more than one single lot, this restriction shall apply to the combined lots as if they were one single lot.

13. Square Footage Requirements: The minimum square footage of living space of a residential dwelling constructed on any lot shall be 2000 square feet for a one story dwelling and 3000 square feet for a two story dwelling with a minimum of 1700 square feet on the first floor. The square footage requirements exclude open porches, garages and basements.

14. Roof Pitch Requirement: The minimum roof pitch requirements shall be as follows:

A. Roof pitch front to back shall be 7/12

B. End hip roof pitch shall be 10/12

C. Gable pitch shall be 10/12

15. Brick & Masonry Requirements: A minimum of 30 % of the front of any building constructed or placed on any lot, excluding doors and windows, shall be of brick or stone.

16. The minimum open space requirement for each lot shall be

17. Every house on the real estate shall have at least an attached car garage of the same architectural design and materials as the

18. A front yard dusk to dawn light shall be installed and maintained each lot in this subdivision by the respective owners thereof. The Association reserves the right to standardize all the lights in the subdivision.

19. The size, location, height and composition of any mailbox reserved and cluster mailboxes and/or standardized the design for mailbox and

20. The exterior color of any dwelling constructed in the development must be neutral, earth tones.

21. Every building whose construction or placement on any lots shall be completed within twelve (12) months after the beginning construction or placement. No improvement which has partially been destroyed by fire or otherwise, shall be allowed to remain in state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or other written intent of repair and/or demolition shall be submitted to Association within thirty (30) days.

22. The finished exterior of every building constructed or placed on lot, shall be of material other than aluminum siding, roll brick siding or any other similar artificial material.

23. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage

24. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-ways.

25. No owner of a lot shall burn or permit the burning of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation of such refuse on his lot except at the times when

26. Every tank for the storage of fuel that is installed outside a building shall be buried below the surface of the ground. Every receptacle of ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from street within the real estate at anytime, except at the times when collections are being made.

27. Whenever two or more contiguous lots shall be owned by the same person, and such owner shall desire to use two or more of said lots for a single dwelling unit, he shall apply in writing to the Boone County Area Plan Commission Office. If permission for a building is granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, the lots remain improved with only one dwelling unit.

28. Trees five (5) feet outside buildings, driveways, parking areas or other approved areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Association

29. The disposal of water from sump pumps, geothermal water, swimming pools or other forced water discharges shall not be allowed unless approved by the Association. Under no circumstances shall above mentioned water sources be allowed to discharge into the adjacent lots except through established drainage easements. The Association shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other deleterious effects.

30. The drainage plan required to be submitted to the Association shall show the topography of the lots and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, right-of-ways, easements, streets or other property.

31. For the purpose of assuring adequate ingress and egress for fire and emergency vehicles such as fire trucks, ambulances and police vehicles there shall be no parking on any street in the subdivision except on the lot owner has a social function where the invited guests will not park on the owner's lot, and then parking shall be confined to the side of the streets. The provision to allow parking for social functions applies to automobiles and not any other form of vehicle. Over parking is not allowed on any street.

32. All motor vehicles belonging to members of a household shall be stored in permanent off-street parking spaces in garages and no disabled vehicles shall be openly stored on any residential lot. Also, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind, (including, but not limited to, house trailers, camper trailers and horse trailers) shall be kept or parked upon said lot unless kept from neighboring residences and streets in a garage.

CHEVAL DE SELLE

Part of the Southeast Quarter Section 8, Township 17 North, Range 2 East of the Second Principal Meridian, Eagle Township, Boone County, Missouri

16. The minimum open space requirement for each lot shall be 60 %.
17. Every house on the real estate shall have at least an attached two car garage of the same architectural design and materials as the house.
18. A front yard dusk to dawn light shall be installed and maintained on each lot in this subdivision by the respective owners thereof. The Association reserves the right to standardize all the lights in the subdivision.
19. The size, location, height and composition of any mailbox must be approved by the Association. The Association reserves the right to design and cluster mailboxes and/or standardize the design for mailboxes.
20. The exterior color of any dwelling constructed in the development must be neutral, earth tones.
21. Every building whose construction or placement on any lots is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Association within thirty (30) days.
22. The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding, roll brick siding, vinyl siding or any other similar artificial material.
23. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage apron.
24. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-ways.
25. No owner of a lot shall burn or permit the burning of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation of such refuse on his lot except at the times when refuse collections are being made.
26. Every tank for the storage of fuel that is installed outside any building shall be buried below the surface of the ground. Every outdoor receptacle of ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the real estate at anytime, except at the times when refuse collections are being made.
27. Whenever two or more contiguous lots shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Association for permission to so use said lots, and be granted a building permit by the Boone County Area Plan Commission Office. If permission for such a use is granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, the lots remain improved with only one single dwelling unit.
28. Trees five (5) feet outside buildings, driveways, parking areas or other approved areas shall not be removed unless the diameter of the tree is less the four (4) inches, the tree is dead, or approval is granted by the Association.
29. The disposal of water from sump pumps, geothermal water systems, swimming pools or other forced water discharges shall not be allowed unless approved by the Association. Under no circumstances shall the above mentioned water sources be allowed to discharge into the street or adjacent lots except through established drainage easements. Approval by the Association shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.
30. The drainage plan required to be submitted to the Association shall show the topography of the lots and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely effect adjacent property owners, right-of-ways, easements, streets or common property.
31. For the purpose of assuring adequate ingress and egress for residents and emergency vehicles such as fire trucks, ambulances and police vehicles, there shall be no parking on any street in the subdivision except when a lot owner has a social function where the invited guests will not be able to park on the owner's lot, and then parking shall be confined to only one side of the streets. The provision to allow parking for social functions only applies to automobiles and not any other form of vehicle. Overnight parking is not allowed on any street.
32. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind, (including, but not limited to, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said lot unless kept from view of neighboring residences and streets in a garage.

GENERAL AND CONSTRUCTION MAINTENANCE

33. No advertising signs (except one per lot of not more than square feet advertising the lot for sale), billboards, unsightly nuisances shall be erected, placed or permitted to remain on except lots used as a model by the developer or a builder. shall not preclude the developer from constructing information that to exceed sixty four (64) square feet in size, provided, that this exception for the developer shall expire on the 1st day of "All signs shall conform to the standards specified in the Boone County Development Ordinances".
34. No outside toilets shall be permitted on any lot (except period of construction and only with the consent of the Association).
35. No farm animals, fowls or domestic animals for commercial use shall be kept or permitted on any lot or lots in this subdivision case shall there be allowed more than four (4) ordinary household animals.
36. No noxious, unlawful, or otherwise offensive activity shall be conducted on any lot in this subdivision, nor shall anything be done or may become an annoyance or nuisance to the neighborhood.
37. No antennas, satellite dishes larger in size than eighteen (18) inches or smaller, shall be approved by the Association. The intent is to keep all satellite dishes out of site from adjacent streets as much as possible.

38. The owner of any lot shall at all times maintain the lot in a state of good repair and shall prevent the unsightly growth of vegetation and noxious weeds on the lot.
39. No construction vehicles, shacks, or outhouses shall be situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary structure shall be promptly removed upon completion of the dwelling.
40. During the construction period all vehicles shall park on the lot. If construction vehicles are unable to park on said lot, vehicles will only be permitted to park on one side of the street. At no time shall construction vehicles be double parked, or parked on roads.
41. During the construction period, the lot shall be maintained in an orderly manner. Loose shingles, lumber, bricks, block, or insulation or other building materials shall not be left scattered around the building. Materials which can blow onto adjacent lots shall be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or by placing it in a dumpster provided by a trash disposal service.
42. During the construction period, the lot owner will be responsible for using erosion control fencing during construction to prevent debris from collecting on the street. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind that may be deposited upon the street or adjacent property from the lot. If such deposits occur, then the lot owner shall be responsible for removing such deposits within five (5) days or the lot owner may remove such deposits at the owners expense.
43. A temporary stone drive shall be constructed prior to the construction of any dwelling or improvement. The drive shall be constructed for delivery of construction materials without transferring materials to streets.
44. The HOA shall be responsible for snow removal.

MEMBERSHIP AND ASSESSMENTS

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33. No advertising signs (except one per lot of not more than four (4) square feet advertising the lot for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as a model by the developer or a builder. This restriction shall not preclude the developer from constructing informational signage not to exceed sixty four (64) square feet in size, provided, however, that this exception for the developer shall expire on the 1st day of June, 2005. "All signs shall conform to the standards specified in the Boone County Development Ordinances".

34. No outside toilets shall be permitted on any lot (except during a period of construction and only with the consent of the Association).

35. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets.

36. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

37. No antennas, satellite dishes larger in size than eighteen (18) inches in diameter, or other apparatus for the transmission of the television, radio or other signals shall be permitted on any lot unless entirely contained within the interior of a building. The location of all satellite dishes, eighteen (18) inches or smaller, shall be approved by the Association. It is the intent to keep all satellite dishes out of site from adjacent lots and streets as much as possible.

GENERAL AND CONSTRUCTION MAINTENANCE

38. The owner of any lot 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 at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- B. remove all debris or rubbish;
- C. cut down and remove unsightly dead trees;
- D. where applicable, prevent debris and foreign material from entering drainage areas;
- E. keeping the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
- F. within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.
- G. shall conform to erosion control measures set forth by the Boone County Soil Conservation Office.

39. No construction vehicles, shacks, or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the residential dwelling.

40. During the construction period all vehicles shall park on said lot if possible. If construction vehicles are unable to park on said lot, then the vehicles will only be permitted to park on one side of the street. At no time shall construction vehicles be double parked, or parked on both sides of roads.

41. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation or other building materials shall not be left scattered about or around the building. Materials which can blow onto adjacent lots shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service.

42. During the construction period, the lot owner will be responsible for using erosion control fencing during construction to prevent dirt, mud or debris from collecting on the street. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon the street or adjacent property from construction on the lot. If such deposits occur, then the lot owner shall make provisions to remove such deposits within five (5) days or the Association may remove such deposits at the owners expense.

43. A temporary stone drive shall be constructed prior to beginning construction of any dwelling or improvement. The drive shall be suitable for delivery of construction materials without transferring mud onto the streets.

44. The HOA shall be responsible for snow removal.
MEMBERSHIP AND ASSESSMENTS

45. All lot owners shall be members of the lot.

46. Any entity or individual(s) accepting title development shall be subject to assessment basis. Special assessments may also be levied in emergency situations arise.

47. If any lot owner of record fails to pay assessment, a lien for such assessment may be placed on the lot.

48. Each lot owner shall be required to provide dosing tanks at a minimum of every three (3) years. All pumps and dosing systems shall be maintained and evaluated. It is suggested that logs and maintenance done on their septic systems.

49. The "Open Space" designation on the plat shall be reserved for environmental purposes. No non recreational permanent improvements of any type are allowed within the designated area without the express written permission of the Developer or without approval of the Boone County Attorney.

MISCELLANEOUS

50. If the parties hereto, or any owner, or any other person, violate or attempt to violate any of these conditions or conditions herein, it shall be lawful for the party for which it has responsibility) or any other person or persons situated in this subdivision to prosecute or cause to be prosecuted any such violation against the person or persons violating any such covenant, restriction, provision or condition. The party or parties who require the removal of structures erected in violation of these conditions shall have the right to recover legal and attorney's fees.

51. The owners of all lots in this addition shall be responsible for the rights of public utilities, governmental agencies and other owners in this addition to said easements hereinafter stated.

52. These covenants are to run with the land and shall bind all parties and all persons claiming under them. Any time said covenants shall be automatic periods of ten (10) years each, unless amended then current lot owners. No change or termination of any easement hereby created or granted shall affect the beneficial use of said land.

53. Invalidation of any of the foregoing covenants or conditions by judgment or court order shall not affect the other provisions, which shall remain in full force and effect.

54. The provisions of this agreement are the restrictions for the benefit of this real estate. This agreement shall be governed by the laws of the state of Indiana. All recorded or unrecorded are hereby waived, released and confirmed in full force.



Handwritten signature or initials.



of not more than four (4) boards, unsightly objects or to remain on any lot, or a builder. This restriction restricting informational signage size, provided, however, that in the 1st day of June, 2005. specified in the Boone

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45. All lot owners shall be members of the Association.

46. Any entity or individual(s) accepting title to any lot within the development shall be subject to assessments to be collected on an annual basis. Special assessments may also be levied in the event that emergency situations arise.

47. If any lot owner of record fails to pay any assessment, or special assessment, a lien for such assessment may be recorded encumbering the lot.

48. Each lot owner shall be required to pump all septic and dosing tanks at a minimum of every three (3) years. At the time of pumping, all pumps and dosing systems should be subjected to a maintenance evaluation. It is suggested that all lot owners retain pumping logs and maintenance done on their septic systems for future owners.

49. The "Open Space" designation on the plat is intended to provide light and air and is reserved for environmental, scenic, or recreational purposes. No non recreational permanent improvements or structures of any type are allowed within the designated Open Space without the express written permission of the Developer, Homeowners Association, or without approval of the Boone County Area Plan Commission.

MISCELLANEOUS

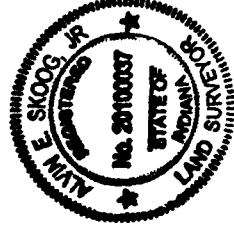
50. If the parties hereto, or any owner, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provision or conditions herein, it shall be lawful for the Association (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent from doing so, or to recover damages or the dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover legal expenses, including reasonable attorney's fees.

51. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of other lot owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purpose herein stated.

52. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless amended by a majority vote of the then current lot owners. No change or termination of said covenants shall affect any easement hereby created or granted without the permission of all persons entitled to the beneficial use of such easement.

53. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

54. The provisions of this agreement are the only covenants and restrictions for the benefit of this real estate, except for the Articles of Incorporation and By-laws of the association. All past restrictions either recorded or unrecorded are hereby waived, released, null, void and of no force.



Kyle E. Skoog
11/24/02

0310717 06/18/2003 12:18P 1 of 9
 Maryln J. Smith, Boone County Recorder
 Amendment Number One
 Cheval De Selle
 Restrictive Covenants

The Restrictive Covenants for Cheval De Selle were recorded on the plat as instrument number 0202586 in Plat Book 13, Page 4, 5, 6, & 7 in the Boone County Recorders Office in Lebanon Indiana. The following Restrictive Covenants Amendments supercedes those restrictive covenants shown on the plat.

- This Subdivision Cheval De Selle is subject to: the Declaration of Covenants, Conditions and Restrictions as follows:
- No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 feet and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.
- The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. No driveway structures shall be located within driveway limits.
- Any irrigation system or landscaping installed within County right-of-way by the developer, homeowner's association or individual lot owners shall be maintained solely by the respective developer, homeowners association or individual lot owner. Boone County or any public utility will not assume liability or maintenance of any irrigation system or landscaping installed within the county right-of-way.
- No sump pump drains or other drains shall outlet onto the street.
- All drainage easements shown upon this plat are to be Regulated Drains and subject to the provisions of the Indiana Drainage Code I.C.-36-9-27. The rear yard and/or side yard drainage easements are further reserved for the benefit of a lot owner to install a private or mutual drain tile as an outlet from a sump pump or footer drain. The Boone County Drainage Board must approve installation of each tile subject to the covenant. All areas disturbed within said easement shall be restored to its original condition by and at the expense of the installing lot owner.
- No landowner may construct permanent buildings; trees or other plants or materials upon the electric utility easement, which might at some time, impair the operation, maintenance or replacement of Public Service Indiana Power's facilities.
- A homeowners association (hereafter referred to as Association) has been or will be created under the laws of the State of Indiana for purposes of providing ownership of the common areas and to provide common services which may include but not be limited to maintenance of the common areas, insurance, enforcement of restrictive covenants, approval of house and site plans, assessments of yearly dues, special assessments, snow removal, and management of the association.

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➤ Drainage and Flood Control: It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat.

- Lots are subject to the following drainage easements, sewer easements, utility easements, landscape easements, and non-access easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the lot owners, public or private utility companies and government agencies, as follows:
- A. Regulated Drainage Easements (R.D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage systems; it shall be the individual responsibility of each lot owner to maintain the drainage across their own lot. Under no circumstances shall said easement be blocked in any manner including out buildings, landscaping or other appurtenances. By the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any government authority having jurisdiction over drainage, its successors or assigns.
- B. Sewer Easements (S.E.) are created for the use of the utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Cheval De Selle. Sewer easements shall be used for construction, extension, operation, inspection, maintenance, reconstruction and removal of sanitary sewer facilities including but not limited to mains, ducts, or other related utility structures of sanitary sewers that are part of said system.
- C. Utility Easements (U.E.) are created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cables or other related utility structures, as well as for the uses specified in the case of sewer easements.
- D. Landscape Easement (L.E.) as designated on the Plat are created over and across lots, are hereby created and reserved for the use of the undersigned owner or the Association, for access to and installation, maintenance, repair and replacement of walls, earth mounds, screening material, fencing, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements. Except as installed by the undersigned owner or the Association, no improvements or permanent structures, including without limitation, fences, shall be erected or maintained in or upon said Landscape Easements without the written consent of the undersigned owner or association. In compliance with the Boone County Development Ordinances.

THE FOLLOWING ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS SHALL APPLY.

1. The Association shall regulate the external appearance, use, location and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single-family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions.

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2. The Association may establish forms and checklists for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscape plans or other pertinent information as it affects the Association's responsibilities. All building permits are subject to approval by the Boone County Area Plan Commission Office.
3. The Association shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Association for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, the Association shall specify the reason or reasons for disapproval.
4. Members of the Board of the Association shall not be entitled to any compensation for services performed pursuant to these restrictions or in performing any of its duties or obligations set forth in this declaration.
5. Neither the Association, nor any member thereof nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for defects in any work done according thereto. Further, the Association does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, and the method of construction involved or the materials to be used.
6. The Association may inspect work being performed to assure compliance with these restrictions upon written notification to the owner.

ARCHITECTURAL AND DEVELOPMENT STANDARDS

7. No construction shall be commenced nor any building or fence be erected, placed or altered on any lot in this subdivision until the building plans, specifications, plot plan, drainage plan and landscape plan, showing the location of all the construction, structures, drives, walks and existing structures and have been deemed in compliance with these restrictions by the Association. If the Association fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed with the building or construction activity according to the plans as submitted.
8. Fences shall be allowed per the following specifications:
 - A. A four (4) foot high fence, vertically curved between posts, shall be allowed.
 - B. A six-foot (6') high fence, vertically curved between posts, shall be allowed for privacy areas, patios, swimming pools or other areas provided the area enclosed is no larger than 3000 square feet and is located adjacent to the rear of the dwelling.
 - C. Chain link fences will not be allowed.
 - D. Existing farm fences partially around the perimeter of the subdivision are allowed.

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9. All lots in this subdivision shall be used solely for single-family residential purposes (Lot 19 may be used for a church or school if zoning allows) unless alternative uses, such as permitted home occupations, are permitted under applicable Boone Co. Development Ordinances. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not less than 3 cars, residential accessory building and amenities, as approved by the Boone County Area Plan Commission Office. No portion of any lot may be sold or subdivided so that there will be created a greater number of lots than the original number platted.
10. Outbuildings shall not be allowed unless enclosed by a fence per the specifications outlined in paragraph 8B above. Outbuildings shall be limited in height to twelve feet. Lot 19 may have special considerations for outbuildings because horses are allowed and the lot is large and separated from the other lots in the development. Any special consideration shall be approved by the Homeowners Association.
11. No dwelling house constructed on any of the lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed, and inspected by the Boone County Area Plan Commission Office. The house shall be deemed substantially completed when an occupancy permit has been granted by the Boone County Area Plan Commission Office.
12. Side & Rear Yard Requirements: Building setback lines are hereby established as shown on this plat. Between such lines and the property lines of the streets, no building, structures, or fences shall be erected or maintained. In addition, no building structure or accessory building shall be erected within 20 feet of any side lot line, or within 20 feet of any rear lot line. Where buildings are erected on more than one single lot, this restriction shall apply to the combined lots as if they were one single lot.
13. Square Footage Requirements: The minimum square footage of living space of a residential dwelling constructed on any lot shall be 2000 square feet for a one-story dwelling and 3000 square feet for a two-story dwelling with a minimum of 1700 square feet on the first floor. The square footage requirements exclude open porches, garages and basements.
14. Roof Pitch Requirement: The minimum roof pitch requirements shall be as follows:
 - A. Roof pitch front to back shall be 7/12
 - B. End hip roof pitch shall be 10/12
 - C. Gable pitch shall be 10/12 % of the front of
15. Brick & Masonry Requirements:
 - A. Total brick or masonry shall be required on the front elevation except specific locations such as end gables where brick or masonry can not be practically construction.
 - B. Total brick or masonry shall be required on the first floor
 - C. The brick or masonry requirement may not be required for a Federal or Colonial style home if approved by the Homeowners Association.
16. The minimum open space requirement for each lot shall be 60 %.
17. Every house on the real estate shall have at least an attached three-car garage of the same architectural design and materials as the house.

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18. Front yard dusk to dawn light shall be installed and maintained on each lot in this subdivision by the respective owners thereof. The Association reserves the right to standardize all the lights in the subdivision.
19. The size, location, height and composition of any mailbox must be approved by the Association. The Association reserves the right to design and cluster mailboxes and/or standardize the design for mailboxes.
20. The exterior color of any dwelling constructed in the development must be neutral, earth tones.
21. Every building whose construction or placement on any lots is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Association within thirty (30) days.
22. The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding, roll brick siding, vinyl siding or any other similar artificial material. Hardi-Plank (masonry siding material) will be allowed.
23. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage apron.
24. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-ways.
25. No owner of a lot shall burn or permit the burning of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation of such refuse on his lot except at the times when refuse.
26. Every tank for the storage of fuel that is installed outside any building shall be buried below the surface of the ground. Every outdoor receptacle of ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the real estate at anytime, except at the times when refuse collections are being made.
27. Whenever two or more contiguous lots shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Association for permission to so use said lots, and be granted a building permit by the Boone County Area Plan Commission Office. If permission for such a use is granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, the lots remain improved with only one single dwelling unit.
28. Trees five (5) feet outside buildings, driveways, parking areas or other approved areas shall not be removed unless the diameter of the tree is less than the four (4) inches, the tree is dead, or approval is granted by the Association.

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29. The disposal of water from sump pumps, geothermal water systems, swimming pools or other forced water discharges shall not be allowed unless approved by the Association. Under no circumstances shall the above-mentioned water sources be allowed to discharge into the street or adjacent lots except through established drainage easements. Approval by the Association shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.
30. The drainage plan required to be submitted to the Association shall show the topography of the lots and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, right-of-ways, easements, streets or common property.
31. For the purpose of assuring adequate ingress and egress for residents and emergency vehicles such as fire trucks, ambulances and police vehicles, there shall be no parking on any street in the subdivision except when a lot owner has a social function where the invited guests will not be able to park on the owner's lot, and then parking shall be confined to only one side of the streets. The provision to allow parking for social functions only applies to automobiles and not any other form of vehicle. Overnight parking is not allowed on any street.
32. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind, (including, but not limited to, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said lot unless kept from view of neighboring residences and streets in a garage.
33. No advertising signs (except one per lot of not more than four (4) square feet advertising the lot for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as a model by the developer or a builder. This restriction shall not preclude the developer from constructing informational signage not to exceed sixty four (64) square feet in size, provided, however, that this exception for the developer shall expire on the 1st day of June, 2007. "All signs shall conform to the standards specified in the Boone County Development Ordinances".
34. No outside toilets shall be permitted on any lot (except during a period of construction and only with the consent of the Association).
35. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets. Horses will be allowed on Lot 19 if in compliance with the Boone County Zoning Ordinance.
36. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
37. No antennas, satellite dishes larger in size than eighteen (18) inches in diameter, or other apparatus for the transmission of the television, radio or other signals shall be permitted on any lot unless entirely contained within the interior of a building. The location of all satellite dishes, eighteen (18) inches or smaller, shall be approved by the Association. It is the intent to keep all satellite dishes out of site from adjacent lots and streets as much as possible.

GENERAL AND CONSTRUCTION MAINTENANCE

38. The owner of any lot 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 at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
 - B. Remove all debris or rubbish;
 - C. Cut down and remove unsightly dead trees;
 - D. where applicable, prevent debris and foreign material from entering drainage areas;
 - E. keeping the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
 - F. within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.
 - G. shall conform to erosion control measures set forth by the Boone County Soil Conservation Office.
39. No construction vehicles, shacks, or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the residential dwelling.
40. During the construction period all vehicles shall park on said lot if possible. If construction vehicles are unable to park on said lot, then the vehicles will only be permitted to park on one side of the street. At no time shall construction vehicles be double parked, or parked on both sides of roads.
41. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation or other building materials shall not be left scattered about or around the building. Materials which can blow onto adjacent lots shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service.
42. During the construction period, the lot owner will be responsible for using erosion control fencing during construction to prevent dirt, mud or debris from collecting on the street. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind, which may be deposited upon the street or adjacent property from construction on the lot. If such deposits occur, then the lot owner shall make provisions to remove such deposits within five (5) days or the Association may remove such deposits at the owner's expense.
43. A temporary stone drive shall be constructed prior to beginning construction of any dwelling or improvement. The drive shall be suitable for delivery of construction materials without transferring mud onto the streets.
44. The Homeowners Association shall be responsible for snow removal.

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MEMBERSHIP AND ASSESSMENTS.

45. All lot owners shall be members of the Association.
46. Any entity or individual(s) accepting title to any lot within the development shall be subject to assessments to be collected on an annual basis. Special assessments may also be levied in the event that emergency situations arise. The assessment for lots 17, 18, and 19 will be different from the rest of the community because the services will be different.
47. If any lot owner of record fails to pay any assessment, or special assessment, a lien for such assessment may be recorded encumbering the lot.
48. Each lot owner shall be required to pump all septic and dosing tanks at a minimum of every three (3) years. At the time of pumping, all pumps and dosing systems should be subjected to a maintenance evaluation. It is suggested that all lot owners retain pumping logs and maintenance done on their septic systems for future owners.
49. The "Open Space" designation on the plat is intended to provide light and air and is reserved for environmental, scenic, or recreational purposes. No non-recreational permanent improvements or structures of any type are allowed within the designated Open Space without the express written permission of the Developer, Homeowners Association, or without approval of the Boone County Area Plan Commission.
50. A Guest House will be allowed but must be attached to the main dwelling.

MISCELLANEOUS

51. If the parties hereto, or any owner, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provision or conditions herein, it shall be lawful for the Association (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent from doing so, or to recover damages or the dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover legal expenses, including reasonable attorney's fees.
52. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of other lot owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purpose herein stated.
53. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless amended by a majority vote of the then current lot owners. No change or termination of said covenants shall affect any easement hereby created or granted without the permission of all persons entitled to the beneficial use of such easement.
54. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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55. The provisions of this agreement are the only covenants and restrictions for the benefit of this real estate, except for the Articles of Incorporation and By-laws of the association. All past restrictions either recorded or unrecorded are hereby waived, released, null, void and of no force.

I, Richard A. Lewis, as President of Cheval, Inc. and owner of Lots 1 through 19 inclusive, hereby make the herein restrictive covenants a part of the Cheval De Selle Plat, which was recorded as instrument number 0202586 Plat Book 13 Page 4, 5, 6, & 7 in the Boone County Recorders Office.

Signed this 18th day of June, 2003

Richard A. Lewis
By: Richard A. Lewis, President
Cheval Inc.

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Richard A. Lewis who acknowledged the execution of the foregoing document.

Witness my hand and seal this 18th day of June, 2003

My commission expires 10/25/2006

Signature JANET M SKOOG
Printed: JANET M SKOOG

Residence of Hamilton County



This instrument was prepared by Richard A. Lewis, President Cheval Inc.

E. RICHARD L. W. S.

31.00

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Maryin J. Smith, Boone County Recorder

Amendment Number Two
Cheval De Selle
Restrictive Covenants

The Restrictive Covenants for Cheval De Selle were recorded on the plat as instrument number 0202586 in Plat Book 13, Page 4, 5, 6, 7 and amendment Number One as instrument number 0310717 in the Boone County Recorders Office in Lebanon Indiana. The following Restrictive Covenants Amendments supercedes those restrictive covenants shown on the plat.

- > This Subdivision Cheval De Selle is subject to: the Declaration of Covenants, Conditions and Restrictions as follows:
- > No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 feet and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.
- > The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. No driveway structures shall be located within driveway limits.
- > Any irrigation system or landscaping installed within County right-of-way by the developer, homeowner's association or individual lot owners shall be maintained solely by the respective developer, homeowners association or individual lot owner. Boone County or any public utility will not assume liability or maintenance of any irrigation system or landscaping installed within the county right-of-way.
- > No sump pump drains or other drains shall outlet onto the street.
- > All drainage easements shown upon this plat are to be Regulated Drains and subject to the provisions of the Indiana Drainage Code I.C.-36-9-27. The rear yard and/or side yard drainage easements are further reserved for the benefit of a lot owner to install a private or mutual drain tile as an outlet from a sump pump or footer drain. The Boone County Drainage Board must approve installation of each tile subject to the covenant. All areas disturbed within said easement shall be restored to its original condition by and at the expense of the installing lot owner.
- > No landowner may construct permanent buildings, trees or other plants or materials upon the electric utility easement, which might at some time, impair the operation, maintenance or replacement of Public Service Indiana Power's facilities.
- > A homeowners association (hereafter referred to as Association) has been or will be created under the laws of the State of Indiana for purposes of providing ownership of the common areas and to provide common services which may include but not be limited to maintenance of the common areas, insurance, enforcement of restrictive covenants, approval of house and site plans, assessments of yearly dues, special assessments, snow removal, and management of the association.

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Maryln J. Smith, Boone County Recorder

- **Drainage and Flood Control:** It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat.
- Lots are subject to the following drainage easements, sewer easements, utility easements, landscape easements, and non-access easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the lot owners, public or private utility companies and government agencies, as follows:
 - **A. Regulated Drainage Easements (R.D.E.)** are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage systems; it shall be the individual responsibility of each lot owner to maintain the drainage across their own lot. Under no circumstances shall said easement be blocked in any manner including out buildings, landscaping or other appurtenances. By the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any government authority having jurisdiction over drainage, its successors or assigns.
 - **B. Sewer Easements (S.E.)** are created for the use of the utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Cheval De Selle. Sewer easements shall be used for construction, extension, operation, inspection, maintenance, reconstruction and removal of sanitary sewer facilities including but not limited to mains, ducts, or other related utility structures of sanitary sewers that are part of said system.
 - **C. Utility Easements (U.E.)** are created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cables or other related utility structures, as well as for the uses specified in the case of sewer easements.
 - **D. Landscape Easement (L.E.)** as designated on the Plat are created over and across lots, are hereby created and reserved for the use of the undersigned owner or the Association, for access to and installation, maintenance, repair and replacement of walls, earth mounds, screening material, fencing, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements. Except as installed by the undersigned owner or the Association, no improvements or permanent structures, including without limitation, fences, shall be erected or maintained in or upon said Landscape Easements without the written consent of the undersigned owner or association. In compliance with the Boone County Development Ordinances.

THE FOLLOWING ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS SHALL APPLY.

1. The Association shall regulate the external appearance, use, location and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single-family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions.

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2. The Association may establish forms and checklists for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscape plans or other pertinent information as it affects the Association's responsibilities. All building permits are subject to approval by the Boone County Area Plan Commission Office.
3. The Association shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Association for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, the Association shall specify the reason or reasons for disapproval.
4. Members of the Board of the Association shall not be entitled to any compensation for services performed pursuant to these restrictions or in performing any of its duties or obligations set forth in this declaration.
5. Neither the Association, nor any member thereof nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for defects in any work done according thereto. Further, the Association does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, and the method of construction involved or the materials to be used.
6. The Association may inspect work being performed to assure compliance with these restrictions upon written notification to the owner.

ARCHITECTURAL AND DEVELOPMENT STANDARDS

7. No construction shall be commenced nor any building or fence be erected, placed or altered on any lot in this subdivision until the building plans, specifications, plot plan, drainage plan and landscape plan, showing the location of all the construction, structures, drives, walks and existing structures and have been deemed in compliance with these restrictions by the Association. If the Association fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed with the building or construction activity according to the plans as submitted.
8. Fences shall be allowed per the following specifications:
 - A. A four (4) foot high fence, vertically curved between posts, shall be allowed.
 - B. A six-foot (6') high fence, vertically curved between posts, shall be allowed for privacy areas, patios, swimming pools or other areas provided the area enclosed is no larger than 3000 square feet and is located adjacent to the rear of the dwelling.
 - C. Lot 19 shall be allowed to have a rail or similar type "horse country" fence with the approval of the Homeowners Association.
 - D. Chain link fences will not be allowed.
 - E. Existing farm fences partially around the perimeter of the subdivision are allowed.

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Maryln J. Smith, Boone County Recorder

9. All lots in this subdivision shall be used solely for single-family residential purposes (Lot 19 may be used for a church or school if zoning allows) unless alternative uses, such as permitted home occupations, are permitted under applicable Boone Co. Development Ordinances. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not less than 3 cars, residential accessory building and amenities, as approved by the Boone County Area Plan Commission Office. No portion of any lot may be sold or subdivided so that there will be created a greater number of lots than the original number platted.
10. Outbuildings shall not be allowed unless enclosed by a fence per the specifications outlined in paragraph 8B above. Outbuildings shall be limited in height to twelve feet. Lot 19 may have special considerations for outbuildings because horses are allowed and the lot is large and separated from the other lots in the development. Any special consideration shall be approved by the Homeowners Association.
11. No dwelling house constructed on any of the lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed, and inspected by the Boone County Area Plan Commission Office. The house shall be deemed substantially completed when an occupancy permit has been granted by the Boone County Area Plan Commission Office.
12. **Setback Lines:** Building setback lines were established as shown on the plat. The building setback lines are herein revised as follows: The setback lines for lots 1, 2, 3, & 4 shall be established at 60 feet, the setback lines for lots 8, 10, 11, & 12 shall be established at 90 feet, the setback lines for lot 13 shall be established at 85 feet, and the setback line for lots 14, 15, & 16 shall be established at 75 feet. Between such lines and the property lines of the streets, no building, structures, or fences shall be erected or maintained. In addition, no building structure or accessory building shall be erected within 20 feet of any side lot line, or within 20 feet of any rear lot line. Where buildings are erected on more than one single lot, this restriction shall apply to the combined lots as if they were one single lot.
13. **Square Footage Requirements:** The minimum square footage of living space of a residential dwelling constructed on any lot shall be 2000 square feet for a one-story dwelling and 3000 square feet for a two-story dwelling with a minimum of 1700 square feet on the first floor. The square footage requirements exclude open porches, garages and basements.
14. **Roof Pitch Requirement:** The minimum roof pitch requirements shall be as follows:
 - A. Roof pitch front to back shall be 7/12
 - B. End hip roof pitch shall be 10/12
 - C. Gable roof pitch shall be 10/12
15. **Brick & Masonry Requirements:**
 - A. Total brick or masonry shall be required on the front elevation except specific locations such as end gables where brick or masonry can not be practically construction.
 - B. Total brick or masonry shall be required on the first floor
 - C. The brick or masonry requirement may not be required for a Federal or Colonial style home if approved by the Homeowners Association.
16. The minimum open space requirement for each lot shall be 60 %.
17. Every house on the real estate shall have at least an attached three-car garage of the same architectural design and materials as the house.

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Maryln J. Smith, Boone County Recorder

18. Front yard dusk to dawn light shall be installed and maintained on each lot in this subdivision by the respective owners thereof. The Association reserves the right to standardize all the lights in the subdivision.
19. The size, location, height and composition of any mailbox must be approved by the Association. The Association reserves the right to design and cluster mailboxes and/or standardize the design for mailboxes.
20. The exterior color of any dwelling constructed in the development must be neutral, earth tones.
21. Every building whose construction or placement on any lots is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Association within thirty (30) days.
22. The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding, roll brick siding, vinyl siding or any other similar artificial material. Hardi-Plank (masonry siding material) will be allowed.
23. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage apron.
24. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-ways.
25. No owner of a lot shall burn or permit the burning of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation of such refuse on his lot except at the times when refuse is scheduled to be picked up by an approved trash company.
26. Every tank for the storage of fuel that is installed outside any building shall be buried below the surface of the ground. Every outdoor receptacle of ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the real estate at anytime, except at the times when refuse collections are being made.
27. Whenever two or more contiguous lots shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Association for permission to so use said lots, and be granted a building permit by the Boone County Area Plan Commission Office. If permission for such a use is granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, the lots remain improved with only one single dwelling unit.
28. Trees five (5) feet outside buildings, driveways, parking areas or other approved areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Association.

29. The disposal of water from sump pumps, geothermal water systems, swimming pools or other forced water discharges shall not be allowed unless approved by the Association. Under no circumstances shall the above-mentioned water sources be allowed to discharge into the street or adjacent lots except through established drainage easements. Approval by the Association shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.
30. The drainage plan required to be submitted to the Association shall show the topography of the lots and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, right-of-ways, easements, streets or common property.
31. For the purpose of assuring adequate ingress and egress for residents and emergency vehicles such as fire trucks, ambulances and police vehicles, there shall be no parking on any street in the subdivision except when a lot owner has a social function where the invited guests will not be able to park on the owner's lot, and then parking shall be confined to only one side of the streets. The provision to allow parking for social functions only applies to automobiles and not any other form of vehicle. Overnight parking is not allowed on any street.
32. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind, (including, but not limited to, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said lot unless kept from view of neighboring residences and streets in a garage.
33. No advertising signs (except one per lot of not more than four (4) square feet advertising the lot for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as a model by the developer or a builder. This restriction shall not preclude the developer from constructing informational signage not to exceed sixty four (64) square feet in size, provided, however, that this exception for the developer shall expire on the 1st day of June, 2007. "All signs shall conform to the standards specified in the Boone County Development Ordinances".
34. No outside toilets shall be permitted on any lot (except during a period of construction and only with the consent of the Association).
35. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets. Lot 19 may have a maximum of four horses provided the horses are maintained exclusively on the North half of Lot 19.
36. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
37. No antennas, satellite dishes larger in size than eighteen (18) inches in diameter, or other apparatus for the transmission of the television, radio or other signals shall be permitted on any lot unless entirely contained within the interior of a building. The location of all satellite dishes, eighteen (18) inches or smaller, shall be approved by the Association. It is the intent to keep all satellite dishes out of site from adjacent lots and streets as much as possible.

GENERAL AND CONSTRUCTION MAINTENANCE

38. The owner of any lot 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 at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
 - B. Remove all debris or rubbish;
 - C. Cut down and remove unsightly dead trees;
 - D. where applicable, prevent debris and foreign material from entering drainage areas;
 - E. keeping the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
 - F. within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.
 - G. shall conform to erosion control measures set forth by the Boone County Soil Conservation Office.
39. No construction vehicles, shacks, or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the residential dwelling.
40. During the construction period all vehicles shall park on said lot if possible. If construction vehicles are unable to park on said lot, then the vehicles will only be permitted to park on one side of the street. At no time shall construction vehicles be double parked, or parked on both sides of roads.
41. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation or other building materials shall not be left scattered about or around the building. Materials which can blow onto adjacent lots shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service.
42. During the construction period, the lot owner will be responsible for using erosion control fencing during construction to prevent dirt, mud or debris from collecting on the street. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind, which may be deposited upon the street or adjacent property from construction on the lot. If such deposits occur, then the lot owner shall make provisions to remove such deposits within five (5) days or the Association may remove such deposits at the owner's expense.
43. A temporary stone drive shall be constructed prior to beginning construction of any dwelling or improvement. The drive shall be suitable for delivery of construction materials without transferring mud onto the streets.
44. The Homeowners Association shall be responsible for snow removal.
- MEMBERSHIP AND ASSESSMENTS.**
45. All lot owners shall be members of the Homeowners Association.

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Maryln J. Smith, Boone County Recorder

46. Any entity or individual(s) accepting title to any lot within the development shall be subject to assessments to be collected on an annual basis. Special assessments may also be levied in the event that emergency situations arise. The assessment for lots 17, 18, and 19 will be different from the rest of the community because the services will be different.
47. If any lot owner of record fails to pay any assessment, or special assessment, a lien for such assessment may be recorded encumbering the lot.
48. The "Open Space" designation on the plat is intended to provide light and air and is reserved for environmental, scenic, or recreational purposes. No non-recreational permanent improvements or structures of any type are allowed within the designated Open Space without the express written permission of the Developer, Homeowners Association, or without approval of the Boone County Area Plan Commission.
49. The Open Space (OS) and Landscape Easement (LE) as designated on the plat will be maintained by the Homeowners Association as follows:
- A. The area adjacent to Kissel Road will have an irrigation system and will be maintained during the growing season on a weekly basis.
 - B. All other OS and LE areas will be maintained in a natural state with mowing to occur no less than two times per year.
 - C. The developer will send notice to the Homeowners Association that the original landscaping is complete.
 - D. The original landscaping will be maintained by the Homeowners Association.
 - E. The lot owner of the OS and LE areas that exists on the lot may maintain the areas to a higher standard by adding landscaping, lot grading, or additional grass which shall be maintained at the lot owners expense.
 - F. The areas surrounding any structures placed in the OS or LE by a homeowner must be maintained by the homeowner.
 - G. The OS and LE on lot 19 will not be maintained by the Homeowners Association.

50. A Guest House will be allowed but must be attached to the main dwelling.


MISCELLANEOUS

51. If the parties hereto, or any owner, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provision or conditions herein, it shall be lawful for the Association (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent from doing so, or to recover damages or the dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover legal expenses, including reasonable attorney's fees.
52. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of other lot owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purpose herein stated.

- 53. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless amended by a majority vote of the then current lot owners. No change or termination of said covenants shall affect any easement hereby created or granted without the permission of all persons entitled to the beneficial use of such easement.
- 54. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 55. The provisions of this agreement are the only covenants and restrictions for the benefit of this real estate, except for the Articles of Incorporation and By-laws of the association. All past restrictions either recorded or unrecorded are hereby waived, released, null, void and of no force.

I, Richard A. Lewis, as President of Cheval, Inc. and owner of Lots 1 through 19 inclusive, hereby make the herein restrictive covenants a part of the Cheval De Selle Plat, which was recorded as instrument number 0202586 Plat Book 13 Page 4, 5, 6, & 7 and Amendment Number One in the Boone County Recorders Office.

Signed this 23rd day of September, 2003


By: Richard A. Lewis, President
Cheval Inc.

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Richard A. Lewis who acknowledged the execution of the foregoing document.

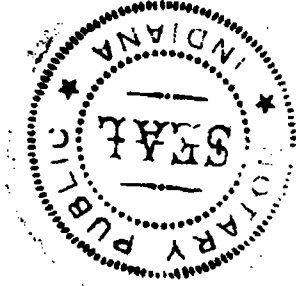
Witness my hand and seal this 23rd day of September, 2003

My commission expires MARCH 21, 2007

Signature 

Printed: Tracy L. Clark

Residence of Hamilton County



This instrument was prepared by Richard A. Lewis, President Cheval Inc.

① 22:00
Richard D. Blattner

0411005 08/31/2004 12:55P 1 of 7
Maryln J. Smith, Boone County Recorder

Amendment Number Three
Cheval De Selle
Restrictive Covenants

The Restrictive Covenants for Cheval De Selle were recorded on the plat as instrument number 0202586 in Plat Book 13, Page 4, 5, 6, & 7, Amendment Number One as instrument number 0310717, and Amendment Number Two as instrument number 0317630 all as recorded in the Boone County Recorders Office in Lebanon Indiana. The following Restrictive Covenants are in addition to the previously recorded covenants.

The owner's of Lots 1 through 19 inclusive, hereby make the herein restrictive covenants a part of the Cheval De Selle Plat, which was recorded as instrument number 0202586 Plat Book 13 Page 4, 5, 6, & 7 in the Boone County Recorders Office.

- 56. Specifications for playground equipment:
 - a. Swing sets must be wooden and maintained on a continuing basis.
 - b. No metal or plastic play sets are allowed.
 - c. No trampolines are allowed.
 - d. Basketball goals must be permanently attached and have a see through backboard.
 - e. The location and design of playground equipment must be approved by the Association
- 57. Electric Bug Killers, "zappers" and other similar devices may be installed at a location which will not result in becoming a nuisance to other lot owners and shall not be operated continuously when outside.

Signed this 2ND day of AUGUST, 2004

Richard A. Lewis
By: Richard A. Lewis, President
Cheval Inc.

Lot Owner of Lots 1,2,4,6,7,8,9,10,13,15,16,17,17, & 19

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Richard A. Lewis who acknowledged the execution of the foregoing document.

Witness my hand and seal this 2 day of Aug., 2004

My commission expires 10/26/08

Signature Melinda D. Blattner

Printed: Melinda D. Blattner

Residence of Marion County



over
MJK

0411005 08/31/2004 12:55P 2 of 7
Maryln J. Smith, Boone County Recorder

Signed this 27th day of July, 2004

Louanne L. Giraite
Louanne L. Giraite

By: *Michel F. Giraite*
As Owner of Lot 3 in Cheval de Selle Subdivision

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Richard A. Lewis, who acknowledged the execution of the foregoing document.

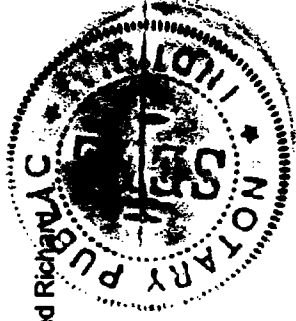
Witness my hand and seal this 27th day of July, 2004

My commission expires 5-4-2009

Signature *Karen K. Davison*

Printed: _____

_____ KAREN K. DAVISON
Notary Public, State of Indiana
County of Marlon
Residence of _____ Commission Expires May 4, 2009



0411005 08/31/2004 12:55P 3 of 7
Maryln J. Smith, Boone County Recorder

Signed this 4th day of JUNE, 2004
M. L. P. R. Brenda L. Irk

By: Michael Irk
As Owner of Lot 5 in Cheval de Selle Subdivision

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared _____ who acknowledged the execution of the foregoing document.

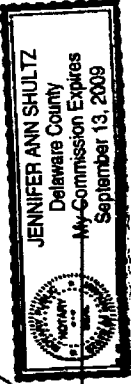
Witness my hand and seal this _____ day of _____, 2003

My commission expires _____

Signature Jennifer Ann Shultz

Printed: _____

Residence of _____



0411005 08/31/2004 12:55P 4 of 7
Maryln J. Smith, Boone County Recorder

Signed this 7 day of July, 2004

By: Curt W. Hiddie Kandi Hiddie
Kandi Hiddie
As Owner of Lot 14 in Cheval de Selle Subdivision

State of Indiana)
County of Hamilton) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Curt W. Hiddie
and Kandi Hiddie who acknowledged the execution of the foregoing document.

Witness my hand and seal this 7th day of July, 2004

My commission expires _____
Signature Lori E. Hedges
Printed: _____

LORIE HEDGES
Notary Public, Johnson Co., IN
My Comm. Expires Dec. 19, 2003

Residence of _____



0411005 08/31/2004 12:55P 5 of 7
Maryln J. Smith, Boone County Recorder

Signed this 29 day of JUNE, 2004

By: Jennifer Seat
As Owner of Lot 12 in Cheval de Selle Subdivision

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Jennifer Seat, who acknowledged the execution of the foregoing document.

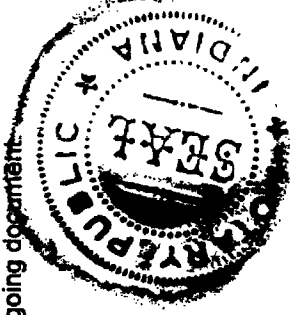
Witness my hand and seal this 29th day of June, ~~2003~~ 2004

My commission expires 6-3-07

Signature Diana Oakison

Printed: Diana Oakison

Residence of Hendricks



0411005 08/31/2004 12:55P 6 of 7
Maryln J. Smith, Boone County Recorder

Signed this _____ day of _____, 2004




By: William C. Perkins
As Owner of Lot 13 in Cheval de Selle Subdivision

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared William C. Perkins, who acknowledged the execution of the foregoing document.

Witness my hand and seal this 2 day of June, 2003

My commission expires

Signature 

Printed:



Residence of _____

This instrument was prepared by Richard A. Lewis, President Cheval Inc.

0411005 08/31/2004 12:55P 7 of 7
Maryln J. Smith, Boone County Recorder

Signed this 2nd day of August, 2004 Alison Maxwell
By: Alison Maxwell)
As Owner of Lot 11 in Cheval de Selle Subdivision)
Alison Maxwell

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Coby Maxwell
Alison Maxwell who acknowledged the execution of the foregoing document.

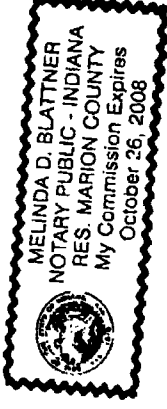
Witness my hand and seal this 2 day of Aug., 2004

My commission expires 10/26/08

Signature Alison Maxwell

Printed: Melinda D. Blattner

Residence of Marion County



This instrument was prepared by Richard A. Lewis, President Cheval Inc.