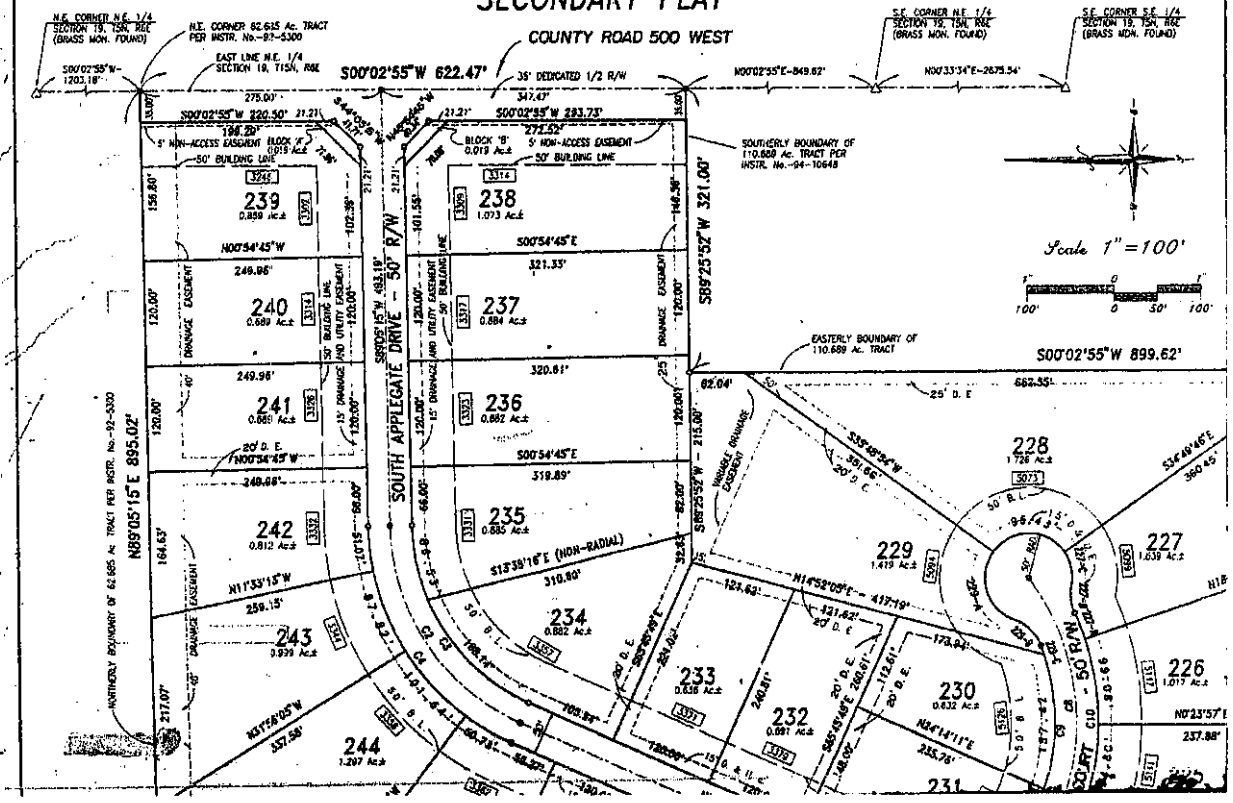
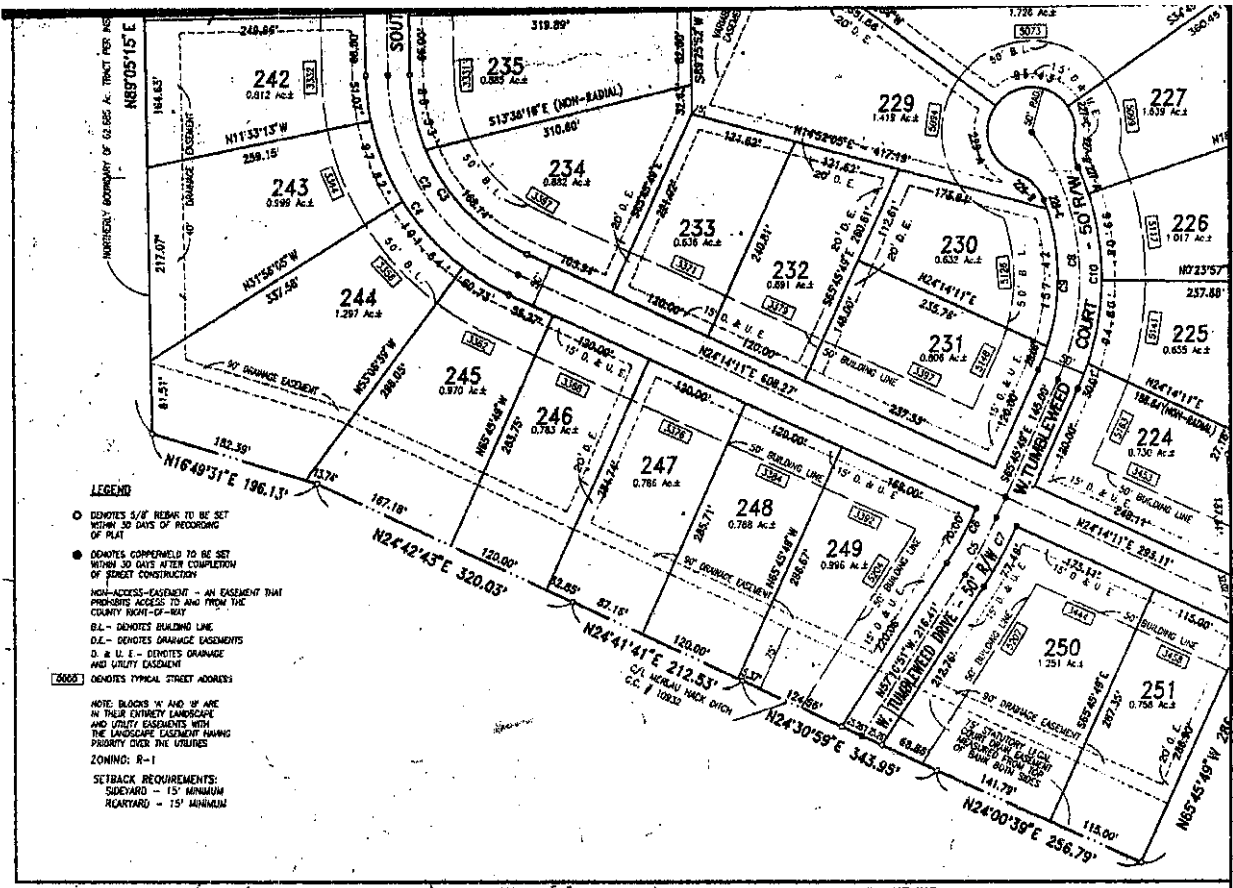


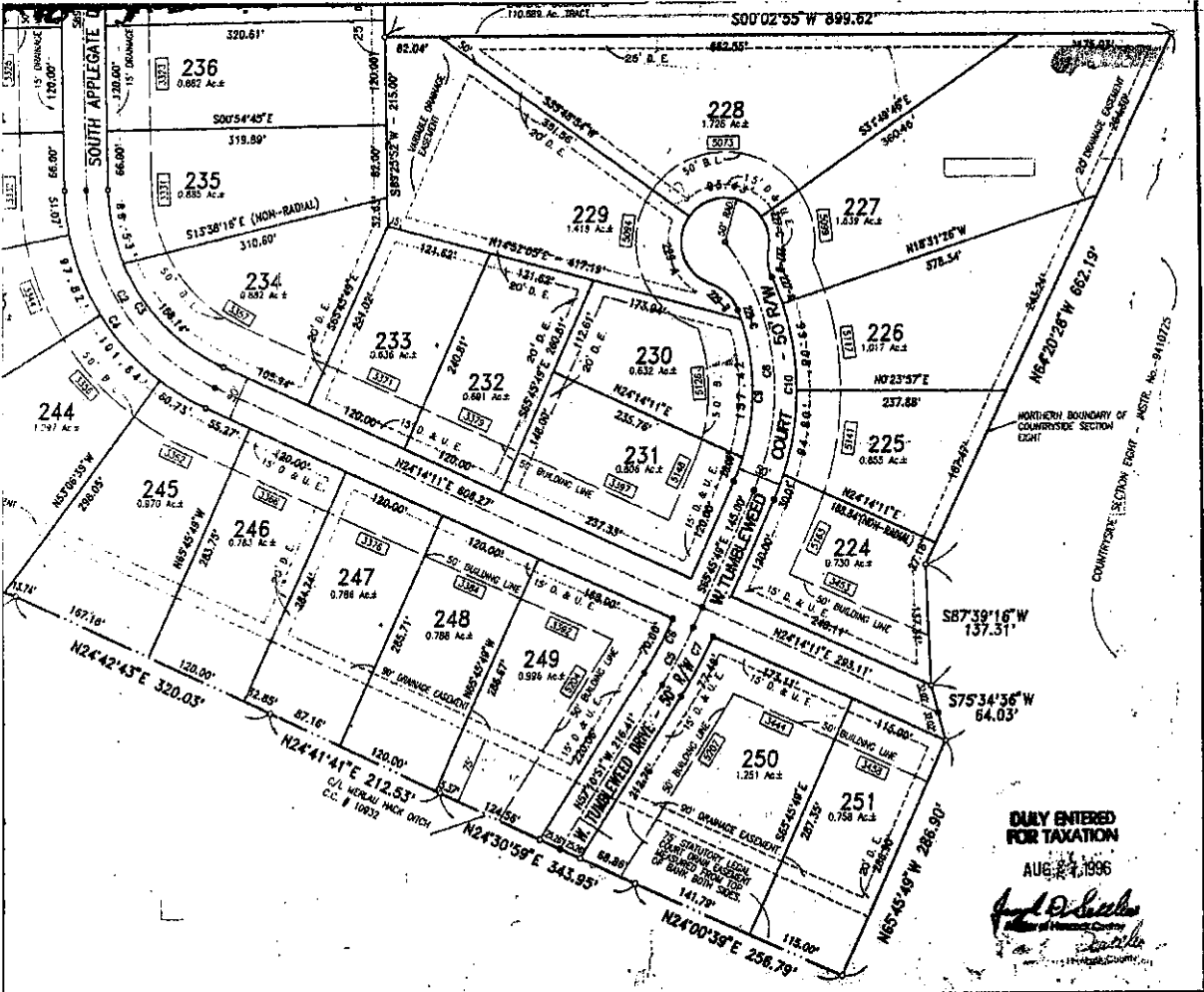
COUNTRYSIDE SECTION NINE SECONDARY PLAT

9609282

Jane V. Olive
HANCOCK COUNTY RECORDER
96 AUG 27 AM 8:57







CABINET	B
SIGN	299
DATE	7-6-88

96 NOV 27 01 58

COUNTRYSIDE

SECTION NINE 9609202

(COVENANTS)

Mr. E.F. Development, Inc. by Steven E. Reilly, President, owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Countryside-Section Nine. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Front building setbacks and minimum setback lines are hereby established as shown on this plat between each lot and the property lines of the streets there shall be erected or maintained on the buildings or structures. The strips of ground shown on this plat and marked drainage and utility easement (D. & U.E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, line and wires, and other utilities. The strips of ground are subject at all times to the proper authorities and their successors, and to the permanent or other structures are to be erected or maintained on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

- 1. Drainage Swales (Ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or covered in any way, and the written permission of the Hancock County Drainage Board is required for any such work. Owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property lot through so that said drainage swales or ditches will not be damaged by such water. Driveways or other structures over these swales or ditches only when necessary for driveway are installed as set out in 7.1-4) of the Hancock County Subdivision Control Ordinance.**
- 2. Altering Drainage Swales: Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days to have the same repaired. If the owner fails to do so, the Board (Commissioners) will cause the same to be repaired and the bill for such repairs will be sent to the affected property owner for immediate payment.**
- 3. Corner Lots: No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 6 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 at street corners. A driveway or other structure (including a garage) shall not be placed on the corner lot within 70 feet of 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.**
- 4. Drains: No sump pump drains or other drains shall outlet onto the street. No drainage structures shall be located within driveway limits.**
- 5. Right-of-Way: No trees shall be planted in the Hancock County right-of-way.**
- 6. Driveways: All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways will be permitted.**
- 7. Minimum Living Areas: The minimum square footage of living space or dwelling units for each residential lot in this development, exclusive of porches, terraces, garages, carports, accessory building, or balconies below ground level shall contain no less than 1600 square feet of ground floor living area for a one-story structure or 1000 square feet of finished ground floor area if higher than one story. All dwellings shall have a minimum of 2000 square feet of total living area, and each dwelling shall have a two or three car, attached garage.**

- 8. Residential Use Only: All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, basement, accessory building shall be used for temporary or permanent residential purposes in the subdivision. No dog kennel, junk yard or commercial business will be permitted in the subdivision.**
- 9. Building Location: No building shall be located on any lot nearer to the front line or rearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.**
- 10. Health Complaints: All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.**
- 11. Nuisances: No noxious or offensive trades shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.**
- 12. Installation of Signs: All residential construction must be completed within one year after the starting date, including the final grading.**
- 13. Parking Limitations: No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No indicative or unlicensed vehicle shall be parked on any lot in this subdivision or on any street thereon.**
- 14. Storage Tanks: All fuel storage tanks in this subdivision shall be buried below ground.**
- 15. Fences: No fence or wall shall be erected or placed on any lot nearer to any transferable interest in the residence. All fencing must be maintained in good condition.**
- 16. Antennas: Any external TV antennas or satellite dish shall be placed behind the residence.**
- 17. Design Requirements: Each one story and 1 1/2 story residence shall have an exterior constructed of no less than 68 brick or stone. Each 2 story residence shall have an exterior construction of no less than 108 brick or stone. All exterior siding shall be horizontal with the exception of the chimney which will be allowed. All chimneys must be brick or stone. The minimum height of the roof shall be no less than 6/12 pitch. These restrictions may be waived by the developers of their nations. The intent of these waivers is to allow Farmhouse, Victorian, Colonial and similar designs to be built with less brick and stone. All other designs may be stipulated by the developer on a case by case basis. All waivers will be in writing.**
- 18. Construction Methods: No modular or concrete homes will be permitted in this subdivision. No wood foundations shall be permitted.**
- 19. Outbuildings: All outbuildings shall be constructed of new materials and be similar in appearance (similar in color) with the main mass roof color and same trim color) with the residence on the lot on which the building is being built. No metal outbuilding shall be permitted.**
- 20. Homeowners Association: Each lot owner shall be required to join the Homeowners Association for the purpose outlined in the Home Owners Association By-laws.**
- 21. Swimming Pools: Swimming pools must be placed behind the residence. All pools must be below ground.**

DULY ENTERED FOR TAXATION
AUG 27 1988
A. L. L. L.

COUNTRYSIDE
SECTION NINE
(COVENANTS)

9609282

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SLIDE	289
EXTR. NO.	969282

96 AUG 27 AM 8:58

22. **Pets:** No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animals so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners premises.
23. **Lot Maintenance:** All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.
24. **Entrances:** Entrances to the subdivision which are known as Blocks A and S on the plat shall be maintained as outlined in the Homeowners Association By-Laws.
25. **Duration of Covenants:** The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or part by vote of those persons who are then the owners of the majority of the numbered lots in the Development.
26. **Enforcement of Covenants:** The covenants may be enforced by any owner of any of the real estate in this subdivision, including the developer. However, such time as the developer no longer owns any property contained in this subdivision Section 9, the developer no longer has any right, obligation or standing to enforce any covenant herein.
27. **Severability:** Every one of the restrictions is hereby declared to be independent of and severable from the rest of the restrictions and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land that the holding shall be without affect on the validity, enforceability or running quality of any other one of the restrictions.

STATE OF INDIANA)
) SS:
 COUNTY OF HANCOCK)

We, R & F Development, Inc., do hereby certify that we are the owners of the property described in the above caption and that as such owner, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

R & F DEVELOPMENT, INC.

BY: Steven R. Reilly
 STEVEN R. REILLY, President

I, SHARON D. GIBSON, a notary public in and for said county and state, do hereby certify that STEVEN R. REILLY is personally known to me to be the same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that he signed the above certificate as his own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 26th day of AUGUST, 1996.

Sharon D. Gibson
 Notary Public
 Resident of Hancock County

My Commission Expires: 12-25-98
 Printed Name: SHARON D. GIBSON

DULY ENTERED
 FOR TAXATION
 AUG 27 1996
Joseph D. Seiler
 Clerk of Hancock County