

COVENANTS AND RESTRICTIONS
 COYOTE CHASE
 July 2006

THE CITED COVENANTS AND RESTRICTIONS SHALL BE USED BY THE COYOTE CHASE HOMEOWNER'S ASSOCIATION, CALLED THE "ASSOCIATION," AS THE LEGALLY BINDING DOCUMENT UPON THE OWNERS MAINTAINING RESIDENCES IN THE ASSOCIATION, IN ACCORDANCE WITH THE WITHIN PLAT. THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS "COYOTE CHASE" LOCATED IN MORAL TOWNSHIP, AN ADDITION TO THE COUNTY OF SHELBY, STATE OF INDIANA.

1. "Common Area" will refer to area of land in Coyote Chase which is not parceled as a "lot" or road, "Developer" will refer to the Felling Companies or a representative thereof, "Owner" will refer to the person who owns the individual "lots" in Coyote Chase, "Committee" will refer to the architectural control committee which will be appointed by the Association's board members.
2. The areas designated Common Area by the Developer are hereby dedicated to the Coyote Chase Homeowner's Association, LLC., for the use and benefit of the owners of lots in Coyote Chase Addition, their successors and assigns. The developers reserve the right for a period of (10) years from the date of final platting to allow the common area to also be reciprocally dedicated for the use of owners of adjacent land of Coyote Chase, on condition that owners of said land also dedicate easement for the use and enjoyment of the lot owners in Coyote Chase. The By-Laws of Coyote Chase Homeowner's Association, LLC shall govern the use and maintenance of the common areas within the boundaries of Coyote Chase.
3. Use. Each lot shall be used for residential purposes only. Appropriate auxiliary structures such as gazebos, screened summer houses, greenhouses, detached garages, utility buildings, and barns may also be built on each lot, providing they are constructed of natural wood, stone, brick, Hardie Siding material or stucco and compliment the primary residence. Any structure or like structure must have pre-approval from Developer prior to construction.
4. No Temporary Structures. No structure of a temporary character, such as trailers, basements, tents, shacks, garages, barns, or other out buildings shall be used on said lands at anytime as a residence, either temporarily or permanently. No residence shall be occupied prior to completion, and there shall be no temporary living quarters constructed on said lands. Homes must be completed within 18 months of the start of construction.
5. Size, colors and structure. All dwellings must contain a minimum of 2400 square feet of living space. One-story dwellings shall have a minimum ground floor area of 2100 square feet; one and one-half stories, two stories, split levels or bi-levels, shall have a minimum ground floor area of 1400 square feet. The ground floor area for the purpose of these restrictions shall be determined from the area of the

house measured from the outside. All homes must have ninety-percent stone masonry facades on the front of the primary residence or applicable design approved by Developer. Sides shall be brick, or stone with gables acceptable in wood siding or stucco. Exceptions may be made for Victorian or like designs. Earth tones shall be used exclusively on veneers; tans, brown, white, grey, clay, or white. All roofing material must be of architectural grade with a minimum rating of 25 years. No three-tab shingles will be allowed. Exceptions may be made for Victorian or like designs. All roof pitches shall be a minimum ratio of 6 feet of rise to 12 feet of run. All home designs and specs must have pre-approval from Developer prior to construction.

6. Prohibited Activities. It is the responsibility of the homeowner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on the owner's residence or lot. No manufacturing of noxious, illegal, or offensive activities shall be carried on upon said lands. No oil drilling or mineral exploration shall be allowed. Nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
7. Dumping and Trash. Said lands shall not be used or maintained as a dumping ground for rubbish. All trash shall be kept in sanitary containers and out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition. No trash shall be burned on the premises, except for construction debris, leaves, fallen trees and trees fallen due to construction. No yard incinerator for the disposal of and or burning of trash is permitted.
8. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on said lands, except dogs, cats or other normally recognized domestic household pets. Dogs, cats, or like animals shall not be bred for commercial gain. No dangerous dogs, such as Rottweillers, pit bulls, or like animals or any mixed breed containing these breeds will be permitted.
9. Garages and Driveways Required. Every Resident located on each lot must have at least a two-car garage, attached or detached, and of the same architectural design and materials as the Residence with the doors not facing the street, unless the shape will not warrant such construction and is so approved by the Committee. All driveways shall be paved and a minimum of fourteen feet wide.
10. Parking and Vehicles. No trucks larger than a one-ton pick-up may be parked on any lot. No campers, motor homes, enclosed trailers, cargo trailers, car trailers, moving trucks, or boats shall be stored in any driveway or on any lot. At no time will parking be allowed on public roadways. Commercial vehicles must be parked in garage.
11. Fences. There are to be no fences of barbed wire, fences that are electrically

charged. Fences shall not be higher than six feet. No fence may be constructed on the property lines parallel to any roadway nor may side lot fences extend beyond the front of any house. All fences must be well maintained and be approved by the Committee. Exceptions may be made for tennis courts or other special circumstances but must maintain the aesthetic appeal of neighborhood. Any fence or like structure must be pre-approved by Developer prior to construction.

12. Septic Systems. Each lot has been approved for septic systems, which must conform to all existing laws, rules and regulations and directives of the Indiana State Board of Health. In no event shall the effluent from the system be permitted above the ground level or outside the boundaries of each lot except those approved on easements as designated per lot.
13. Landscaping. Within thirty (30) days after completion of the dwelling (weather permitting), the owner agrees to have the front yard, extending from the front of the house to the road, sown with grass seed and to have sufficient foundation planting installed to cover the foundation of the front, and thereafter, to maintain shrubbery and the lawn. Each lot owner must plant at least (4) 2" diameter trees in the front yard of each lot within thirty(30) days of completion of dwelling. Utility boxes must be surrounded by bushes or shrubs so they are not seen by the road.
14. Tanks. All oil tanks or like tanks must be buried. In the event that it is required to be above ground, said tank shall be located adjacent to the outside of the rear wall of the residence which is located at the farthest point from the road and is to be completely surrounded by evergreens so that it may not be seen from the road. Placement of tank must be pre-approved by Developer prior to construction.
15. Television Towers and Antennas. Television towers and antennas shall be attached to the residence or if free standing, shall be located to the side or rear of the residence adjacent to the side or rear wall. All towers and antennas must be pre-approved by Developer prior to construction.
16. Television Satellite Dish. Television satellite dishes shall be located in the backyard, if possible, and shall be landscaped in a manner designed to minimize its view from the public roadway. In no event may they be located in a front yard or in any area of plain view from the street.
17. Maintenance of Yards, Grass, Beds, Ditches, Culverts and Banks. If the Homeowner's Association agrees to assume maintenance for the area in question, the cost of said maintenance will be charged back to the homeowner and collect with his yearly assessment if not paid at the time of agreement. Lot owners and home owners are responsible for maintaining the appearance of their lots; grass shall not be allowed to grow beyond six inches, and weed control shall be exercised in all areas designated as landscaping beds. The lot shall be free of

trash. Areas next to the road, in an undeveloped area of a built out lot or an adjacent lot owned by the developed lot owner, shall be mowed for a distance of 6 to 10 ft from the surface of road across the frontage of the lot. It is the express desire of CCHA that all lots are kept in good repair and appearance. If in the opinion of the board of directors or its specified committee, a member's lot has fallen into disrepair or is unsightly in appearance, the secretary may send a notice to the member requesting that the problem be resolved. If no action is taken to resolve the problem within 10 days after the notice is delivered, the secretary shall send a notice that the problem must be resolved to the satisfaction of the board of directors or its specified committee within 7 days or the association may take steps to resolve the problem, including incurring reasonable costs to correct the problem. These costs will be charged to the member. Each member shall provide the secretary an address and telephone number where notices may be sent.

18. Siding. Lot owners shall use only natural wood, stone, brick, Hardie Siding materials or stucco for the exterior siding of all structures. See paragraph 27.
19. Underground Utilities. All telephone, electrical and cable television or similar connections from the utilities lines shall be underground from the street.
20. Easements on Plat. All lots are subject to any and all easements, including utility easements, as well as common areas reserved for the property owners and their guests for walking, hiking and riding of horses. There is to be no motor vehicular use of easements of common areas whatever other than for the installation and maintenance. No wall, fence or building or other structure shall be built or maintained in these areas other than those outlined by lot number for septic usage. The owners of the lots in this subdivision shall take their titles subject to the right of public utilities.
21. Setback Lines. Shelby County Zoning Board shall establish setback lines at time application is made for the respective lot or lots.
22. Subdivision of a Lot Prohibited. There shall be no subdivision of any lot, or lots, or any sale thereof in parcels. However, a portion of a lot may be sold to an adjoining owner if no new lot is created. For the purpose of these conditions and restrictions, all adjoining lots. Or parts thereof, owned and used as a single building site shall be considered one lot, and the boundaries so established by such common ownership shall be considered the only lot lines for the purpose of these conditions and restrictions.
23. Lake Usage. Docks are permitted but not to exceed ten (10) feet out from the bank and no higher off the water than two (2) feet. Lake usage will be determined by the Developer.
24. Mail Boxes and Newspapers. No plastic mailboxes. All mailboxes must be approved by the Developer prior to construction.

25. Association. It is mandatory that all lot owners belong to the Coyote Chase Homeowner's Association whose by-laws will be submitted to purchasers. Each owner agrees to comply with the provisions of the by-laws and to pay assessments established by the Association.
26. Approval of Building Plans. No construction shall be begun for a building to be erected, placed, altered or enlarged upon any lot until the building plans, specifications and plot plan showing the location of such building have been approved in writing from applicable government bodies of Shelby County, by the Developer, the Board of Directors of the Association or its designated responsible committee or its successors or assigns, or its designated representatives. All plans must have prior approval from Developer prior to construction.
27. Clotheslines, Garbage Cans, Woodpiles All clotheslines, garbage cans, woodpiles and other similar items shall be located or screened so as to be concealed from view of neighboring Residences and the street. All rubbish, trash, and garbage shall be regularly removed from the Residence and shall not be allowed to accumulate thereon.
28. Signs No sign of any kind, including "For Sale" signs, shall be nailed to any tree or attached to any street sign within COYOTE CHASE except as may otherwise be provided in this Declaration. Except for entrance and directional signs constructed by the Developer, no sign of any kind shall be displayed to public view upon any Lot or otherwise within Coyote Chase except: (i) one family name sign of not more than 144 square inches in area, (ii) any sign utilized by the Developer, or (iii) a sign limited in size to 20 inches by 30 inches containing the words "For Sale" indicating the name of the seller or seller's agent and phone number. All signs or like structures must be approved by Developer prior to construction / insertion.
29. Ditches, Swales, Easements It is the responsibility of every Owner of every Lot on which any part of an open storm drainage ditch, swale or easement is situated to keep such portion thereof as may be situated on the Lot continuously unobstructed and in good repair. The Association reserves the right to repair these areas and charge Owner of Lot if these areas are not maintained in good condition. All structures or like structures, improvements, or construction of the defined must have prior approval from Developer prior to construction.
30. Damaged Structures No Residence or other structure that has partially or totally been destroyed by fire, wind, storms or otherwise shall be allowed to remain in such state for more than (2) months. Developer retains right to fix, repair, or reconstruct and invoice accordingly.
31. Owner's Responsibility for Damage to the Common Areas Any damage done to the Common Areas by Lot Owner, family member of Owner or guest of Owner is

the responsibility of said Owner and repairs must be made within (1) one month of damaged made. All repair and reconstruction plans must have pre-approval from Developer prior to construction.

32. Swimming Pools, Spas, Jacuzzis Swimming pools, spas and Jacuzzis must have the approval of the Committee before any work is undertaken. The Committee will approve permanent backyard pools, Jacuzzis and spas only after careful consideration of the potential effect on neighboring properties and the overall aesthetics of Coyote Chase. No above ground pools will be permitted other than small plastic pools which can be easily taken down and do not exceed a depth of 3 feet. See paragraph 33. All pools or like structures shall be pre-approved by Developer prior to construction.
33. Play Equipment Children's play equipment such as sandboxes, temporary pools of not more than 36 inches, swing and slide sets, playhouses and tents shall not require approval by the Committee provided such equipment is located behind the rear foundation line of the home, is not more than 8 feet high, is maintained by the lot owner in excellent repair (including painting, staining, or weather sealing), and every reasonable effort has been made by the lot owner to screen or shield such equipment from view. Equipment higher than 8 feet must have Committee approval and all equipment and like structures must have pre-approval by Developer prior to construction.
34. Accessory Outbuildings No accessory outbuilding or other accessory uses or improvements shall be erected on any of the Lots prior to the erection thereon of a single family Residence, and in no event shall any such accessory outbuilding that may be constructed upon a Lot subject to these Restrictions ever be used as a Residence or place for human occupancy or habitation provided. Exception may be made for in-law or guest quarters but shall not be rented. No metal outbuildings shall be permitted on any Lot. Developer reserves the right to erect living quarters for maintenance person on common area within the developing stage of Development. Said quarters must maintain aesthetic appeal of neighborhood. All such structures or like structures must have pre-approval by Developer prior to construction.
35. Conveyance of all lots in this addition shall be by lot number with reference to the plat. Title to each lot shall be subject to the restrictions set forth herein.

The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is reserved to the Coyote Chase Homeowner's Association. The Developer will be responsible for decisions made by the Coyote Chase Homeowner's Association until 80% of the lots in the Coyote Chase Subdivision are sold. When 80% of lots are sold, each homeowner will have (1) one vote to choose new representation for the association. Said provisions shall be in full force and effect from July 1, 2006 at

which time said covenants shall be effective under the By-Laws of the Coyote Chase Homeowner's Association, LLC. These restrictions and reservations are made for the benefit of the Association, its successors and assigns, and of any and all persons who may own any lot or lots in Coyote Chase Residential Development, and who shall derive title from or through the Felling Companies, its successors or assigns, or any lot owner as above described shall specifically have the right to prevent, to stop the violation of any restriction by injunction or other lawful remedy, to recover any damages resulting from such violation in addition to which they shall be entitled to reasonable attorney fees incurred in obtaining such injunction or in pursuing any other lawful remedy to prevent or stop such violation. Any lot owner must first attempt mediation, arbitration, or other like dialogue before pursuing legal remedies. Any construction, commercial undertaking, or scenario that might detract from aesthetics or property values must have pre-approval from Developer prior to commencement.

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

IN WITNESS WHEREOF on behalf of the Association, the Board of Directors, and Developer have hereunto caused its and their name to be subscribed this 28th day of July 2006.

President / Developer Chance Felling

Marilyn Felling

Vice-President / Marilyn Felling

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

NAME: Debra [Signature]

Prepared by: chance felling

FORMS FOR CERTIFICATION

1. SURVEY CERTIFICATION

State of Indiana)
County of Shelby) SS:

I, STEVEN B. WILLIAMS, hereby certify that I am a Professional Engineer (or a Land Surveyor), licensed in compliance with the Laws of the State of Indiana; and I do hereby further certify that I have surveyed the property described in the above caption and that I have subdivided the same into blocks and lots as shown on the hereon drawn plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown are in place as located.

Dated this 24th day of SEPT., 2009 A.D.

Signature Steven B. Williams

(Seal)



CENTER OF SEC. 1
T-14-N, R-5-E
#3 REBAR FND.

Phase 1 of this subdivision consists of lots 16-29 and C.A. #2. The size of the lots and width of the streets are shown in feet and decimal parts thereof.

Cross-Reference is hereby made to a survey prepared by Steven B. Williams Engineering, L.L.C. in accordance with Title 885, Article 1, Chapter 12 of the Indiana Administrative Code recorded as Instrument Number _____ in the Office of Recorder of Shelby County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat and that to the best of my knowledge and belief there has been no change from the matters of the survey revealed by the cross-reference survey on any lines that are in common with the new subdivision.

Witness my signature this 24 day of Sept, 2009.

2. CERTIFICATE OF OWNERSHIP

State of Indiana)
County of Shelby) SS:

We, Chance Felling, his wife, do hereby certify that we are the owners of the property described in the above captioned and that as such owners we have caused the said above described property to be surveyed and subdivided as shown on the hereon drawn plat, our own free and voluntary act and deed.

(Seal)

(Seal)

State of Indiana)
County of Shelby) SS:

I, JANARA S. JONES, a Notary Public in and for said County and State, do hereby certify that Chance Felling and Janara S. Jones, his wife, personally known to me to be the same persons whose names are subscribed to the above certificate appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of Sept, A.D. 2009.

Signature Janara S. Jones (Seal)



ADDITIONAL CERTIFICATION IF PROPERTY UNDER TRUSTEESHIP

The undersigned as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said trustees in pursuance of a trust agreement dated _____ and known as trust No. _____ as owner caused this subdivision and plat thereon to be made.

By _____

State of Indiana)
County of Shelby) SS:

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledge that they executed said instrument as their voluntary act as such _____ for the uses and purposes therein set forth; that they have authority as such _____ to make and execute such instrument.

Given under my hand and notarial seal this _____ day of _____ A.D. 20____

Notary Public

3. CONVEYANCE CERTIFICATION

I hereby certify that proper and satisfactory conveyances of good title to the county of Shelby have been executed and filed with the County Auditor applying the rights-of-way for streets, alleys, and easements and applying to land for parks, playgrounds and for other public use.

Date _____ County Attorney _____

4. ENGINEERING APPROVAL

This plat has been checked for conformance to County of Shelby standards and requirements and working drawings and specifications for (List Improvements) have been prepared in conformance with County of Shelby standards and requirements.

BOARD OF COUNTY COMMISSIONERS

Date _____

5. CERTIFICATION OF IMPROVEMENTS

This is to certify that the following improvements are complete and that inspection reports show them to be in accordance with County of Shelby standards and requirements and that surety has been posted to guarantee repair of any damage that may be inflicted upon the improvements listed in the course of completion of the subdivision (List Improvements).

BOARD OF COUNTY COMMISSIONERS



State of Indiana)
County of Shelby) SS:

We, Chance Felling and _____, his wife, do hereby certify that we are the owners of the property described in the above captioned and that as such owners we have caused the said above described property to be surveyed and subdivided as shown on the hereon drawn plat, as our own free and voluntary act and deed.

(Seal)

(Seal)



State of Indiana)
County of Shelby) SS:

I, TAMARA S. JONES a Notary Public in and for said County and State, do hereby certify that Chance Felling and _____ his wife, personally known to me to be the same persons whose names are subscribed to the above certificate appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of Sept A.D. 2009.
Tamara S. Jones (Seal)

ADDITIONAL CERTIFICATION IF PROPERTY UNDER TRUSTEESHIP

The undersigned as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said trustees in pursuance of a trust agreement dated _____ and known as trust No. _____ as owner caused this subdivision and plot thereon to be made.

By _____

State of Indiana)
County of Shelby) SS:

_____ a Notary Public in and for said County and State, do hereby certify that _____ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledge that they executed said instrument as their voluntary act as such for the uses and purposes therein set forth; that they have authority as such to make and execute such instrument.

Given under my hand and notarial seal this _____ day of _____ A.D. 20_____

Notary Public

3. CONVEYANCE CERTIFICATION

I hereby certify that proper and satisfactory conveyances of good title to the county of Shelby have been executed and filed with the County Auditor applying the rights-of-way for streets, alleys, and easements and applying to land for parks, playgrounds and for other public use.

Date _____ County Attorney

4. ENGINEERING APPROVAL

This plat has been checked for conformance to County of Shelby standards and requirements and working drawings and specifications for (list improvement) have been prepared in conformance with County of Shelby standards and requirements.

BOARD OF COUNTY COMMISSIONERS

Date _____

5. CERTIFICATION OF IMPROVEMENTS

This is to certify that the following improvements are complete and that inspection reports show them to be in accordance with County of Shelby standards and requirements and that surety has been posted to guarantee repair of any damage that may be inflicted upon the improvements listed in the course of completion of the subdivision (List improvements).

BOARD OF COUNTY COMMISSIONERS

Date _____

6. PLAN COMMISSION APPROVAL

Approved by the Shelby County Plan Commission in accordance with Subdivision Regulations.

BY _____ Date 11/29/09
Attested By _____ Date 10/8/09