

COVENANTS FOR DYNASTY

DYNASTY tracts shall be exclusively residential with one building site for one single family dwelling, with accessory buildings, per tract, and no tract shall be subsequently divided into smaller parcels or subdivided into platted lots so as to create another building site. Commercial activities, including "home occupations" or professional offices, are not permitted. No commercial agriculture is permitted nor the leasing of ground for any commercial activity. Auto mechanics or body work or welding for hire whatsoever shall not be permitted, except for personal hobby or repair on motor vehicles licensed to the tract owner (or family member) for personal use only, not for resale or hire.

TYPE/SIZE/CONSTRUCTION

(A) Prior to the commencement of construction, the proposed builder or contractor and all construction plans, including the placement of such improvements on site for all improvements including, but not limited to the residence, accessory or out building (including any permanent structure as a mini barn or stable), and fencing, shall be approved in writing by the Director as well as by the permit or approval of the appropriate governmental agency of jurisdiction. In no event shall any accessory building be erected prior to erection of residence. Any external alteration subsequent to completion of construction must be approved in writing by the Board.

(B) All dwellings shall contain at least 2500 square feet of living area for one story dwelling and at least 3000 square feet of living area for more than one story dwelling with no less than 1500 square feet for the first story, exclusive of porches, decks, patios, garages and such. Walk-out basements that can be finished can be counted as living space. All dwellings shall include at least a two-car attached garage. No carports shall be permitted. No manufactured housing, mobile home, garage, basement or temporary structure may be residence either temporarily or permanently. Set-back requirements shall be set forth in the plat.

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C. All construction of dwellings shall be new and in compliance with required building codes. Tar paper, rollback siding or similar material expressly prohibited. Roofs shall have no less than 8/12 pitch. All residential dwelling shall be constructed upon concrete footers. All dwellings shall be completed within nine (9) months from commencement. The lot shall be landscaped within 60 days following the completion of the dwelling.

D. All dwellings shall be served by approved (Morgan County Board of Health) septic or private sewer system.

E. All dwellings shall be served by approved (Morgan County Board of Health) well systems or public water as may become available.

APPEARANCE. All tracts shall be maintained and grass and weeds seasonably cut to maintain a neat and orderly appearance and all improvements maintained so as to avoid their becoming unsightly. No open, unsheltered storage of materials, equipment, junk, inoperative or unused motor vehicle shall be permitted. No junk or debris, as defined by the Home Owners shall be permitted to accumulate. No fuel tanks shall be visible from the front or any roadway.

ANIMALS. No animals, except household pets, and not more than two (2) horses shall be permitted, except as permitted by the Home Owners Association. The breeding of any animal for commercial purposes, including dog kennels, is prohibited. All animals shall be constrained within the owner's property boundaries. 4-H project animals will be considered by the Board on a case by case basis.

ACTIVITIES. No noxious, offensive or illegal activity or activity constituting a nuisance shall be permitted.

GARDENS. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit trees.

TREES. Prior to issuance of an Improvement Location Permit, a delineation of the building area for the lot shall be submitted for approval by the Board, and all trees more than sixteen (16) inches diameter outside the building, driving and parking area shall be designated by type and size and shall not be removed unless approved by the Board upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect

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upon the aesthetic values of adjoining lands and right-of-way. Pruning of trees outside the building line shall be permitted subject to review and approval of the Board and shall be undertaken only by qualified persons having adequate equipment to properly protect and preserve such trees. In addition to individual site plan restrictions and tree preservation administered by the Board, platted building lines, minimum distances between buildings and minimum front and rear building lines shall be established on each plat. Since the entire perimeter is heavily wooded, additional ornamental plantings or other landscape devices should be minimal with primary emphasis being placed upon preservation of natural amenities and enforced by the Board as stated herein. Certain coves, inlets and unbuildable valleys may be preserved in their natural state and designated "undisturbed areas" on the various plats of development.

HOMEOWNERS ASSOCIATION. It is the responsibility of the developer to install the blacktop roads. After the developer turns control of Dynasty over the association dues will be paid into an Association for purposes of road maintenance and snow removal, as required. The point at which the developer turns control over to the association shall be at the sale of the ninth lot. Until such time as that shall occur, the developer maintains operational control of Dynasty and shall be responsible for all decisions regarding road maintenance and snow removal. All costs for such road maintenance prior to the sale of the ninth lot shall be borne by each owner of a sold lot at the rate of one-fifteenth of the cost each. The developer will not be responsible for paying dues to the homeowners association on his unsold lots.

ENFORCEMENT. Enforcement of these covenants and restrictions is reserved to the Association and to the owners of real estate in Dynasty by injunction, together with the right to cause non-conforming or non-approved structures to be removed by process of law. Violation of any covenant or restriction shall not result in forfeiture or reversion of title. Failure to enforce a particular provision or prosecute a particular violation shall not be construed as a waiver of the right of enforcement. The invalidity of a particular covenant or restriction shall not invalidate any remaining covenant or restriction.

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IN WITNESS WHEREOF these Covenants have been executed by the undersigned owners of Dynasty, this 15th day of January, 1999.

Charles M. Amy
Charles M. Amy, Vice-President
Timber Specialists, Inc. Tracts 1-11 13-15
Michael H. Stiver
Michael H. Stiver Tract 12
Linda G. Stiver
Linda G. Stiver Tract 12

STATE OF INDIANA)
)ss:
COUNTY OF MORGAN)

Before me, the undersigned, A Notary Public in and for the above County and State, personally appeared Charles M. Amy who Acknowledged the execution of the foregoing document this 15th day of January, 1999.

MAEILYN S JACKSON Notary Public
My Commission Expires: 11/4/2006
County of Residence: DWON

Before me, the undersigned, a Notary Public in and for the above County and State, personally appeared Michael H. Stiver and Linda G. Stiver, who acknowledged the execution of the foregoing document this 13 day of January, 1999.

Betty Ann Brill Notary Public
My Commission Expires: August 12, 2006
County of Residence: Morgan
This document was prepared by Charles M. Amy, Vice-President, Timber Specialists, Inc.

RECEIVED FOR RECORD
January 19 1999
at 8:42 P. m.

Renee Brunnett
MORGAN COUNTY RECORDER

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