

AMENDED RESTRICTIONS
 J FOXCLIFF ESTATES SUBDIVISION
 Morgan County, Indiana

1. All lots in this subdivision shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and private, attached, two-car garage. However, this clause shall not apply to any condominiums erected by Summit City Development Corporation, its successors or assigns, and that real estate upon which said condominiums are so erected.

2. No lot shall be subdivided to form units of less area, nor shall more than one building for dwelling purposes be erected upon a lot. No such building may exceed two stories in height, and each dwelling shall be limited to single family use.

3. TYPE, SIZE AND CONSTRUCTION: Any building erected, placed or altered on any lot in this subdivision must be approved in writing by the Building Control Committee prior to start of construction. Such approval will be made upon submission of satisfactory plans, including a grid map showing location of structure on lot. Any such structure must conform to the following minimum standards:

(a) Ground Floor Area. No dwelling house shall be erected or permitted on any of said lots, the ground floor area of which, exclusive of porches, terraces and garages, is less than 1,500 square feet in the case of a one-story structure, or less than 1,000 square feet in a structure other than a one-story structure, provided however that such ground floor areas may be modified by the Building Control Committee for any lot where the topography renders such restrictions impracticable.

(b) Any other reasonable change, modification or addition to the within restrictions shall be considered by the Building Control Committee, and if so approved, will then be submitted in writing to the abutting lot owners, and if approved in writing by them, shall be recorded, and when recorded shall constitute a modification of these restrictions so far as they apply to any particular lot.

(c) All construction materials must be new. No building shall be moved into said subdivision. No trailer, mobile home, tent, basement, shack, garage, barn or other structure shall be placed or constructed in the subdivision at any time for use as either a temporary or permanent residence or for any other purpose, except incident to the construction of a dwelling on the premises.

(d) All residences must have private inside bathroom facilities.

(e) Fencing. No screen planting over 36 inches high nor any fence shall be permitted between the street right-of-way and the building setback line, and further, no fence, wall, hedge, or screen planting higher than 36 inches shall be erected or maintained on any said lot.

(f) All structures shall be completed on the exterior within six (6) months from start of construction, including two (2) coats of paint or varnish on any exterior wood surface. All structures must be completed and site graded, sodded or seeded, and reasonably landscaped within one (1) year from date of

commencement thereof. During the period of construction the premises shall be kept and maintained in a slighty and orderly manner.

(g) No plans shall be accepted for construction by the Building Control Committee unless and until complete specifications for the installation of septic or other private sewer systems shall have been submitted to the Morgan County Health Officer and the approval of said Officer certified to the Building Control Committee. When a community sewer system is constructed, the use of septic systems and other private sewer systems located on any given lot will be terminated, and lot owners who have erected residences thereon will be obligated to apply to the Summit City Development Corporation, its successors and assigns, for a permit to tap the sewer system when the same is available for said lot, and, further, any lot owner shall be required to pay to Summit City Development Corporation, its successors and assigns, a sum equal in amount for a permit fee and usage fee as approved by the Public Service Commission of Indiana for said central sewer system.

(h) Summit City Development Corporation will construct a community water system to serve lots in the subdivision, and lot owners who have erected residences on their respective lots will be obligated to apply to said Summit City Development Corporation, its successors and assigns, for a permit to tap on to said system as soon as said system is available to any given lot in said subdivision, and, further, said lot owners shall be required to pay to Summit City Development Corporation, its successors and assigns, the sum equal in amount as approved by the Public Service Commission of Indiana for a tapping fee and usage fee.

(i) In the event that any lot owner fails to pay for any sewer fee as hereinbefore set forth in Item 3(g), or in the event any lot owner fails to pay any water fee as hereinbefore set forth in Item 3(h), then any such amount delinquent shall become a lien on said lot in favor of Summit City Development Corporation, its successors and assigns, and Summit City Development Corporation, its successors and assigns, shall have the right to foreclose this lien within six (6) months from the date that said lien first arises; provided, however, that any persons purchasing or dealing with said lot may rely upon a certificate signed by the President or Secretary of Summit City Development Corporation, its successors and assigns, showing the amount of such charge due and unpaid as of the date of such certificate.

(j) The Building Control Committee shall consist of three (3) members appointed by Summit City Development Corporation, and Summit City Development Corporation can dismiss any of the members, or all of the members, of the Building Control Committee, whenever Summit City Development Corporation, in its sole discretion, deems appropriate to so do. In the event of the death or resignation of any member, then Summit City Development Corporation shall appoint a replacement for any such vacancy within twenty (20) days from said death or resignation. The Building Control Committee shall approve plans for all structures erected in this subdivision. The Committee may reject any plan because of too great a similarity to nearby existing structures and further, the

Building Control Committee may reject any plan because of the location of the proposed structures on the lot.

4. Except as authorized by the Building Control Committee, no for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.

5. Cutting down of trees will not be permitted without the approval of the Building Control Committee.

6. Building Line. No building shall be located on any lot nearer the front line or the side street line than the minimum building setback lines as shown on the recorded plat. No projection of any building shall be permitted to extend into or encroach upon the space between said building line and the street adjacent thereto, except that the steps and platform in front of the main door may extend over said line not to exceed five (5) feet.

7. No dock or boathouse may be erected without the approval of the Building Control Committee first being obtained.

8. Foxcliff Lake and other bodies of water which may hereafter be formed by the developer in Foxcliff Estates Subdivision are designated as private lakes, and as such, the right to usage and control remain with the developer or its authorized agent.

9. No motors may be used on Foxcliff lake or other such private lakes without approval of the Building Control Committee.

10. In order to control the use of Foxcliff Lake and other such private lakes, and thereby benefit all residents of the lands around the lakes, the waters of such lakes and the lands normally flowed and covered by such lakes at their highest level shall be owned by Summit City Development Corporation, its successors and assigns. Lots which abut or border on such lakes shall not include any riparian rights in and to said waters or to the land below said waters. In the interest of health and sanitation, and so that the owners of the lots in said Foxcliff Estates Subdivision may be benefited by a decrease in the hazard of pollution and by the protection of the waters' use, recreation and wildlife, lot owners of Foxcliff Estates Subdivision are not to use the lakes contained therein for any purpose that would result in the pollution of any waterway that flows into or adjacent to said property by refuse, sewage, or other material that might tend to pollute the water of any such lakes, or otherwise impair the ecological balance of the surrounding lands thereto.

11. Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within five (5) feet of all side lot lines and as shown on the recorded plat. Such other easements are also reserved to permit entry upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground. Further easements are reserved as shown on plat. It is understood and agreed that if this plat be considered a violation of the provision of the easement if wires or cables

carried by such pole lines pass over some portion of said lots not within said utility easements so long as such lines do not hinder the construction of buildings on any lots in the subdivision.

12. Any tank for the storage of fuel placed or maintained on any lot outside of any building in this subdivision shall be located at least two (2) feet below the surface of the ground. Outdoor receptacles for ashes and garbage shall be underground or shall be located at least fifty (50) feet to the rear of the front lot line. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any lot in this subdivision.

13. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonably cut and preventing accumulation of rubbish and debris on the premises. The Building Control Committee shall be responsible for setting standards of lot maintenance within the subdivision.

14. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other domesticated household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purposes.

15. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or to any lot owners in Foxcliff Estates subdivision.

16. Any dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

17. Summit City Development Corporation, its successors and assigns, shall have the option to repurchase any property offered for sale in the subdivision. Any owner contemplating a sale of property in this subdivision shall present to Summit City Development Corporation, a bona fide purchase agreement executed by his prospective purchaser. Summit City Development Corporation shall have the option within thirty (30) days after notice of said bona fide purchase agreement to purchase subject property for an equivalent price.

18. Maintenance Fund Lien. All lot owners of Foxcliff Estates Subdivision are members for a period of such ownership of Foxcliff Estates Community Association, Inc., a not-for-profit corporation formed for the purpose of providing community services and activities. Where any lots, or portions of lots, are owned by two or more persons, such owners shall jointly have but one vote in the proceedings in said corporation. All lots in said Subdivision, other than lots owned by the Platter, shall, from and after the formation of the not-for-profit Corporation, be subject to an annual maintenance charge for the purpose of funding the fund known as the "maintenance fund", which is under the care and custody of Foxcliff Estates Community Association, Inc., said annual maintenance charge to be a lien in favor of the Foxcliff Estates Community Association, Inc., herein described and mentioned, upon the lot against which it is

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charged until paid, provided however, that no lien shall accrue or be charged against any lot owned by the latter. The amount of such maintenance charge, to be levied and to become a lien pursuant to the provisions of this section, shall be determined by the members of Foxcliff Estates Community Association, Inc., at its annual meeting, and shall be payable in advance each year on January 2; provided however, that any person purchasing or dealing with said lot may rely upon a certificate signed by the President or Secretary of Foxcliff Estates Community Association, Inc., showing the amount of such charge due and unpaid as of the date of such certificate, and Foxcliff Estates Community Association, Inc., shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in said certificate.

19. These restrictions shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and extend for successive periods of ten years unless and prior to the expiration of any such 10 year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.

These restrictions may be amended at any time by a writing signed by the then owners of the fee simple title of at least two-thirds of the lots in said subdivision, the amendments to be effective when recorded in the office where conveyances of such land are recorded.

Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

Summit City Development Corporation, its successors and assigns shall have the exclusive right for ten (10) years from the date of recording to amend any of the restrictions or covenants herein.

✓ SUMMIT CITY DEVELOPMENT CORPORATION
Samuel H. Houston, President
 B. Lionel H. Houston, President
Evelyn Schof, Secretary
 Attest: Evelyn Schof, Secretary

STATE OF INDIANA, COUNTY OF MORGAN, SS:
Before me, a Notary Public in and for said County and State, personally appeared Lionel H. Houston and Evelyn Schof, President and Secretary respectively of Summit City Development Corporation, who acknowledged the execution of the foregoing Amended Restrictions of Foxcliff Estates Subdivision for and on behalf of said Summit City Development Corporation, and who having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial seal this 14 day of August, 1973.

Edwin S. Sedwick
Notary Public (Edwin S. Sedwick)



My commission expires: August 14, 1976

This instrument prepared by Wahrle & Sedwick, Attorneys, Martinsville, Indiana.

RECEIVED
FOR RECORD
Aug 17 5 13 PM '73

John A. Gray
CLERK OF COURSE
MARTINSVILLE, INDIANA

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