

TWIN OAKS - SECTION ONE

(COVENANTS)

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undersigned, by Wilfong Brothers, the owner and (herein "Developer") of the real estate described on herein, does hereby layoff, plat and subdivide the same with the foregoing plat of Twin Oaks, Section One.

Building setback lines are hereby established as shown on the plat, between which lines and property lines of the lots here shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked "E" and utility easements (D. & U.E.)" are reserved for the use of public utilities for the installation of water and sewer lines, poles, ducts, lines and wires, drainage facilities and all times to the proper authorities and to the use herein reserved. No 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 use of the public utilities, the rights of the Grantee of any easement, and to the rights of the owners of the other lots in this subdivision.

This subdivision shall be known and designated as Twin Oaks, Section One, and shall be subject to the following restrictions and covenants and operate as perpetual covenants:

All streets shown and not heretofore dedicated are dedicated to the public for its use.

Drainage swales (ditches) along dedicated roadways and the right-of-way or on dedicated drainage easements, are to be altered, dug out, filled in, tiled, or otherwise maintained without the written permission of the Hancock County Surveyor. Property owners must maintain these swales as sodded areas or other non-eroding surfaces. Water from roof or driveway areas must be contained on the property long enough so that drainage swales or ditches will not be damaged by such structures. Driveways may be constructed over these swales or ditches in appropriate sized culverts or other approved structures permitted by the County Surveyor.

Any property owner altering, changing or damaging the swales or ditches will be held responsible for such

9. Every structure placed upon any lot in this subdivision shall be completed within twelve (12) months after the date of such construction or placement. No house construction of the lots shall be occupied or used for residential human habitation until it shall have been substantially completed. The determination as to whether the house shall be substantially completed shall be made by the Developer. All structures shall be binding upon all parties. All structures shall be constructed or placed on any lot shall be constructed substantially of all new materials, and no used structures shall be relocated or placed on any such lot. All driveways

10. A dusk-to-dawn light of the type approved by the County shall be installed on each lot in front of the front property line.

11. A front building setback line for each lot in this subdivision shall be measured from the street property line. Lots shall have side yard setback lines of fifteen (15) feet on the side of the lot and a rear setback line shall be fifteen (15) feet from the rear property line. No improvement or structure shall be erected or maintained between any setback line and the adjacent property line.

12. The owner of any lot in this subdivision shall maintain the lot and improvements situated thereon in a neat and orderly manner as to prevent the lot or improvements from being unsightly; and, specifically, owner shall:

- a. Mow the lot at such times as may be necessary in order to prevent the unsightly growth and noxious weeds.
- b. Remove all debris or rubbish.
- c. Prevent the existence of any other conditions which reasonably tends to detract from or diminish the aesthetic appearance of the subdivision.
- d. Cut down or remove dead trees.

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The undersigned, by Wilfong Brothers, the owner and developer (herein "Developer") of the real estate described on the plat herein, does hereby layoff, plat and subdivide the same in accordance with the foregoing plat of Twin Oaks, Section One.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked "drainage and utility easements (D. & U.E.)" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject to all times to the proper authorities and to the easement herein reserved. No 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, the rights of the Grantee of any drainage easement, and to the rights of the owners of the other lots in this subdivision.

This subdivision shall be known and designated as Twin Oaks, Section One, and shall be subject to the following restrictions which should operate as perpetual covenants:

1. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.

2. 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 otherwise changed without the written permission of the Hancock County Surveyor. Property 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 long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the County Surveyor.

3. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Surveyor will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.

4. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2, 5, 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 20 feet from the intersection of said street line (40 feet for minor street 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.

5. The same sight 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.

6. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authorities.

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1. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.

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3. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Surveyor will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.

4. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2, 5, 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 20 feet from the intersection of said street line (40 feet for minor street 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.

5. The same sight 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.

6. All water systems and methods of sewage and 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.

7. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, placed or permitted to remain upon any lot in this addition, except one (1) single family dwelling house, and such outbuildings as are usually accessory to a single family dwelling house, including barn structures.

8. No building shall be erected, placed or altered on any lot in this subdivision unless and until the plot plan showing the location of such building, and plans and specifications for any building requiring a foundation have been approved as to conformity and harmony of external design and location with existing structures in the Subdivision and as to the topography and finished ground elevation of such lot by Developer or any person to whom the right of such approval has been assigned by Developer; PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if no written objection is received by owner within thirty (30) days of the receipt of all such plans by Developer. The requirements set forth in this paragraph may be assigned only in writing by Developer to any person or entity and may be waived in writing by Developer to any successor or assign with respect to any lot or lots.

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This Instrument prepared by Nolan and Gib

SECTION ONE

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INSTR. NO.	92-0487

9. Every structure placed upon any lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction or placement. No 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. The determination as to whether the house is substantially completed shall be made by the Developer and such decision shall be binding upon all parties. All structures constructed or placed on any lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot. All driveways to be paved.

10. A dusk-to-dawn light of the type approved by Developer shall be installed on each lot in front of the front building line.

11. A front building setback line for each lot is set out on the plat as measured from the street property line. Each lot shall have side yard setback lines of fifteen (15) feet on each side of the lot and a rear setback line shall be thirty (30) feet from the rear property line. No improvement or structure shall be erected or maintained between any setback line and the adjacent property line.

12. The owner of any lot in Subdivision shall at all times maintain the lot and improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, 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. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.
- d. Cut down or remove dead trees.
- e. Where applicable, prevent debris or foreign material from entering any pond, or, when any such debris has entered a pond from the lot, remove same immediately, and maintain in a clean and orderly manner.
- f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event that the owner of any lot in the Subdivision shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefore to Developer shall be collected in any reasonable manner from the owner. Neither Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

13. No noxious or offensive activities shall be carried on

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- d. Cut down or remove dead trees.
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- f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

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In the event that the owner of any lot in the Subdivision shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefore to Developer shall be collected in any reasonable manner from the owner. Neither Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

13. No noxious or offensive activities shall be carried on on any lot in the Subdivision, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Subdivision.

14. No signs or advertisements shall be displayed or placed on any lot or structures in the Subdivision without the prior written approval of Developer.

15. No animals shall be kept or maintained on any lot in the Subdivision, except the usual household pets, and in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

16. No owner of a lot in the Subdivision shall burn or permit the burning out-of-doors of garbage or their refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except as may be permitted in Section 17 below.

17. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Subdivision at anytime, except at the times when refuse collections are being made.

Sheet 3 of 4 of Record Plat

Sheet 4 of 20 - Const. Plans

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poration, Ronald L. Nolan, President.

TWIN OAKS - 9

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18. No antennas, satellite dishes or other equipment used to receive radio or television transmissions shall be installed either outside of or upon any building on any of the lots without proper screening and without prior approval of Developer.

19. No owner of any lot in the Subdivision shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

20. No residence shall be erected or maintained on any lot in this Subdivision having a ground area, exclusive of open porches and garages, of less than seventeen hundred (1700) square feet in the case of one-story structures, and one thousand one hundred (1,100) square feet in the case of higher structures.

21. No sump pump drains shall outlet on to the street. No drainage structures shall be located within driveway limits.

22. No trees shall be planted in the Hancock County right-of-way.

23. Any person or persons acquiring title to any portion of the real estate in this Subdivision shall take the same subject to all of the terms, provisions, covenants, and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions placed of record in Hancock County, Indiana, by Developer prior to the acquisition of title by such person and subject to any amendments or any supplements to any such Declaration of Covenants and Restrictions theretofore or thereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

24. If the parties hereto, or any of them, their or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions herein, it shall be lawful for any person owning real estate in this subdivision to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

25. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 2, 2012. at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of said lots in this Subdivision it is agreed to change said covenants in whole or in part.

26. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. No residence shall be erected or maintained on any lot in this Subdivision having a ground area, exclusive of open porches and garages, of less than seventeen hundred (1700) square feet in the case of one-story structures, and one thousand one hundred (1,100) square feet in the case of higher structures.

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26. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

27. All mailboxes shall be uniform in color, style and size which shall be approved by the developer.

28. All swimming pools shall be fenced and screened. The location and screening shall be approved by the Developer or any person to whom the right has been assigned by the Developer.

29. Developer retains the right to create a home owners association until January 1, 1997 for the purpose of maintaining entry way landscaping, snow removal and road maintenance.

SECTION ONE

SLIDE	56
INSTR. NO.	92-0487

SIGNATURES)

WITNESS my signature this 30th day of December, 1991.

WILFONG BROTHERS, DEVELOPER,

By Ralph L. Wilfong II
 Ralph L. Wilfong II, Managing Partner

STATE OF INDIANA)
)SS:
 COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong II, managing partner of Wilfong Brothers, Developer, who acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the use and purpose therein expressed, and acknowledged the execution of the above plat to be his lawful deed, with authority of Wilfong Brothers, and affixed his signature thereto.



Subscribed and sworn to before me this 30th day of December, 1991.

Patricia R. Emmert
 NOTARY PUBLIC

Printed Name PATRICIA R. EMMERT
 My Commission Expires 7-31-92
 County of Residence HAMILTON

DULY ENTERED
 FOR TAXATION

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