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Whitetail Crossing Subdivision

Covenants and Restrictions

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BROWN COUNTY, IN
GLENN STODOLLA
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OR Book 114 Page 1344 - 1347

1. **Residential and Recreational Purpose.** The Property shall be used only for residential, recreational, and related purposes. No lot or any other part of the property shall be used, directly or indirectly for any business, commercial, manufacturing, industrial, mercantile, vending or other similar purpose, except for use by developer (and/or assignee of (Developer), for a period not to exceed (10) years from the conveyance by developer for the first lot, directly in connection with construction and sales activities with respect to the property.

2. **Garages and Driveways.** The interior of all garages constructed on the property shall be completely finished, dry wall, and maintained by the respective owners thereof in a neat clean and maintained by the respective owners thereof in a neat, clean and slightly condition. Garages shall be attached and used for parking vehicle and storage only, and shall not be used or converted for living or recreational activities. All driveways must be finished in either concrete or asphalt within 2 years of start of construction of home.

3. **Temporary Structures.** No temporary, structure or garage shall be placed erected upon any part of the property. Except with the express written approval or developer, no residential unit or other structure on ay lot shall be occupied n any manner while in the course of original construction or prior to issuance by the local county authority of the Certificate of Occupancy.

4. **New Construction.** New construction shall adhere to zoning regulations with respect to all minimum requirements. Minimum single story area per dwelling shall be 1,500 square feet of living space with a two car attached garage. A two story are per dwelling must be 1,800 square feet of living space with a 2 car attached garage. No roof shall be constructed with less than 6-12 pitch. All plans and specifications must be approved by the developer prior to construction.

5. **Exterior Signage.** No signage of any type or character shall be created or permitted on any part of the property or on any lot except for signs used by the developer to advertise the property during the construction and sales period. Nothing herein shall be

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deemed to prohibit attachment to the exterior of a residential unit of a single name plate and a single address plate identifying to occupant and the address of such residential unit or the placing upon the exterior of any residential unit (or upon the lot containing the residential unit) of a single "For Sale." sign shall not have dimensions exceeding eighteen (18) inches by twenty four (24) inches. Further, nothing herein shall be deemed to prohibit installation and maintenance of directional signs, subdivision identification signs, street signs, street signs, or similar signs as may be approved by the developer.

6. Vehicles. (a) No private passenger automobiles or pick-up trucks shall be parked upon the property or any roadway adjacent thereto except within a garage, in a private driveway appurtenant to a residential unit.

(b) No recreational vehicles, including motor homes, boats, jet skis, motorcycles, trailers, or similar vehicles or equipment shall be kept placed or maintained upon the property or any roadway adjacent thereto, except (1) within a fully enclosed garage appurtenant to a residential unit or (2) in such area and subject to such rules and regulations as the developer may designate and adopt.

(c) No vehicles (including, but not limited to, those enumerated in subsections (a) and (b) above) shall be constructed, reconstructed or repaired upon the property or any roadways adjacent thereto except within a fully enclosed garage.

(d) No motor vehicles of any kind of any kind which are not in operating condition shall be parked in any uncovered parking areas including, but not limited to, private driveways appurtenant to a residential unit.

7. Underground Facilities. No cesspool or well may be dug or installed without the prior written approval of the Developer. No part of the property shall be used for purpose of boring, mining, exploring for or removing oil or other hydrocarbons, mineral, gravel or earth except to the limited extent required in connection with the normal construction activities of the developer or an assignee of the developer during the construction period.

8. Outdoor burning. There shall be no outdoor burning of trash or other debris, provided, however, that foregoing shall not be deemed to prohibit the use of normal residential barbecues or other similar outside cooking grills or outdoor fireplaces.

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9. Sanitation. All rubbish, trash, and garage shall be kept only in appropriate containers, shall be regularly removed from the property and shall not be allowed to accumulate thereon.

10. Fences, Interferences and Obstructions. All fences shall be wood or chain linked, except as may but otherwise permitted with the prior written consent of the developer. No fence shall be exceed six and one-half (6 ½) feet height. The foregoing shall not apply to boundary walls or fences constructed by the developer along property lines bounding public right of way, provided, however, that such boundary wall or fence shall be constructed so as to comply with applicable municipal zoning and other laws and ordinances. No fence shall be permitted to interfere with existing recorded restriction, drainage ways or easements. Fences may be constructed in or over a recorded utility easement, provided, however, that should the utility companies ever require access to such easement it shall be the responsibility of the owner of the applicable lot of residential unit, at his, hers, or its sole expense, to remove and replace the fence. No structure, shrubbery or other vegetation shall be permitted to exist on any lot or other portion of the property the height or location of which shall be deemed by the developer either to constitute a traffic hazard or to be unattractive in appearance or unreasonably detrimental to adjoining property. As an aid to free flowing movement of vehicles and/or property, the developer may impose further limitation on the height of the fences, walls, gateways, ornamental structure, hedges, shrubbery, and other fixtures, and construction and planting on corner lots or other parcels at the intersection of two or more streets or roadways.

11. Nuisance. No rubbish or debris of any kind shall be placed or permitted to accumulate for any unreasonable length of time on any portion of property, and no odors shall be permitted to arise there for so as to render the property, or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other portion of the property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any portion of the property as to be offensive or detrimental to any owner. Without limiting the generality of any of the forgoing provision, no exterior speakers, horns, whistles, bells, or other sound devices used exclusively for security purpose, shall be located, used or placed on the property. The developer in his discretion shall have the right to determine the existence of any such nuisance. Furthermore, the developer shall have the right to remove any nuisance at the expense of the owner responsible for the nuisance.

12. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, provided, however, that nothing herein shall be construed as prohibiting the keeping of ordinary household pets in a residential unit or in or on a lot that such pets

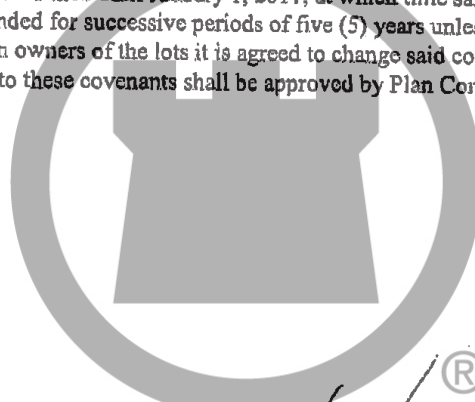
are not kept, bred or maintained for any commercial purpose. No pets shall be detained by chains, a cables, attached to a dog housing, kennels or large run areas should be provided.

13. Drainage alteration; Easements. No vegetation except suitable ground cover may be planted or permitted to remain on areas subject to drainage easement, as shown on recorded plats, in such a manner as to interfere with drainage or which shall be deemed by the developer to be a detriment to utilities located under or near such vegetation. Except as otherwise provided herein, the owner of property subject to recorded easements shall be responsible for maintaining said property.

14. Landscaping and maintenance. After the purchase of a lot the owner must mow and maintain the lot and deem the lot free of debris and weeds at all times.

15. Public utilities and road. All roadways in the subdivision are hereby dedicated to the public. Such roadways shall be maintained by the developer until 60% of the lots are sold at when time a lot owner association shall be formed for the purpose of the road maintains and for the common good of the subdivision. The lot owners association shall access annual fees according to the needs of the subdivision.

16. Miscellaneous. Conveyance of all lots in this subdivision will be made subject to all the restrictions herein set forth, which restriction are made covenant; running with the land for the benefit of all present binding upon the grantees and all persons claiming under then until January 1, 2011, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. Any changes to these covenants shall be approved by Plan Commission and recorded.



DULY ENTERED FOR TAXATION

MAR 31 2006

Robert H. Miller
AUDITOR OF BROWN COUNTY

SELLER

[Handwritten Signature]

Date: 2/28/06 ®

Signature

John Seeber, Owner/Developer

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RECORDER: Please cross-index to Instrument No. 2004-4527

