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Subdivision Covenants and Restrictions

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COVENANTS
FOR
ULEN COUTRYSIDE ESTATES
BOONE COUNTY



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2:29 P.M. AUG 17 1992 8193 ULEN COUNTRYSIDE ESTATES

Misc

BOOK 129 PAGE 933

MARY ALICE BALDWIN
RECORDER, BOONE COUNTY Owners Certificate
202 COURT HOUSE SQUARE
LEBANON, INDIANA 48062

RECORDED IN BOONE COUNTY
JUN 18 12 58 PM '92

We the undersigned, M @ W Development Corp. owner of the real estate shown and described hereon, do hereby certify that we do lay-off, plat and sub-divide said real estate into lots and streets in accordance with the plat herewith. That said plat shall be known as Ulen Countryside Estates, a sub-division in Center Township, Boone County, Indiana. All streets are hereby dedicated to public use. All set-back lines and utility easements are hereby perpetually established unless hereafter modified or vacated.

PROTECTIVE COVENANTS

1. No lot or portion of a lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for the accomodation of vehicles for family use. Also, no guest houses or other outbuildings clearly incidental to residential use of the premises shall be permitted.

2. Temporary structures shall not be permitted to be erected in said addition other than for construction purposes, nor shall any partially completed, temporary or incomplete structure be occupied as a residence.

3. The ground floor area of the main structure, exclusive of one-story open porches, garages and carports shall be not less than 1200 square feet for a one story dwelling nor less than 1000 square feet on the ground floor for a dwelling of more than one story. The construction and finish of said dwelling shall be of quality workmanship and material substantially equal to the prevailing dwellings contained within such subdivision.

4. Minimum building setback lines are shown on the recorded plat and no building shall be located nearer than ten (10) feet to any interior lot line. Front and side yard building setback lines are hereby established as shown on the plat, between which lines and the property lines of the street, no building or structure shall be erected or maintained. No fence or wall over thirty-six (36) inches in height shall be permitted from the front lot line to the respective building setback line shown on the plat.

5. Only one family dwelling may be placed on each lot. When construction is started on any structure on any lot, it shall be completed within 12 months. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six months of such occurrence.

Plat Book 7, Pages 70+71

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6. All structures constructed or placed on an lot shall be constructed with all new materials with the exception of used brick. No used structures shall be relocated or placed on any lot.

7. 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, including the maintenance of chicken parks, dog kennels or the harboring of animals other than individual household pets.

8. No signs or advertisements of any kind may be erected or maintained on any lot, except a contractor's sign during the initial construction of the residence and except a real estate "For Sale" sign for the sole and exclusive purpose of advertising, for sale, the lot and/or buildings thereon.

9. There are strips of ground as shown on the plat that are marked "Utility Easement" reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, that are subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strip of land, but owners of the lots in this subdivision shall take their title subject to the rights of the public utilities. In addition to those shown, 5 feet is hereby reserved over and along each side lot line for utility purposes if needed.

10. No signal receiver in the form of a satellite dish, or other similar device, shall be permitted closer than one hundred feet (100) from the front property line.

11. No unlicensed vehicles will be allowed to remain on any lot for more than 30 days. No boat, trailer, or motorhome shall be permitted to remain on any homesite for more than thirty days (30) unless kept within a garage.

12. All structures must be connected to sanitary sewers which will be available to each and every building lot. No exceptions.

13. All lots shall be graded, seeded, and have concrete driveways and 40" concrete sidewalks within 90 days after structures are completed.

14. Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair.

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15. Swimming and boating in subdivision lake is strictly prohibited.

16. A minimum grade line elevation is hereby established for each lot and no grade line can be constructed lower than said minimum. The minimum elevation shall be shown on the recorded plat at the office of the Recorder of Boone County. No house shall be built until the location and the grade line elevation of said house is physically checked on the lot and certified by a professional engineer or land surveyor.

17. All building plans shall be approved by a building committee consisting of the land owners and developers before construction begins.

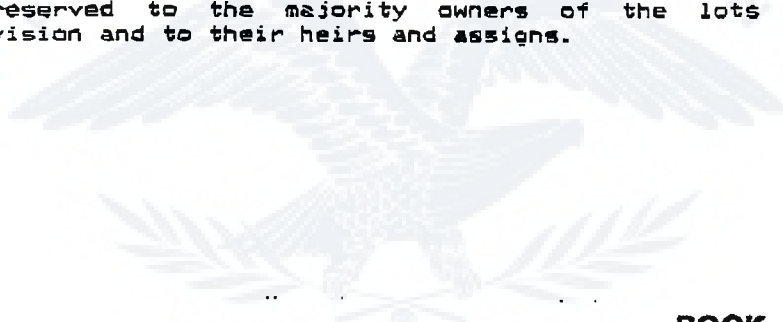
18. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2017, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by a vote of a majority of the then owners of the building sites covered by these covenants and restrictions in whole or in part. Invalidation of any one of the foregoing covenants and restrictions by judgment or court order shall in no way affect any of the other covenants or restrictions, but shall remain in full force and effect.

19. All lot owners will become members of an association for maintenance of the common areas on the plat, and shall be assessed fees when necessary for the maintenance of such areas.

20. A board of five persons, who must be lot owners, elected by majority vote of one vote for each lot owned, will make up the controlling Board of Directors. A new member will be added each year to replace the member of longest standing.

21. The right to enforce these provisions by injunction, together with the right to cause the removal by process of law of any structures or part thereof erected or maintained in violation hereof, is hereby dedicated to the Board of Directors and reserved to the majority owners of the lots in this subdivision and to their heirs and assigns.

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~~BOOK 128 PAGE 775~~

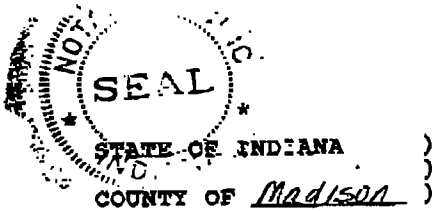
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The foregoing Protective Covenants for Ulen Countryside Estates were signed, acknowledged and delivered in the presence of:

M & W DEVELOPMENT CORP.

By: Warren Huntzinger
WARREN HUNTZINGER
By: Max A. Cowan
MAX A. COWAN



Subscribed and sworn to before me, the undersigned Notary Public, in and for said county and state this 15th day of June, 1992.

Jeanne R. Custer
Notary Public
Printed: JEANNE R. CUSTER

My commission expires:
9-17-94

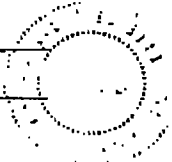
STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Subscribed and sworn to before me, the undersigned Notary Public, in and for said county and state this 14th day of August, 1992.

Yvonne M. Keefer
Notary Public
Printed: YVONNE M. KEEFER

My commission expires:
February 20, 1995

Notary is a resident of Boone County, Indiana



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