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Debra Carnes
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DECLARATION OF COVENANTS
FOR
BUTTERFIELD ESTATES

THIS DECLARATION OF COVENANTS for Butterfield Estates (hereinafter referred to as the "Covenants") is made this 12th day of November, 2015 by R & F Development Inc., an Indiana Corporation (hereinafter referred to as "Developer").

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 building or structures. The strips of ground shown on this plat and marked drainage and utility easement (D. & U.E.) or drainage easement (D.E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and drainage facilities. The strips of ground 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 on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

The easement labeled "Landscape Easements" are hereby granted to the Developer and Homeowner Association and are reserved for landscaping, tree, shrubs, flowers, signs and other incidentals associated with these times and are to be maintained, repaired or replaced by the Homeowners Association. The lot owners in this addition shall take title to their lots subject to the rights of the Homeowners Association.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

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 Drainage Board (Commissioner). Property owners must maintain these swales as sodded grass ways 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 are installed as set out in 7.1-47 of the Hancock County Subdivision Control Ordinance. No culverts, buildings or fences that block drainage (a privacy fence would be an example of a drainage blocking fence) are allowed in the regulated drainage easements that are in the back yards behind the building line. Fences in the regulated drainage easements require written approvals from both the Hancock County Surveyor and the ACC prior to construction. In the case of a fence that has been approved for the drainage easement, the property owner would be responsible to monitor the fence to keep it clean of debris so it will not block the free passage of water across the property.

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2. Altering drainage swales. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days' notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to

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be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

Open channel and title drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor, and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Hancock County Drainage Board.

The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.

No trees or shrubs shall be planted, nor any structure erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer or unless shown on the development plan as part of the landscaping.

3. Corner Lots. No fence, wall, hedge, tree, or shrub planting which obstructs sight lines and elevation 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 40 feet from the intersection of said street lines (40 feet for minor streets 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. The same sight line 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 50 feet of the intersection of two (2) street center lines.
4. Drains. No sump pump drains or other drains shall outlet onto the street. No drainage structures shall be located within driveway limits.
5. Pond Maintenance. Lots 1 and 2 share the pond including expenses. Shared expenses shall be for weed and algae control, dredging fore bays and pond, and fish stocking if desired. Each lot owner individually on lots 1 and 2 shall keep his/her portion of the pond banks mowed and any erosion repaired that may have occurred after purchase. Any irrigation draws must be mutually agreed upon.
6. No trees in Right-of-ways and easements. No trees or landscaping shall be planted in the Hancock County road right-of-way or in the drainage easements created and shown on the plat. Any irrigation or lawn sprinkling devices or material placed within the right-of-way shall in no way be the responsibility of the Hancock County Highway Department in any event, whether through the actions of the Hancock County Highway Department or other government agency.
7. Driveways. All driveways shall be paved with concrete, asphalt, or other all-weather surface materials as provided by the owner or its assigns. No gravel or stone driveways will be permitted.

8. Utility Easements. There are strips of property as shown on the recorded plat which are hereby designated and reserved for the use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as Utility Easement). No permanent structure or obstruction except for perimeter drains for absorption fields shall be erected or maintained on such Utility Easement but each owner shall take title to that part of the Utility Easement comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through, and over the Utility Easements.

9. Farm Animals

1. Certain farm animals in certain numbers will be allowed according to this document.
2. All farm animals are to be kept on the back half of the lot only.
3. All animals on the property must be properly cared for and not constitute a nuisance to either sight, sound, or smell beyond what would be considered typical.
4. Wild or exotic animals are not permitted.
5. Commercial animal endeavors are not permitted.
6. Farm animals are classified in three sizes, large, medium and small.
7. Animals permitted and the quantities of each are as follows:
Large animals (quantity 2 max):
Horses or ponies, quantity-2 Stallions not permitted
Llama, quantity-2 Un-neutered not permitted
Medium Animals (quantity 6 max):
Goats, Quantit-4
Sheep, quantity-4
Small animals (quantity 24 max):
Rabbits, quantity-12
Chickens, quantity-24 Only one rooster allowed
Turkeys and ducks-6 Only one tom allowed
8. Animals specifically not permitted: swine and cattle.
9. Outdoor dogs are only permitted in quantity of two. No commercial breeding or kennels permitted. Owners are responsible to keep dogs from roaming and excessive barking.
10. These farm animal rules may be changed by: i. The Developer, until all lots are sold;
ii. Six current lot owners.

10. Architectural Design.

- a. All homes shall be single family dwellings.
- b. All single story homes shall be a minimum of 1,800 square feet, exclusive of porches and garages, and greater than one-story homes shall have a minimum total area of 2,200 square feet with a minimum of 1,100 square feet of ground floor living area, exclusive of porches and garages.
- c. All building plans including all residences, outbuildings, or accessory buildings

are to be reviewed and approved by the developer or its assigns. Residences will be predominantly brick or stone, unless in the opinion of the reviewer, the architectural style warrants less brick or stone as may be the case of a farmhouse, victorian, colonial, craftsman style etc.;

- d. All residences shall have an attached 3 car garage or larger.
 - e. All one story homes shall be a minimum of 8/12 roof pitch and all two-story homes shall be a minimum of 7/12 roof pitch. (subject to review)
 - f. All driveways shall be hard surface (concrete, asphalt or brick) and shall have a turnaround area;
 - g. No building, fence, walls or other structure shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to the topography and finished ground elevations by the Architectural Control Committee.
 - h. No modular shall be permitted. No wood foundations or wood basement shall be permitted.
 - i. There shall be a minimum landscape package including two (2) trees, ten (10) bushes, shrubs, or tall grasses.
11. **Building location.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. The maximum setback for the primary residence is 85'. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling.
12. **Residential Use Only.** All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor homes, trailer, tent, shack, boat, garage, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial business of any kind will be permitted in this subdivision. Only one single family dwelling with attached garage shall be permitted on one lot.
13. **Limitation on Time.** All residential construction on any lot must be completed within one (1) year after the starting date, including final grading and hard-surfaced driveway.
14. **Parking Limitations.** No camper, trailer, RV, boat, truck, school bus, tractor, or other vehicle of any kind may be parked in the subdivision unless such vehicle is kept behind the front of the house. No semi-trailers will be allowed except parked inside a building. All parked vehicles must be kept in a neat manor being mowed around and weed trimmed.

15. Architectural Control Committee. The Architectural Control Committee "ACC" shall be composed initially of the Developers, and after completion of the development, by a committee of three (3) homeowners designated by the Developers for the term of one (1) year and serving thereafter until their successors are elected by a majority vote of the homeowners in the development. The purpose of the Committee shall be to enhance and protect the value, desirability, and attractiveness of the development as a whole and to ensure that all buildings, fences, walls or other structures are harmonious with the overall architectural character of the development.
16. Water Systems. All water systems and methods of sewage treatment and disposal in this subdivision are to be in compliance with the regulations or procedures of the State Board of Health or other civil authority having jurisdiction.
17. Fuel Tanks. Only propane tanks with 500 pounds (approximately 120 gallons) of fuel or smaller are allowed for indoor or outdoor cooking purposes. Tanks must be behind the residence and either screened from view with fencing or buried. All local and state laws pertaining to fuel tanks must be adhered to. Any gasoline or diesel fuel tanks must be above ground and on the back half of the lot and be behind an outbuilding or screened from view.
18. Lot Maintenance. All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.
19. Nuisances. No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on any lot. Garbage and trash will be kept in approved containers which are not visible from the street, except on collection day.
20. Outbuildings. All outbuildings shall be approved by the ACC. Outbuildings in the front half of the lot are to match the home with colors and materials with the maximum size being 900 square feet. Outbuildings in the back half of the lot may be larger and may be of post and beam construction. All outbuildings must be constructed of new materials.
21. Antennas. Only digital satellite systems not exceeding 24" in diameter shall be permitted in the development. Said system shall be allowed only if located on the rear of the primary residence.
22. Swimming Pools. Swimming pools must be placed behind the residence and shall be maintained in a neat and attractive manner.
23. Fencing. Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front line than the rear of the primary residence and approved by the Architectural Control Committee (see also covenant 1). Perimeter fences shall not exceed 5 feet. Any chain link fence must be dark vinyl coated. All fencing must be maintained in good condition.

24. Sump pumps. Sump pumps installed to receive and discharge groundwaters or other storm waters shall be connected to the storm sewer where possible or discharged into a designated 8" storm drainage channel.

Footing drains shall be connected to storm sewers where possible or designated storm drainage channel.

25. Duration of Covenants. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them. At any time, a covenant, except Covenants numbered 1, 2, 3, 4, 6, and 8, may be changed in whole or in part upon i) an affirmative vote of eighty percent (80%) of the then owners of lots in the subdivision, and ii) with the consent of the Developer. Covenants numbered 1, 2, 3, 4, 6 and 8 shall not be changed. If the Developer does not own one or more lots in the subdivision, the consent of the Developer shall not be required. Invalidation of any of the foregoing Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. Enforcement of Covenants. The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part hereof erected, or maintained in violation thereof, is hereby reserved to any owner of any of the real estate in this subdivision, including the Developer. However, such time as the Developer no longer owns any property contained in this subdivision Section, the Developer no longer has any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the covenants contained herein, including any expenses and attorney's fees, shall be charged to the property owner in violation.

27. Severability. Every one of the restrictions is hereby declared to be independent of and severable from the rest of the restrictions, and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land that the holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.

In Witness Whereof, the duly authorized members of the undersigned development has executed these Covenants this 10th day of November, 2015.

By R & F Development Inc.,

BY: Steven R. Reilly, Pres.
Steven R. Reilly, President