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## Subdivision Covenants and Restrictions

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# SUMMERHAVEN AT THE HAVENS, SECTION 1 COVENANTS

We, R & F Development, Inc. by Steven R. Reilly, President, owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Summerhaven at The Havens, Section 1. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Front building minimum and maximum 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 easement (D. & U.E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, line and wires, 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.

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

1. 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 (Commissioners). 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 are installed as set out in 7-1-47 (5) of the Hancock County Subdivision Control Ordinance.
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 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 be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.
3. Corner Lots 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 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 70 feet of the intersection of two street center lines.
4. Open channel and tile 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

7. Minimum living space: lots in the d garages, finish would be car building, or less than 12 one-story floor area if one story str feet of total two car attac

8. Residential used solely used as n subdivision or other a permanent subdivision. the subdivi

9. Building Loc nearer to than the n The side y distance of dwelling an such dwelli a side line adjacent h closer to a minimum fr dwelling. n any rear lo upon any e

10. Health Conci disposal in the regulati Gen Utilities All sanitary shall be des provisions a walls or sep

11. Nuisances h upon any lo thereon whic neighborhood Garbage and visible from

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13. Parking Limitc kind, buses, or any other shall be perm subdivision e stored compl personal autc parked on th vehicle shall than tempora subcontractor garage, no in or repaired o thereon. Boo a maximum c preparation or

14. Storage Tanks ground shall t

15. Fencing Fencli no fence shall the rear of th Architectural C of the dark vi maintained in



# COVENANTS

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7. **Minimum living space areas.** The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, finished living area above garages which otherwise would be considered attic space, carports, accessory building, or basements below ground level shall contain no less than 1200 square feet of ground floor living area for a one-story structure, or 900 square feet of minimum ground floor area if higher than one-story, provided higher than one-story structures shall have a minimum of 1800 square feet of total living area, and each dwelling shall have a two-car attached garage.
8. **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 home, trailer, tent, shack, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial business will be permitted in the subdivision.
9. **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 side yards on any lot shall contain an aggregate distance of not less than ten feet (10') between any dwelling and the side lot lines, provided, however, that no such dwelling shall be located less than four feet (4') from a side line with a minimum of ten feet (10') between adjacent homes. 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. No accessory building shall be located closer to any rear lot than 5 feet, but in no case shall it encroach upon any easement.
10. **Health Concerns.** All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health, Gem Utilities, or other civil authority having jurisdiction. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of Gem Utilities Inc. No water wells or septic tanks shall be installed on any lot.
11. **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 the lot. Garbage and trash shall be kept in containers which are not visible from the street, except on collection day.
12. **Limitation On Time.** All residential construction must be completed within one year after the starting date, including the final grading.
13. **Parking Limitations.** No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicle may be parked or stored completely within an enclosed garage, except for personal automobiles, vans and pick up trucks which may be parked on the driveway. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests, invitees and subcontractors of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. Boats, Campers, and Motor Homes may be parked for a maximum of 2 days at one time for the purpose of preparation or loading.
14. **Storage Tanks.** No outside fuel storage tanks above or below ground shall be placed in this subdivision.
15. **Fencing.** Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence and approved by the Architectural Control Committee. Chainlink fencing must be of the dark vinyl coated type. All fencing must be maintained in good condition. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the residence.

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| <p>17. <b>Antennas</b> All communications antennas shall be placed indoors and out of view. Satellite dishes shall be placed behind the residence and not exceed 24" in diameter.</p>  |  |
| <p>18. <b>Mailboxes</b> The Developer or its Assigns shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision.</p>  | <p>No sump pu<br/>shall be con</p>   |
| <p>19. <b>Signs</b> No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee. Garage Sale and Real Estate "for sale" signs shall require approval of the Committee and shall be limited to wall signs attached to the primary structure on the lot.</p>   | <p>29. <b>Utility Easem</b><br/>shown on th<br/>reserved for<br/>installation<br/>facilities (he<br/>No permane<br/>erected or<br/>part of his<br/>utility for in<br/>through, and</p>   |
| <p>20. <b>Architectural Design</b> No dwelling, building structure, improvement, exterior alteration or change of original color or material shall be constructed, placed or performed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or alteration. Such plans shall include plot plans where applicable showing the location of all improvements existing under or upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" Equals 10' or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.</p> | <p>30. <b>Developer sp</b><br/>include addi<br/>Unit Develop<br/>Windhaven o<br/>shall be ent<br/>on the Have<br/>to pay their<br/>the right to</p>  |
| <p>21. <b>Solar Technology</b> Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the architectural control committee.</p>   | <p>31. <b>Enforcement</b><br/>covenants b<br/>the removal,<br/>thereof erec<br/>hereby reser<br/>this subdivis<br/>time as the<br/>in this subd<br/>right, obligat<br/>cost of enfc<br/>contained he<br/>fees, shall b<br/>and such cc<br/>the same m<br/>event shall i<br/>fees, or exp<br/>failure to er</p> |
| <p>22. <b>Construction Methods</b> No modular or concrete homes will be permitted in this subdivision. No wood foundations or wood basements shall be permitted.</p>   | <p>32. <b>Duration of C</b><br/>land, and sh<br/>claiming und<br/>in whole or<br/>percent (80%<br/>and ii) with<br/>does not ow<br/>consent of t<br/>invalidation<br/>restrictions<br/>in no way a<br/>remain in fu</p>  |
| <p>23. <b>Outbuildings</b> Outbuildings or accessory buildings shall be permitted on any lot only if approved by the Architectural Control Committee. The approval for such structures shall be in the same manner as is required for a primary residence. The maximum size of any outbuilding or accessory structure shall not exceed 120 square feet. All outbuildings and accessory structures shall be required to have exteriors similar in appearance to the primary residence. No metal outbuildings shall be approved.</p>   | <p>33. <b>SEVERABILITY</b><br/>declared to<br/>of the Restri<br/>Restrictions,<br/>Restrictions.<br/>held to be in<br/>quality of ru<br/>without effec<br/>"running" qu</p>  |
| <p>24. <b>Homeowners Association</b> Each lot owner shall be required to join the Homeowners Association for the purposes outlined in the Homeowners Association By-laws.</p>  | <p>We, R. &amp; F.<br/>owners of th<br/>such owner,<br/>surveyed and<br/>own free and</p>  |
| <p>25. <b>Swimming Pools &amp; Basketball Goals</b> Swimming pools must be placed behind the residence. All pools must be below ground. No Basketball goals are permitted.</p>   | <p>STATE OF INI<br/>COUNTY OF</p>  |
| <p>26. <b>Pets</b> No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners premises.</p>  | <p>Te</p>  |
| <p>27. <b>Lot Maintenance</b> 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. Firewood shall be kept behind residence, and stacked in a neat manner.</p>  | <p>STATE OF INI<br/>COUNTY OF</p>  |



No sump pump, footing drain, roof downspout, or basement drain shall be connected to any street underdrain.

- 29. **Utility Easements** - There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as Utility Easements). No permanent structure or other obstruction, shall be erected or maintained on such 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 Easement.
- 30. Developer specifically reserves unto itself the right and privilege to include additional real estate not shown on the Preliminary Planned Unit Development Plan for the Havens, in either Summerhaven or Windhaven or both, and the owners of lots within the real estate shall be entitled to the use and benefit of Haven Park, to participate on the Haven Park Association Board of Directors, and shall be obligated to pay their fair share of the expenses for said Park. Developer reserves the right to take any action reasonably necessary to accomplish the above.
- 31. **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 thereof erected, or maintained in violation hereof, 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 attorneys' fees, shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein. In no event shall the Developer be responsible for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.
- 32. **Duration of Covenants** These 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 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. 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, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 33. **SEVERABILITY** Every one of the Restriction 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 holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

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HANCOCK COUNTY RECORDER

We, R. & F. Development, Inc., do hereby certify that we are the owners of the property described in the above caption and that as such owner, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

R. & F. DEVELOPMENT, INC.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HANCOCK: )

BY: Steven R. Reilly  
STEVEN R. REILLY, President

I, Teresa S. Spegal, a notary public in and for said County and State, do hereby certify that STEVEN R. REILLY is personally known to me to be the same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that he signed the above certificate as his own free and voluntary act and deed for the purpose therein set forth.