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**AMENDMENTS TO AND RESTATEMENT OF THE  
PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
FIELDSTONE MANOR**

**a Residential Subdivision in Keener Township, Jasper County, Indiana**

These Amendments to the Protective Covenants and Restrictions for Fieldstone Manor Subdivision are being recorded as amendments to the recorded Declaration of Covenants and Restrictions for Fieldstone Manor Subdivision which were recorded on September 26, 2006 in the Office of the Recorder of Jasper County, Indiana in Miscellaneous Record 152 Page 261, and as amendments to the recorded Amendment to Declaration of Covenants and Restrictions for Fieldstone Manor Subdivision which was recorded on May 14, 2007 in the Office of the Recorder of Jasper County, Indiana in Miscellaneous Record 155 Page 483.

Daniel E. Walstra and Laura J. Walstra, the undersigned, hereby certify that they are the Authorized Members of Ludan Development, LLC, originally the legal owner and identified herein as the "Developer" of the real estate shown and described on the plat identified as Fieldstone Manor Subdivision recorded on September 26, 2006 in the Office of the Recorder of Jasper County, Indiana in P.S.F. Record 6 Page 84, which real estate is located in Keener Township, Jasper County, Indiana, to-wit:

Part of the South Half of the South Half of Section 2, Township 31 North, Range 7 West of the Second Principal Meridian in Keener Township, Jasper County, Indiana, being more particularly described as follows:

Commencing at a Jasper County Surveyor's Office monument at the Southwest corner of the Southeast Quarter of said Section 2; thence South 89 degrees 26 minutes 02 seconds East, along the South line of the Southeast Quarter of said Section 2, a distance of 71.58 feet, to the Point of Beginning; thence North 01 degree 24 minutes 38 seconds East, a distance of 818.00 feet; thence South 88 degrees 24 minutes 21 seconds West, a distance of 818.00 feet; thence North 45 degrees 58 minutes 20 seconds West, a distance of 69.08 feet; thence North 00 degrees 24 minutes 04 seconds East, a distance of 484.99 feet, to a point on the North line of the South Half of the South Half of said Section 2; thence South 89 degrees 31 minutes 23 seconds East, along said North line, a distance of 2125.87 feet, to the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 2; thence South 01 degrees 10 minutes 25 seconds West, along the East line of the Southwest Quarter of the Southeast Quarter of said Section 2, a distance of 1322.95 feet, to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 2; thence North 89 degrees 26 minutes 02 seconds West, along the South line of the Southeast Quarter of said Section 2, a distance of 1254.94 feet, to the Point of Beginning, containing 48.353 acres, more or less, all in Keener Township, Jasper County, Indiana.

Ludan Development, LLC certifies that it is the owner of Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 30, 31, 33, 34, 35, 37, and 38; that Dennis L. O'Donnell and Nancy E. Babe O'Donnell are the owners of Lot 5; that Renee M. Cotter is the owner of Lot 16; that Terry Madson and Janice Madson

are the owners of Lot 24; that Woodside Development, Inc. is the owner of Lots 25 and 36; that Dragan Muvceski is the owner of Lot 29; and that Susan Luehrs as Trustee of the Susan Luehrs Trust is the owner of Lot 32.

The Developer further declares that all prior covenants recorded on the aforesaid real estate are hereby replaced in their entirety by the protective covenants and restrictions contained within this document, with the exception of Section 23 of Article VII entitled Building Method previously recorded; such Section 23 is retained in its' entirety and is repeated herein for clarity as Paragraph 6 of Article II in this document.

The Developer hereby declares that all of the platted lots and real estate located within the subdivision as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, restrictions, conditions, reservations, easements, charges and liens, all of which are declared and agreed to be in furtherance of a plan for the improvement of the real estate and sale of the said lots in the subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision as a whole and of each of the said lots situated therein.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No building material, refuse, or fill dirt may be placed within such easements in such a manner that the drainage of said lot or other lots in the Subdivision is restricted. Easements are hereby granted to Northwestern Indiana Telephone Company, Jasper County Rural Electric Membership Cooperative, Jasper County, and any cable company licensed to install television cable service by Jasper County, or by the Town of DeMotte, Indiana, severally and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace and maintain storm and sanitary sewers, tiles, and ditches, water mains, gas mains, conduits, cables and wires, but only underground, with all necessary appliances in, upon, and along the strip or strips of land designated by dotted lines on the plat and marked "Utility Easements" or "Drainage and Utility Easements" for the purpose of serving the public in general with storm water and sanitary sewage disposal, water, gas, electric, telephone service, and cable services including the right to use the streets where necessary, and to bury within such easements service wires and drain tiles to serve adjacent lots, together with the right to enter upon said easements at all times for any and all the purposes aforesaid, and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easements, but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easements for public utility purposes; however, any garden, shrubs, landscaping, or other such improvements placed upon any 75 foot State mandated drainage easement along any public drainage ditch will be removed by the homeowner if and when the ditch must be cleaned as determined by the Jasper County Drainage Board.

The Developer and all owners of the above described real estate, for themselves and for all future owners and occupants of the said Subdivision, for and in consideration of the right to develop the Subdivision, for other than agricultural uses, hereby (a) acknowledge and agree that the Subdivision is in or adjacent to an area zoned for agricultural uses, which uses include, but are not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and sale of farm products; (b) acknowledge and agree that the Subdivision is adjacent to uses which may be objectionable to some Owners during some periods of time such as automobile storage and salvage and firearm police training shooting range (hereinafter referred to as "Non-Agricultural Uses"); (c) waive any and all objections to any such agricultural uses or the Non-Agricultural Uses, on any real estate zoned for such uses on any boundary of the Subdivision whether such uses currently exist, are enlarged, or changed in use in the future to another agricultural use; (d) agree that such agricultural uses and Non-Agricultural Uses, whether currently existing, or hereafter established, enlarged, or changed, do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to their parties, or directly endanger human health; and (e) agree that this covenant is for the benefit of the Jasper County Plan Commission and all persons engaged in agricultural uses or the Non-Agricultural Uses, within two miles of any boundary of the Subdivision and is enforceable by any of the foregoing together with such other covenants as may be required by this Section.

## I. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of Daniel E. Walstra and Laura J. Walstra. The Architectural Control Committee may approve or deny any building request for any reason.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After a period of fifteen (15) years the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. Approval must be evidenced by the signatures of the Architectural Control Committee members on the building plans and specifications, and a copy of such signed plans and specifications shall remain on file with the Architectural Control Committee.

No dwelling, house, building, structure or improvement of any type or kind shall be constructed or placed on any Lot in the Subdivision without prior written approval of the Committee after written application has been made to the Committee by the Owner of the Lot. Such written application shall be accompanied by all of the following:

- 1) Plans and Specifications. Complete sets of plans and specifications drawn to scale setting forth the nature, kind, shape, height, color and composition of all exterior materials proposed to be used; and the square footage, level by level, as well as the total square footage of the residence (excludes below grade).
- 2) Plot Plan. Plot plan drawn to scale showing street(s) location, all lot dimensions; all structures proposed or existing on the lot, their size, location and distance from each other and to adjacent property or right-of-way lines; location/width of driveway(s); location/width of sidewalk(s); required set-back distances from property or rights-of-way; location of septic and wells; and elevation of the proposed improvement as it relates to the existing street elevation. Such plot plan shall be prepared and sealed by either a registered land surveyor, engineer or architect, or prepared by the general contractor.
- 3) Soil Erosion and Sedimentation Control Plan. Soil erosion and sedimentation plan that incorporates the Soil Erosion Control Plan established by Developer and must include a soil survey.
- 4) Drainage, Grading and Site Plan. This must indicate topography and proposed plans for handling of on site drainage, including but not limited to, sump pump discharge, gutter drains, driveway drains, ditches, swales, sedimentation basins or berms; and must show physical features such as existing plant life, tree group, creeks, etc.
- 5) Copies of all Permits, Plans and Design. Copies of all permits, plans and design relating to the construction of a sanitary septic system.

The Architectural Control Committee may refuse to grant permission to construct, place or make any requested improvement, when or if:

- 1) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions; or
- 2) The design, color scheme or construction materials of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
- 3) The proposed improvements, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of the other Owners; or
- 4) The proposed improvements, or any part thereof, would in the opinion of the Committee be not to the liking of the Committee.

The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Subdivision.

The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. Should the Committee fail to act within the specified time, the requirements of this Article shall have been automatically waived and the Owner's plans shall be deemed to have complied with all requirements hereof. One copy of all submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for the disapproval.

Neither the Committee nor any member or agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto, nor liable for damage resulting from structurally deficient buildings or from flooding due to heavy rainfall or other natural occurrences.

The Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

## **II. ADDITIONAL SPECIFIC COVENANTS AND RESTRICTIONS**

1. No portion of a platted lot may be re-subdivided.
2. In the event two or more contiguous lots are purchased by one owner, for the purpose of identifying side yard building setbacks, there shall be no side yard setbacks for the adjoining side lot lines of the two or more lots purchased; however, such lots shall not thereafter be separately sold if one or more buildings have been constructed to infringe upon the platted setback areas between such lots. In such case, the provisions of these covenants and restrictions with the exception of assessments shall apply thereto as a single lot.
3. No elevation of a lot shall be changed such that the new elevation results in the channeling of ground water upon any other lot. The elevation of the main floor of every residence shall not be less than Eighteen (18) inches above the elevation of the center of the roadway upon which said lot fronts. The Architectural Control Committee may reject the location of or the finish grade elevation of any structure.
4. The use of each lot shall be for one single family residence only; no commercial activity or use is permitted, including: a) any home business where business invitees come to the home or material or supply deliveries are made to the home (unless approved in writing by the Architectural Control Committee); and b) the transmission of any T.V. signals, radio signals, satellite signals, internet signals, etcetera, to any other lot in the subdivision or outside of the subdivision, unless approved in writing by the Architectural Control Committee.
5. No structure of a temporary character -- for example: trailer, camper, basement, tent, shack, garage, barn, or other outbuilding -- shall be placed or maintained upon any lot at any time as a residence, either temporarily or permanently. When the construction of any building or home or structure is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time period. No building, home or structure shall be occupied during construction.
6. All dwellings constructed on lots in the subdivision shall be erected from new materials assembled and constructed on the lot. No dwelling previously constructed elsewhere shall be moved to a lot in the subdivision. Manufactured homes, modular homes, pre-fabricated mobile homes, or other similar building methods are prohibited. For purposes of this paragraph, a "manufactured home" shall mean a structure that (i) is assembled in a factory; (ii) bears a seal certifying that it was built in compliance with the federal manufactured housing construction and safety standards law (42 U.S.C. 5401 *et seq.*); (iii) is designed to be transported from the factory to another site in one (1) or more units; (iv) is

suitable for use as a dwelling in any season; and (v) is more than thirty-five (35) feet long. [This paragraph was not amended, but remains exactly as recorded on September 26, 2006 in the original Declaration of Covenants and Restrictions for Fieldstone Manor Subdivision.]

7. All construction shall conform to the set-back lines which are indicated on the plat of the Subdivision; and all construction and all use of the lots shall conform to any and all building codes and zoning codes in effect at the time of the commencement of such construction or such use.

8. The Developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 relating to Storm Water Run-off Associated with Construction Activity. Each owner shall undertake all erosion control measures contained therein as the plan applies to "land disturbing activity" initiated by owner or owner's builders, contractors and their subcontractors and to comply with the Developer's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

9. Each one story residence shall contain 1,900 square feet or more of ground floor living area; if more than one story, such residence shall have not less than 2,200 square feet of living area. No bi-level or tri-level style residence is permitted. The roof pitch of each building shall be no less than 7/12, and each residence shall have at least two (2) or more roof offsets in addition to the main roof. All dwellings erected upon a lot shall have a garage attached to and be architecturally consistent with the house, and all garages shall be at least adequate to house two (2) standard size American automobiles. At no later time shall such automobile garage be permanently enclosed or converted to any other use.

10. Not less than fifty percent (50%) of the front facade of the ground floor level of the residence and garage shall be constructed of brick, cut stone, or other approved masonry product, unless waived in writing by the Architectural Control Committee. The Committee may permit a variance of this standard for the use of paver bricks, stone or other aesthetically pleasing uses of masonry on the lot. At the ends of the front elevation corners of homes where brick, EIFS, stone or stucco turns to meet another exterior finish materials, there shall be a minimum of 2'-0" return or wrap around of the front elevation building material along each said elevation of the dwelling. No RBB siding (plywood siding) shall be allowed on any building exterior.

11. All roof shingles shall be "dimensional asphalt" shingles, wood shakes, slate or simulated slate, or similar premium roofing material. All exterior chimneys on the front elevation of the structure facing any street must be of brick, stone, or other similar type quality material (including equivalent substitutes), and in no case shall small exterior chimneys be sided with metal. No structure shall have metal prefabricated flues or solar panels that extend above the highest roof line. Exterior construction materials and exterior construction material colors must be submitted to and approved by the Committee, prior to use. The Committee has the right to reject any exterior siding, trim, soffit or other exterior material whose appearance, in the sole and absolute judgment of the committee, does not convey strength, permanence or durability.

12. No "mound type septic systems" may be installed unless approved by the Architectural Control Committee in writing. All contractors must review the drainage for each lot prior to construction to insure that the elevation of the residence and the location and elevation of the septic system will allow the septic system to properly function with any perimeter tile that may be required. Septic systems

must be installed where the soil tests were taken by the Developer in order to assure adjoining landowners appropriate spacing and locations for adjoining wells and septic systems, unless approved in writing by the Architectural Control Committee. No well shall be located within fifty (50) feet of any property line without the approval of the Committee.

13. Every dwelling, house or other structure whose construction or placement on any lot in the subdivision is begun shall be completed within nine (9) months after the beginning of such construction. Developer, or the transferees of Developer, shall undertake the work of developing all lots included within the subdivision. The completion of that work and the sale, rent, or other disposition of the dwellings is essential to the establishment and welfare of the subdivision as an on-going residential community. In order that such work may be completed and the subdivision established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, Developer's transferees, or the employees, contractors or sub-contractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease or otherwise. Owner, upon commencement of construction of any residence, dwelling unit or other structure, which is not prohibited by this Declaration shall pursue the performance of any construction diligently and continuously until completion of the structure involved. As used in this section, the words "its transferees" specifically exclude purchasers of an individual lot or lots improved with completed residences or intended for construction at a later date by someone other than the Developer. No building shall be occupied in advance of actual installation of a water system and septic system meeting the county and state health department regulations then in force and effect.

14. All driveways shall be constructed of concrete, asphalt pavement, or pavers, shall connect to the paved roadway, and shall be installed upon completion of the house as soon as weather reasonably permits. All drainage swales located on a lot or on the road right-of-way adjoining such lot shall be properly maintained by such respective lot owner on whose lot or next to whose lot such swales are located. The owner of a lot shall be responsible for all damage caused to any buried utility service or buried drainage tile located on such owner's lot or upon the right-of-way adjoining such lot if the damage is caused by the owner or his agents or representatives, including his contractors and excavators or anyone working for or on behalf of such owner.

15. The Developer shall retain the sole irrevocable right to approve or reject the builders permitted to construct homes in the subdivision. Any approval must be in writing. Builder approval for one home does not constitute blanket approval for any other homes. It is the responsibility of the owner or the owner's builder to comply with all construction regulations contained herein. If any builder or contractor is found deficient in the performance of any of these construction requirements, the Developer or the committee reserves the right to take any corrective action necessary, including the right to deny any contractor access to the subdivision.

16. To prevent swale damage, individual lots shall be accessed only via the driveway access from the street; no other access will be permitted. The driveway location shall be marked by the surveyor, and the driveway leveled with gravel fill prior to any vehicular traffic or construction is permitted on the lot. The gravel drive shall run from the road to the foundation at the garage entry. The driveways of homes under construction and any area available for parking are to be kept stoned for access by suppliers and parking for contractor's vehicles. All vehicles shall be parked within the lot boundaries whenever possible. If the lot driveway is occupied, parking on one side of the road will be allowed. Street parking will only be allowed when parking on the lots is impossible. Construction equipment may be left on site while needed, but must be kept on the lot.

17. Each owner shall be required to keep the entire lot clean at all times. Each lot shall have a dumpster for refuse during construction. All debris and refuse shall be deposited into the dumpster. Debris is not to be allowed to accumulate on the lot. The dumpster shall not be allowed to fill to the point of overflowing.

18. The owner or owner's builder and contractor and all subcontractors shall be responsible for any and all injuries or damage to any persons or property, including loss of human life arising directly or indirectly from or in connection with work performed or to be performed under this Declaration, and shall hold the Developer harmless of any and all loss or damage from such injuries, damages, or death.

19. The owner or owner's builder and contractor and all subcontractors further agree to maintain such insurance as will fully protect Developer from any and all claims under any Worker's Compensation Act, Employer Liability Laws, and from any and all other claims or whatsoever kind and nature for the damage to property or for personal or bodily injury including death, made by anyone whosoever, which may arise from the operation carried on under this Declaration, either by the Developer, owner, contractor or subcontractor or by anyone directly or indirectly engaged or employed by either of them.

20. Each owner shall provide and maintain portable toilets on the job site at the start of excavation or as permitted by the Committee. All portable toilets shall be removed immediately upon completion of the residence. Notwithstanding the foregoing, with the written approval of the Committee, owners may share and utilize a single portable toilet for more than one job site.

21. There shall be no more than one accessory building allowed on any lot. Accessory buildings shall not exceed 750 square feet, shall not exceed 23 feet in height at the roof peak, and no side shall exceed 30 feet in length; all metal storage sheds are expressly prohibited. All accessory buildings shall have a facade and roof constructed of the same materials and having the same roof pitch as the residence so as to match the facade of the residence. However, the Architectural Control Committee may permit a pool enclosure structure as an additional building and may approve an exterior facade for that pool enclosure structure different than the facade of the residence.

22. Front and side yards are to be seeded or sodded within one (1) year after occupancy if or when the growing season permits. Although portions of a lot may be left in its natural state, the front yard of each residence (and the side yard that may face a side street) shall be landscaped in its entirety unless specifically approved in writing by the Architectural Control Committee.

23. Every improved lot shall have an exterior post light/mailbox combination unit operated by an automatic dusk to dawn sensor. The Developer or Committee will control the selection of all such combination units within the subdivision. It is the responsibility of the owner or the owner's agent to pay Developer the purchase price of the initial combination unit with the purchase of lot and to pay the Developer for all replacement combination unit purchases and to install the combination unit in compliance with this guideline. Fixture type and location shall be submitted to the Developer or Committee for review. Developer or Committee may cause the combination unit to be replaced as it determines. No lighting fixtures shall be installed that may become an annoyance or a nuisance to owners or occupants of adjacent properties. All repairs and replacements to such combination unit shall be consistent in color, quality and appearance with the original combination unit unless the advance written approval of the Developer or Committee is obtained.

24. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent, or signs of not more than 12 square feet used by a builder or Developer to advertise a lot or lots during the period of construction and sale of a residence on that lot.

25. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any lot, except in sanitary containers located in appropriate areas concealed from public view. No building debris, concrete (including concrete truck washouts), grass clippings, brush, or trees, shall be placed on any other lot by any lot owner or by a contractor. The lot owner shall provide for the prompt removal of all tree debris, including trees taken down, brush piles, and stumps which have been dug out of the ground.

26. The lots shall be kept orderly and no junk, unlicensed vehicles or machinery shall be stored or parked on or adjacent to any lot. No owner of any lot shall do or permit to be done any act upon any lot which may be, or is, or may become a nuisance, or that will cause a lot to appear in an unclean or untidy condition; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odor, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. No owner of any lot in the Subdivision shall burn or permit the burning outdoors of garbage, trash, or other like household refuse, nor shall such owner accumulate or permit the accumulation of such refuse on any lot.

27. The owner of a lot in the subdivision shall at all times maintain the lot, real estate and improvements in such a manner as to prevent the lot and improvements from becoming unsightly, and specifically such lot owner shall (a) mow and otherwise tend to the landscaping on the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds; (b) cut down and remove dead trees; (c) remove all debris and rubbish and prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the lot or subdivision; and (d) keep the exterior of the improvements in such a state of repair or maintenance as to avoid the improvements from becoming unsightly.

28. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than three (3) pets consisting of dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Dogs, cats, or other household pets shall not be permitted to roam loose but shall be either tied or fenced appropriately so as to prevent them from leaving the lot of their owner. The owner of any animal causing injury or damage to person or property shall be liable for such damage. All lot owners shall take every step necessary to prevent dogs from bothering neighbors by barking during the day or at night; if lot owner cannot control the barking of his dog or dogs, then the dog must be removed from the subdivision by the lot owner.

29. The homeowner shall insure that all persons occupying the premises and all visitors and guests are courteous and considerate to neighbors, and engage in no disruptive activities such as loud noise, loud parties, etcetera. Nothing shall be done or maintained on any lot which may be or become a nuisance to the neighborhood.

30. No motor vehicle, truck, recreational vehicle, boat, trailer or motorcycle shall be permitted to be stored or parked on any lot for more than 48 hours unless it is housed within a fully enclosed, permanent building.

31. No portion of any lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a lot.

32. No tank for the storage of any type of fuel or gasoline shall be maintained above or below the surface of the ground. No wood or corn burning furnace or wood or corn burning boiler is allowed on any lot or in any residence in the subdivision because of the frequent presence of smoke.

33. No fence, hedge, wall or other dividing instrumentality shall be erected, constructed or maintained on any lot, except in the rear yard only (no fences shall be permitted to extend closer to the street than



the dwelling structure) and then not to exceed four (4) feet high in height, measured from the ground on which it stands. All allowable fences must first be approved by the Committee. The Committee shall have the sole discretion to make binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review so long as they are made in good faith. This provision shall not apply to nor prohibit fences erected by the Developer along the subdivision boundaries or easement areas. No fence shall be chain-link or cyclone style fence material.

34. No television antenna, radio antenna, CB antenna, or satellite dish antenna may be installed on the residence or any place on the lot unless it is installed:

- a) On the rear side or rear roof of any building on the lot;
- b) In the rear yard of the residence;
- c) On the side roof, side of the building, or side yard, provided that said side is not the side of a corner lot facing a street.

No radio/TV/CB tower shall be allowed, and no satellite dish shall exceed 1 meter in diameter.

35. No above ground swimming pool shall be permitted on any lot in the subdivision. The design of any in-ground swimming pool and any accessory building shall be subject to the prior written consent of the Committee. All approved in-ground pools shall be continuously fenced, surrounding said pool with a fence, with an outside locking gate, in height to comply with all building codes or protected with a State of Indiana approved pool cover. Swimming pools should be designed with adequate buffers to minimize impact on adjacent lots. When fencing around a swimming pool is required, the area fenced shall be no larger than necessary to adequately define the pool area.

36. No improvement which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than three (3) months from time of such destruction or damage.

37. Specific lot restrictions:

- a) The lot owners of Lots 17, 23, 27, 28 and 38 shall not remove any spruce trees which have been planted alongside the various ponds, without the prior express written consent of the Committee.
- b) The lot owners of Lots 17, 27 and 28 are prohibited from removing the fence currently located thereon. The owners of Lots 17, 27 and 28 are required to maintain and repair such fence upon their respective lots, and must replace the same with a similar type fence, should the fence become damaged beyond repair.
- c) The lot owner of Lot 38 shall permit the Developer or an appointee of the Architectural Control Committee to maintain the sign and the street lights located on said lot.

38. Each owner shall, at owner's sole cost and expense, maintain and repair owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

**III. EFFECTIVE PERIOD AND RENEWAL**

The foregoing restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these Covenants shall be recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

**IV. AMENDMENTS**

This Declaration may be amended, modified or terminated at any time and from time to time upon the execution and recordation of an instrument executed by owners holding not less than two-thirds (2/3) of the lots, provided that so long as Developer is the owner of any lot or any property affected by this Declaration, said amendment shall not be effective without Developer's express written joinder and consent.

**V. INVALIDATION**

Invalidations of any one of the foregoing covenants or restrictions (or any part thereof) by judgment or court orders shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect.

**VI. ENFORCEMENT**

The right to enforce these provisions 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 dedicated to the several owners of the several lots in this subdivision and to their successors and assigns. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain the violation or to recover damages, or both. If a court determines a violation exists or has existed, then such court may award litigation and enforcement costs and attorney fees against said violator.

The Developer has no personal liability, obligation, or responsibility to enforce these Protective Covenants and Restrictions, or any part thereof.

The failure to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

WITNESS our Hands and Seals this 3rd day of July, 2008.

**LUDAN DEVELOPMENT, LLC**

By: Daniel E. Walstra  
**Daniel E. Walstra, Authorized Member**

By: Laura J. Walstra  
**Laura J. Walstra, Authorized Member**