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2011R-003704

PATRICIA A BROOKS

WARRICK COUNTY RECORDER

RECORDED AS PRESENTED ON

05/12/2011 10:18 AM

REC FEE: 30.00

PAGES: 10

CONDITIONS, RESTRICTIONS, RESERVATIONS
AND PROTECTIVE COVENANTS FOR LOTS 1 THROUGH 7,
INCLUSIVE, OF VANN RIDGE SUBDIVISION

The undersigned, Maken Corporation, an Indiana Corporation, being the Owner of the lots and land comprising a subdivision known and designated as Vann Ridge Subdivision located in Warrick County, Indiana, recorded as Instrument No. 2011R-003703 in the Office of the Recorder of Warrick County, Indiana, does hereby impose the following conditions, restrictions, reservations and protective covenants, upon the lots within said Subdivision, to-wit:

1. Definitions.

a. "building plot" shall mean a building site for the construction of a dwelling which is less than an entire lot.

b. "covenants" shall mean the conditions, reservations, restrictions and protective covenants imposed by this instrument upon the real estate comprising Vann Ridge Subdivision as platted.

c. "dwelling or dwelling house" shall mean a house designated and utilized for occupancy and use by a single family.

d. "lot" shall mean a lot within Vann Ridge Subdivision as platted.

e. "structure" shall mean and include any and all improvements of every kind and nature, including but not being limited to dwellings, garages, guest houses, swimming pools, green houses, garden shelters, satellite dishes, buildings to shelter pets, driveways, fences and buildings for the storage of vehicles, equipment and tools.

f. "subdivision" shall mean Vann Ridge Subdivision as platted.

g. "Subdivision Developer" or "Developer" shall mean Maken Corporation, or its designee, or any person or entity to which it assigns its rights under these Covenants as the Subdivision Developer.

2. Permitted Structures. All lots and building plots in said subdivision shall be known, described and used as residential lots only and shall not be used for any business, commercial or industrial purposes. No structure shall be erected placed or permitted to remain on any building lot other than One (1) single-family dwelling with a minimum attached two (2) car garage and/or one (1) detached structure which can be a pole barn. Construction of a dwelling on more than one (1) lot or upon less than a full lot may only be permitted with the Subdivision Developer's prior written approval.

3. Size and Type. Regulations governing the size and type of building are as follows:

a. Any one story dwelling house shall consist of not less than One Thousand Eight Hundred (1,800) square feet of living space excluding garages, carports, and porches;

b. Any two-story or story and a half dwelling house shall consist of not less than Two Thousand Two Hundred (2,200) square feet of living space excluding garages, carports, and porches;

c. Any bi-level dwelling house shall consist of not less than One Thousand Eight Hundred (1,800) square feet of living space on the upper level, excluding any porches or balcony;

d. Any tri-level dwelling house shall consist of not less than One Thousand Eight Hundred (1,800) square feet of living space in the combined second level and third level of such dwelling;

e. All roofs shall be a minimum of 6 to 12 pitch;

f. No structure may be moved onto any Lot. All structures erected upon any lot must be newly constructed;

g. Construction of a detached garage and/or pole barn behind rear of the house will be permitted with prior written approval by the Developer. Pole barn or garage to be no wider than 50' with narrow end facing the road.

h. No modular homes or trailers may be placed upon any Lot.

4. Composition. One story dwellings constructed in this subdivision are to be constructed of brick, stone, Pre-cast stone veneer or cultured stone with wood, aluminum or vinyl trims not to exceed twenty percent (20%) of exterior wall

surface. No wall consisting entirely of aluminum or vinyl will be permitted. Two-story and 1-1/2 story dwellings are to be constructed of eighty percent (80%) brick or stone on lower level. With aluminum, wood or vinyl trim not to exceed 50% of exterior wall surface of the entire dwelling. Concrete block walls or concrete foundation will not be allowed to show upon the external view in any dwelling house. If dryvit or durock is used on any home, it may cover one hundred percent (100%) of the wall surface. With prior written permission from the Developer, as much as eighty percent (80%) of an exterior wall surface may consist of wood, aluminum or vinyl.

5. Footings. Notice is given to all property owners that Vann Ridge Subdivision lots are located upon reclaimed stripper ground and owners will need to enlarge footing requirements from the State Building Code minimums. The minimum footings for residences constructed in the Subdivision shall be not less than as follows:

Footings shall be at least 24 in. wide and 14 in. thick with 3# 5/8 rebars 2 in. from bottom and 2# 5/8 rebars 2 in.-3 in. from top. All bars shall be set on chairs to insure proper location in footings. Whenever possible, all footings shall be on one level with bearing walls and outside walls tied together.

No residence shall be constructed in the Subdivision with footings that are less adequate than the minimum set forth here.

The Developer does not warranty or guarantee that such minimum footings will be adequate for any particular residence. It shall be the responsibility of each owner and of any contractor, engineer or architect involved in the design or construction of a residence upon a lot within the Subdivision to determine whether such minimum footings are adequate for the residence being constructed and to perform any testing evaluation necessary to such determination.

6. Driveways. The driveway surface minimally shall be gravel, sufficient in width and length to prevent mud or any other debris from being deposited on the road and completed within 180 days from the issuance of a certificate of occupancy.

7. Front Yards. All homes on Lots 4 through 7 to sit 135' off property pins. No basketball goals, swing sets, portable or fixed, accessory structures, or fences shall be positioned closer to the street than the front building line of homes, with the exception of one (1) driveway per lot.

8. Construction Process. The construction of any dwelling, together with landscaping, shall be completed within one (1) year from the date of commencement of such construction of said dwelling, provided that the

Subdivision Developer may extend the time for completion of construction due to causes beyond the reasonable control of the contractor.

No construction activities shall commence or be permitted to continue unless the contractor shall have provided on site a six (6) cubic yard, or larger, dumpster in which to confine trash and refuse.

Each Owner shall require his builder or contractor to confine all building materials, equipment and excavated soil within the boundaries of the Owner's lot and to exercise good erosion control in accordance with the Indiana Handbook for Erosion Control in Developing Areas practices. Straw bale dams, silt fences or the equivalent thereof, for runoff control during construction shall be used, if necessary, and all streets and roads shall be kept free of transported soil. Any job site and roadway in front of the lot shall be kept clean and free of debris at all times.

The Developer shall have the right to compel removal of mud, debris or other materials from roadways by the delivery to the Owner of a lot in violation of this paragraph a written notice explaining the action to be taken to correct the violation. If the Owner fails to correct such condition within twenty-four (24) hours of receipt of such notice, the Developer shall have the right to correct such condition and the Owner of the lot in violation shall upon demand reimburse the Subdivision Developer for the expense incurred in correction of the condition. If reimbursement is not made immediately upon demand, the Developer shall have the right to halt all construction upon the lot in violation until reimbursement is paid.

Within a reasonable time after the completion of construction the lawn of the lot shall be graded, seeded and mulched and good turf shall be established and thereafter maintained.

Lots adjoining the job site shall not be used for the storage of construction equipment, vehicles or materials, or for any other purpose in connection with the construction activities on the job site. The Owner and the Owner's contractor, if any, shall immediately correct any damage done to the surface of any adjacent lot or any vegetation thereon and institute appropriate erosion control practices immediately upon request by the Developer.

In the event that a contractor is in violation of the requirements of these restrictive covenants applicable to construction activities, the Developer shall have the right to enter upon any lot in the Subdivision and halt all construction activities until such violation is remediated.

9. Easements. Strips of real estate of the width shown upon the recorded plat of the Subdivision and identified for the installation and maintenance of utilities and drainage facilities by the designation P.S.S.E, W.E., R.P.U.E., D & UG.P.E., D.E.P.U.E, D. & UG.R.P.U.E. and LM. & S.D.E., or otherwise are

reserved for the installation, use and maintenance of any and all sewers, public utilities and drainage facilities, including but not limited to the installation of water, sewer, gas and electric facilities and drainage facilities, above or below ground, all subject at all times to the rights of the proper authorities. The ownership and use of any Lot within the Subdivision is subject to such rights and easements as set forth upon the recorded plat of the Subdivision.

No structures or other improvements shall be erected or permitted to remain within any of said easement which shall in any way damage or interfere with the intended installation, use and maintenance of such easement.

10. Lakes. The Owners of Lots upon which any portion of the lakes in the Subdivision is located shall be financially responsible to and shall maintain that portion of the lakes located upon their respective lot by:

- a. Mowing grass, controlling weeds and keeping the same free from all trash, debris and obstructions to the flow of water;
- b. Keeping the channels and shorelines of such lakes free of erosion;
- c. Preventing all persons or parties from causing any unauthorized alterations, obstructions or detrimental actions from occurring to the lakes which lies upon such Owner's property.

The Developer shall have the right, but not the obligation, to mow and maintain all shorelines (until all of the Lake Lots are sold and conveyed by Developer to others).

No easements are provided to permit access to the lakes from any lots other than the lots upon which such lakes are located. Accordingly, the use of such lakes is limited to the owners of lots upon which such lakes is located and their respective families, guests and invitees.

11. Lake Lots. The Lake is reserved for the sole and private use and benefit of the Owners of Lake Lots, being Lots which adjoin and/or lie under portions of such Lake, and their respective families and guests.

The owner of each Lake Lot shall mow the grass to the water line on that particular Lot, and maintain, at such Lake Lot Owner's expense, a clean and uncluttered waterfront and shoreline. In providing such maintenance, the original shoreline shall not be changed by the removal of sand, dirt, gravel or other material of which the shoreline is formed. No Lake Lot Owner shall be permitted to fill in the water upon such Lake Lot, thereby changing the shoreline or contour of the Lake bed from its' original design.

12. Use of Lake. Access to the Lake shall be from each Owner's particular Lake Lot. No access to the Lake shall exist in favor of a Lake Lot Owner across any lot other than his or her own. No access to the Lake may be sold, leased, rented or otherwise transferred to any other person by the Owner of a Lake Lot separate from the sale of the entire Lake Lot.

Ownership of a Lake Lot shall automatically include a non-exclusive easement for the Owners of a Lake Lot and their families and guests to enter upon the entire waters of such lake and to use the same for reasonable recreational purposes, subject to these restrictions, rules and regulations adopted by the Developer or the Owners of Lake Lots, for recreational purposes only, including without limitation, boating utilizing non-motorized boats, fishing and swimming. Such non-exclusive easement shall exist in favor of the Owner of each Lake Lot and the respective families and guests of the Owner. Lake Owners must accompany families and guests of the Owner. Lake Lot Owners must accompany their guests when the guests are engaged in the use of such lake.

Boat docks, diving boards, swimming rafts or platforms shall not be permitted in the Lake without the Developer's prior written approval before the Developer has sold and conveyed all of the Lake Lots to others.

There shall be no usage of any motor powerboat that can expel any oil or gas products upon the Lake. No more than one (1) boat per Lake Lot shall be permitted upon the Lake at any time. The piping of water from the Lake to any Lot within the Subdivision is prohibited.

The use of the Lake shall also be subject to and governed by any additional rules or regulations that may be promulgated by the Developer in its' sole exercise of discretion. After all of the Lake Lots have been sold and conveyed by the Developer, the rules and regulations governing the usage of the Lake shall be determined by a majority of the Owners of the Lake Lots voting one (1) vote per Lake Lot.

Any use of the Lake by Owners of Lake Lots, or their families or guests, or any other persons, shall be at the sole risk and liability of the Owners of the Lake Lots rather than the Developer. The Owners of Lake Lots agree to indemnify and hold harmless the Developer from any and all liability, obligation, indebtedness, cost, expense, attorney fees or judgments arising from or in any way connected with any use, whether authorized or unauthorized, of the Lake.

13. Hazardous Substances. It shall be the responsibility of all lot Owners to use only E.P.A. approved products on their lawns, shrubs, etc. No motor oil, paint or other hazardous substances shall be permitted to be discharged onto the ground or lakes so as to create an environmental impact on surface runoff.

14. Nuisances. No noxious or offensive activities 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 Owners of lots within contiguous developments. No lot shall be used for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition nor shall any substance or material be kept upon any lot that will emit noxious odors or that will cause any noise which might disturb the peace, quiet, comfort or serenity of the Owners of lots within contiguous developments.

15. Prohibited Residences. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot in the subdivision, or any part thereof at any time as a residence, either temporary or permanent.

16. Parking. No camper, boat, motor home, trailer, recreational vehicle, tractor, mowing machine or other similar vehicles or equipment, shall be habitually parked or located upon any Lot within the Subdivision, unless within an enclosed garage. Every Owner of the Lot shall provide adequate facilities for off street parking for all vehicles and recreational vehicles and equipment. No vehicle or other equipment shall be regularly or habitually parked on any street within the Subdivision. No semi-tractors, panel trucks, or work trucks larger than a passenger van shall be habitually parked on any street, lot or driveway within the Subdivision.

17. Waste Disposal. All lots shall be free of garbage, sewage, ashes, rubbish, bottles, cans, waste matter and other refuse. Trash, garbage or other waste or debris accumulated by the Owner of any lot shall be kept in sanitary containers out of sight and shall be disposed of in a timely manner.

All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and in such manner and location as to avoid an unsightly appearance within the Subdivision.

18. Fuel Tanks. No above ground oil, gas or other fuel tank or storage tank, other than those used in connection with portable gas grills, shall be placed on any lot or in the basement or garage of any dwelling or other building.

19. Signs. No signs shall be permitted in the Subdivision, except:

- a. Signs by the Subdivision Developer to advertise the development of the Subdivision;
- b. Signs advertising the sale of a particular dwelling or lot;
- c. One (1) signs on any one (1) lot which may include all or any part of the following: Designation of the lot number; the

name of the owner, purchaser or occupant; or the lot number and address.

20. Animals. Except for dogs, cats, caged birds and aquariums which may be kept on a lot (provided that they are not kept, bred or maintained for commercial purposes), no other animals, livestock, fowl, reptiles, amphibians or honey bees of any kind shall be kept or permitted in the Subdivision. Any pet so permitted in the Subdivision shall not be allowed to run loose in the Subdivision and must remain on the lot of its Owner or be on leash or otherwise restrained.

21. Mowing and Debris Removal. It shall be the responsibility of all lot Owners to keep the lot mowed and free of debris. No grass clippings, dead shrubs or any other waste or debris will be permitted to be placed on any vacant lot. The Developer shall have the right to remove such waste or debris and the Owner of the Lot from which such waste or debris originates shall pay to Developer upon demand Developer's cost of such corrective action.

22. Duty to Comply. Each Owner shall require all contractors engaged in construction activities upon the Owner's lot to conform to the requirements of these restrictions. If an Owner and/or contractor should engage in repeated violations of these restrictions, the Developer shall have the right to enter onto the lot and halt construction activities until the current violation is corrected and all of Developer's expenses in connection with any such violations are reimbursed in full. The Owner shall indemnify and hold harmless the Developer from any liability, loss or damage occasioned by such an interruption of construction activities.

23. Sewer Disposal. Private waste disposal systems have been approved for this Vann Ridge Subdivision, however, the type and size of the onsite sewage disposal system for each Parcel in this Vann Ridge Subdivision will be determined by the Warrick County Health Department. These systems will comply with Regulation 410 IAC 6-8.1 as set down by the Indiana State Board of Health and Warrick County Ordinance #1985-15. This Ordinance regulates the installation, construction, maintenance and operation of private sewage disposal systems and provides penalties for violations. Diagrams of these systems are available at the Warrick County Health Department, Boonville, Indiana. Only One (1) sewage permit shall be issued per parcel. The approved sites for the private waste disposal systems are as shown on the plat. Any site other than those shown as "approved area:" must be approved by the Warrick County Health Department to regulate the placing of the system with designated approved sites and will not be the responsibility of the Warrick County Area Plan Commission.

24. Invalidation. Invalidation of any of the foregoing protective covenants, conditions or restrictions by judgment or order of the court shall in no way affect any of the other covenants, restrictions, reservations or conditions, all of which shall remain in full force and effect.

25. Binding Effect and Amendment. These restrictions, protective covenants, reservations and conditions are to run with the land and shall be binding on all parties and persons claiming under them for a period of Twenty-five (25) years from the date of the recording thereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless any instrument for successive periods of Ten (10) years, unless any instrument signed by a majority of then Owners of the land within the Subdivision has been recorded agreeing to change any covenant in whole or part.

26. Enforcement. Each and all of the protective covenants, restrictions, reservations and conditions contained herein shall run in favor of and inure to the benefit of the Owners of lands included within said subdivision jointly and severally, and may be enforced by them or by any of them in any court or competent jurisdiction by injunction and or other appropriate remedy. The party adjudged to have violated any of said restrictions shall be liable to the aggrieved party for reasonable attorney fees, which shall be fixed by the court hearing said matter. The Owner of any part of the Subdivision and the Developer shall have the right to enforce said protective covenants, conditions, restrictions and reservations without proof of pecuniary damages to his own property in said Subdivision.

27. Acceptance upon Conveyance. The Acceptance of a conveyance of any lot or land in this Subdivision by any person or persons shall be construed to be an acceptance and affirmance by such person or persons of all protective covenants, restrictions, reservations and conditions set out herein, whether or not the same be set out in such conveyance.

28. Adjustment of Lot Dimension. The Developer shall have the right to change, alter, adjust or readjust the dimensions of any lots within the Subdivision owned by the Developer and to replat any portion of land owned by the Developer within the Subdivision. Each Owner, by the acceptance of a deed on conveyance of a lot within the Subdivision, consents to the right of the Developer to make such changes, alterations, adjustments and readjustments and to any replatting and waives any right said Owner may have or claim to object thereto. Any lot Owner petitioning for a zoning variance to construct an improvement nearer to his property line than is permitted by the original plat, the Conditions, Restrictions, Reservations and Protective Covenants shall be required to obtain written approval from the immediate adjoining property Owners to such lot but need not obtain written permission from all of the lot Owners in the Subdivision. No lot Owner shall have the power or authority to grant any easement or right of access (ingress and egress) or to adjust lot lines without the prior written consent of the Developer.

29. Amendment During Development Period. The Subdivision Developer shall retain the right to amend these conditions, reservations, restrictions and

covenants contained herein until eighty-five percent (85%) of the lots of the Subdivision as described in the first paragraph of this document are sold. The Developer shall also have the right and power to replat any portion of the Subdivision still owned by the Developer to adjust lot lines, change easements, or relocate facilities without have to obtain the consent of the Owners of other lots within the Subdivision, each of such Owners being deemed to have consented thereto pursuant to these Covenants by acceptance of a deed to a lot.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."

Daniel Ubelhor

MAKEN CORPORATION

By:

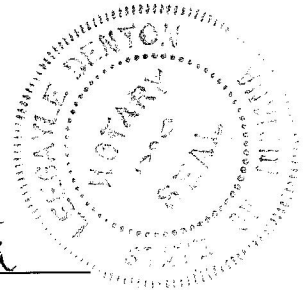
Daniel Ubelhor
Daniel Ubelhor, President

STATE OF INDIANA)
) ss:
COUNTY OF WARRICK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel J. Ubelhor, known to me to be the President of Maken Corporation, an Indiana corporation, who caused the execution of the foregoing Restrictions for and on behalf of the Corporation and who, having been duly sworn, stated that the representations herein contained are true.

WITNESS my hand and Notarial Seal this 4th day of May, 2011.

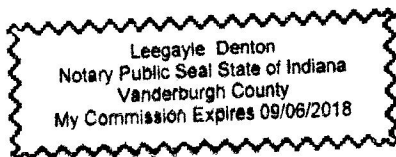
Leegayle Denton
Notary Public



My Commission Expires:

9/6/2018

LEEgayLE DENTON
Notary Name Printed



Notary Public is a resident of
VANDERBURGH County, Indiana.

This instrument prepared by Daniel Ubelhor.