

## RESTRICTIONS AND PROTECTIVE COVENANTS FOR STONEHEDGE EAST & WEST, A RESIDENTIAL SUBDIVISION

- 1) RESIDENTIAL LOTS: all lots in said subdivision shall be know and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single, private, family dwelling and one private garage, except as herein otherwise provided. All garages shall be designed and constructed of the same material as the dwelling and shall conform to same architectural design, and shall not be used as living quarters.
- 2) BUILDING LINES: No building structure may be erected on any lot nearer the street line, than indicated by the building set-back lines on the face of the plat. A sideline clearance of 10 percent of width of lot at building set-back line between lot line and building foundation shall be maintained. All projections shall be construed as a part of the dwelling and must be constructed within the building lines.
- 3) MINIMUM FLOOR SPACE: No dwelling shall be placed or erected on any lot which has a livable floor space of less than 1200 square feet. Dwelling of two (2) stories or story and one-half (1 ½) shall have a minimum livable floor space of eight hundred (800) square feet on the first floor level, not including porches and breezeways. In the instance of tri-level houses to be built on any of the lots herein restricted, it is specifically now set forth that the minimum total livable floor space of 1200 square feet shall be on the ground and upper level.
- 4) LOT SIZE: No lot shall be reduced in size by any method whatsoever without the prior written consent of the Grantor or its duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat.
- 5) TREES AND SOILS: No surface soil shall be dug or removed from any lot for purposes other than building and landscaping on said lot, without the prior consent of the Grantor or is duly authorized representatives.
- 6) NUISANCES: No noxious or offensive activity shall be carried on upon any lot.
- 7) TEMPORARY STRUCTURES: Trailers, tents, shacks, barns or any temporary buildings of any design whatsoever are expressly prohibited within the Subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which will be removed from the premises on completion of the building.
- 8) SIGNS: No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than three square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use. Grantor reserves the right, however, to maintain at least two large signs at main access to the property to advertise the subdivision in its entirety. Platter may allow at his sole discretion, one sign of modest size, and in good taste, setting out the occupation or profession of the owner of the lot; but in no event shall

such sign invite the public to do business on the premises, or have advertising matter thereon.

9) **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that cats, dogs, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

10) **REFUSE:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

11) **RAPID COMPLETION:** The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than one year, the Grantor is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at its discretion, and in either event, the expense incurred shall be charged against the owner's interest therein and shall be a lien upon said lands and premises.

12) **NON LICENSED VEHICLES:** No non-licensed or non fully operable motor vehicles shall be kept, placed or stored on any part of the lands of the subdivision for a longer period of time than 10 days.

13) **PLAN APPROVAL:** The Grantor herein, its successors and assigns shall have the authority to approve or disapprove plans and specifications and otherwise guide the development of the subdivision as planned and restricted herein, to the end that construction shall conform to the general nature of this subdivision.

No building, fence, wall or other structure or construction, grading, land clearing or work of any nature whatsoever, shall be commenced, erected, or maintained on any lot nor shall any addition to or changes or alteration therein be made except interior alterations, until the plans and specifications shall have been approved in writing by the Grantor or its authorized agent.

The Grantor shall have the right to refuse to approve any such plans and specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons and which do not comply in every respect with restrictions set forth herein. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration suitability of the proposed buildings or other structure to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.

It is understood that the purpose of this paragraph is to cause the subdivision to develop into a beautiful, harmonious, private, residential section. The Grantor may, in the exercise of its discretion as indicated above, permit the erection of such appurtenances, for example, swimming pools, green houses or tennis courts.

14) **CONSTRUCTION CLEAN UP:** All unused building materials and temporary construction shall be removed from the subdivision within sixty days after substantial completion of the construction. The portion of the surface earth which is disturbed by excavation and other construction work shall be finish-graded and seeded or covered with landscaping as soon as the construction work and weather permits.

15) **ABATEMENT OF VIOLATIONS:** Violations of any condition or restriction or breach of any covenant herein contained, shall give the Grantors, in addition to all other

remedies, the right but not the obligation to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provision hereof, and the Grantor shall not thereby become liable in any manner for trespass, abatement or removal.

16) DURATION: These restrictions are to run with the land and shall be binding on the Grantor, its successors and assigns and upon any other person or persons or other entities owning or claiming any right, title or other interest in any of the lands herein described, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration and the restrictions herein shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said restriction in whole or in part.

17) ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction, either to restrain violating or to recover damage, or by any other complaint, action or remedy permitted by law; the institution of any action shall not constitute a waiver or preclude or bar any other remedy or right of action.

18) ASSIGNMENT: Any or all of the rights, powers and obligations, title, easements and estates reserved or given to the Grantor herein, may be assigned to any corporation or association composed of three (3) or more persons who will agree to assume said rights, power, duties and obligations and carry out and perform the same; any such assignment or transfer shall be made by appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers and such assignee or transferee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein are given to the assumed by the Grantor herein, and Grantor thereupon being released therefrom. When all of the lots in said Subdivision have been sold by the Grantor herein, upon the demand of the Grantor herein a corporation or association of the owners of lots in said plat shall be formed which shall assume such rights, powers, duties and obligations and carry out and perform the same, and the Grantor herein thereupon shall be released. Such corporation or association, when formed, may be a majority vote, combine with any other corporation or association of owners of lots in any adjoining subdivision and the resultant corporation or association shall have all of the rights, powers, duties and obligations hereby given to the corporation or association first described in this paragraph.

19) SEVERABILITY: In the event of any part or provision of the restrictions contained herein shall be held ineffective or invalid for any reason, by waiver, judgment, decree or other court order or otherwise, all other parts and provisions of these restrictions shall nevertheless continue to remain in full force and effect.

20) SOIL EROSION CONTROL: Grantee shall implement soil erosion and sedimentation control measures to comply with 327 IAC 15-5, to the satisfaction of the Indiana Department of Natural Resources, Division of Soil Conservation.

21) DRIVEWAYS: All driveways on all lots in said subdivision shall be paved with concrete or asphalt.

22) RIGHT TO AMEND RESERVED: The Grantor does hereby reserved the right to amend and add to the restrictions herein contained and such right and reservation shall continue for a period of five (5) years from and after the date hereof.