

## RESTRICTIONS AND PROTECTIVE COVENANTS

1) **PLAN APPROVAL:** The Grantor herein, its successors and assigns shall have the authority to approve or disapprove plans, specifications and grading plans, and otherwise guide the development of the subdivision to the end that construction shall conform to the general nature of this subdivision. In so passing upon such plans, specifications and grading plans, the Grantor shall have the right to take into consideration: suitability of the proposed structures to be built on the site, aesthetics, the harmony thereof with the surroundings and the effect of the proposed structures on the outlook from adjacent or neighboring property. 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 is authorized agent.

2) **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.

3) **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.

4) **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.

5) **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.

6) **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.

7) **ASSIGNMENT:** Any or all of the rights, powers and obligations, title, easements and estates reserved or given or 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. 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 obligation and carry out and perform the same, and the Grantor herein thereupon shall be released. Such corporation or association, when formed, may by 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.