

Shelby Co.

9903987 04/27/1999 03:04P 1 of 1

D. Lynn Bass, Shelby County Recorder

0002316 04/06/2000 03:07P 1 of 1

D. Lynn Bass, Shelby County Recorder

Recorded to add must build a 2 car garage

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUBURN VALLEY**

THIS DECLARATION, made this 27 day of April, 1999 by Terry C. Johnson and Angela K. Johnson, husband and wife, hereinafter referred to as the "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain real estate in Shelby County, Indiana, which real estate consists of Thirty-six (36) tracts and is more particularly described in Exhibit "A" (showing legal descriptions of said tracts) and Exhibit "B" (showing drawing of said tracts) attached hereto and incorporated herein;

NOW, THEREFORE, Declarants hereby declare that all of the real estate described above will be held, sold, and conveyed as separate building lots of approximately 3 to 7+ acres in size, subject to the following restrictions, covenants, and conditions, which are established for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding upon all parties and persons owning tracts of the above-described real estate or claiming under them.

1. Residential and Limited Agricultural Use

The above-described real estate and any tracts of real estate apportioned therefrom are hereby restricted to residential usages and the limited agricultural use of growing crops. All buildings and structures shall be of permanent nature and construction.

- (a) Nothing shall be used as a residence on any lot, either temporarily or permanently, except a dwelling approved as provided in these covenants, and then only after the exterior of said dwelling is fully finished.
- (b) No illegal activity shall be carried on upon any lot. Owners and residents shall at all times be considerate of their neighbors.
- (c) Pets, livestock, and fowl may be kept on any lot for non-commercial purposes, provided that they are at all times either confined to that lot or restrained by a leash or reins.
- (d) No firearms of any kind, including archery equipment, shall be fired on any lot, except at a

target equipped with a backstop sufficient to intercept and retain all shots fired, including those which miss the target.

2. Residences

All residences constructed on the real estate shall be designed for single family dwelling, and shall not be permitted unless the enclosed area, exclusive of carport, garage, or open porch, conforms to the following square footage requirements:

- (a) Ground floor area of the main structure shall be not less than 1500 square feet for one story dwellings. A 2 car garage must also be built.
- (b) Ground floor area of the main structure shall be not less than 1000 square feet for a dwelling of more than one story.
- (c) Dwelling may be built which bear a seal certifying that dwelling is built in compliance (Ordinance 96-2205, passed 4/1/96)
- (d) No pressed board material of masonite type or vertical aluminum siding shall be used on the exterior construction of any dwelling.
- (e) No single wide or double wide mobile homes may be placed on any lot.

3. Division of Tracts

No tract or lot in the above-described real estate shall be divided or subdivided without prior written consent of all the owners of the tracts or lots contained in the above-described real estate.

4. Easement

(a) Easement for Ingress and Egress The undersigned declarant hereby provides and creates a permanent and perpetual right of way and easement, a roadway for ingress and egress over and across said strip and land adjacent to said strip for the purpose of exercising the rights and easements herein granted. Said easement is more particularly described in Exhibit "A"

Declarant warrants that no structure or building, except driveways or streets shall be erected upon said easement. The owners of any tract which utilizes the roadway for ingress and egress purposes shall each be responsible for an equal percentage of the cost of the maintenance and upkeep of the above described

easement. (See attached Maintenance Agreement)

Any damage to the drive as a direct result of Construction traffic will have to be repaired by the Contractor or the Property Owner having created the damage.

A setback of 120 feet from the centerline of aforesaid easement as well as the centerline of County Road 900 South has been established by declarant. Except lots 12, 13, 14, and 15 shall have a setback of 80 feet.

- (b) No obstructions except culverts under drives and necessary utility features shall be placed in or permitted to remain in area designated as ingress-egress easement.

5. Tract or Lot Maintenance

- (a) No sign of any kind shall be displayed to the public view on any lot except A) One sign of not more than two square feet identifying the property by name and/or address B) One sign of not more than one square foot identifying a business located on the property C) One sign of not more than five square feet advertising the property for sale or rent, and D) One sign of not more than five square feet used as advertisement by builders during the construction and sale period or during subsequent remodeling and repair.
- (b) Inoperative motor vehicles may not be stored on any lot unless they are enclosed in a garage or storage building.
- (c) That portion of natural waterways through a lot shall be maintained by the owner of that lot.
- (d) No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All incinerators, compost bins, or other equipment for the storage or disposal of such material shall be located behind the rear elevation of the dwelling and shall be kept clean and in sanitary condition.

6. Building Committee

- (a) No building, fence or wall shall be erected, placed or externally altered on any lot until the builder's construction plan, specification and plot plan have been approved by the building committee as to conformance with these covenants.
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Approval shall be as provided;

- (b) The building committee shall initially be composed of the developer and the two other members appointed by him. 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 or the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw powers and duties from the committee or restore powers and duties to it.
- (c) The building committee's approval or disapproval as required in these covenants shall be in writing. In the event, the committee or its designated representatives, fail to approve or disapprove within (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenant shall to have been fully complied with.

IN WITNESS WHEREOF, the parties hereto have set their hands this 27 day of April, 1999.

Terry C. Johnson
Terry C. Johnson

Angela K. Johnson
Angela K. Johnson

Prepared by: Mark W. McNeely, Attorney at Law

MAINTENANCE AGREEMENT FOR AUBURN VALLEY

THIS AGREEMENT, is entered into by and between Terry C. Johnson and Angela K. Johnson, hereinafter referred to as "Declarant", under the following terms and conditions and for the following consideration:

1. That the parties hereto acknowledge that owner owns certain real estate in Shelby County, Indiana, which is described in Exhibit A which is attached hereto and made a part hereof.
2. That the aforementioned real estate contains an ingress-egress easement which serves properties owned by owners of said lots.
3. That it is to the mutual benefit of the parties hereto that the Owner maintain the easement which is a part of the real estate described in Exhibit A.
4. Developer will provide and maintain access road for a minimum of 5 years or until all lots are sold, whichever occurs first. Road will then be maintained at the expense of all property owners. Road will be built by developer. Specifications on the road will be comparable to the following example: 4 - 6" of #2 stone with 4" of #52's. Road width shall be no less than 16 feet.
5. Lots 1 - 35 with the exception of Lots 2 and 3 on Auburn Valley Drive shall be responsible for 1/33rd of the cost of maintenance and upkeep of the roadway. No improvements of the roadway or drainage pipes or change in composition of the roadway or drainage pipes, which will result in an expense to the owners of the lots shall be undertaken by said owners without the consent of all owners of the lots.

WHEREFORE, the parties have entered into this agreement this 27 day of April, 1999.

DECLARANT:

Terry C. Johnson
Terry C. Johnson

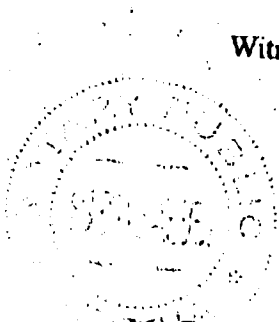
Angela K. Johnson
Angela K. Johnson

Prepared by: Mark W. McNeely, Attorney at Law

STATE OF INDIANA, SHELBY COUNTY, SS:

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Terry C. Johnson and Angela K. Johnson and acknowledged the execution of the above and foregoing Agreement as their free and voluntary act and deed.

Witness my hand and notarial seal the 27th day of April, 1999.



Cheryl F. Clark
Cheryl F. Clark Notary Public

County of Residence: Shelby

My Commission Expires:

Feb. 23, 2008