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BENTLEY WOODS

SECTION 14, TOWNSHIP 15 NORTH, RANGE 10 WEST, HANCOCK COUNTY, INDIANA

RESTRICTIVE COVENANTS

1. This property is in a predominantly agricultural area and all farming operations, including but not limited to livestock and field crop operations, may continue to be practiced in the area.

With this understanding, the new owner on behalf of himself and any future owners and occupants of this property, shall waive right to bring claim against any farmer or agriculture producer in this area who is practicing normal reasonable, and necessary farming and livestock operations including those currently in use and any new practices which may be developed. All such agreements and restriction shall run with the land and shall be binding upon the applicants and their successors in interest.

2. Front building setback lines are hereby established as shown on this plat, between which line and property line of the streets there shall be erected or maintained no buildings or structure. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.

3. Open channel and tile drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.

4. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Hancock County Drainage Board.

5. The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval by the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.

6. No trees or shrubs shall be planted, nor any structure erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer. All mailboxes must conform with Hancock County Requirements.

7. Drainage swales (ditches) along dedicated roadways and within the right of way, or on dedicated drainage easements, are not to be altered, dug out, filled in, or otherwise changed without the written permission of the Hancock County Drainage Board (County Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Drainage Board (County Commissioners).

8. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such and will be given 10 days notice by registered mail to repair such damage, after which time, if no action is taken, the Hancock County Drainage Board (County Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

9. All homes in the subdivision shall be stick built in place by custom builders approved by the developer.

10. All lots in this subdivision shall be designated as residential lots.

11. The parking of any type or kind of vehicle shall not be permitted upon the street, other than temporary parking by guests and invites of any owner. No inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision unless within an enclosed garage.

12. The minimum square footage of living space of dwellings constructed on lots in said subdivision exclusive of porches, terraces, garages, carports, accessory buildings, or basements below ground level, shall contain no less than 1500 square feet for a one story structure or 1800 square feet for a multi level structure, and each dwelling shall have a two, three, or four car attached garage. Each residence shall have a minimum roof pitch of 8/12.

13. No building, wall, or other structure shall be erected, placed or altered, on any building lot in this subdivision until the building plans and plot plan showing the location of such structures have been approved by the developers, or their successors. Storage and accessory buildings will be allowed with prior approval by the developer.

14. All lots in this subdivision shall be used solely for residential purposes except for any residence used as a model home during the sale and development of this subdivision. No motor home, trailer, tent, shack, garage basement or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennel, junkyard, or commercial business of any kind will be permitted in this subdivision.

15. All structures on any lot in the subdivision shall be constructed with new materials, except used brick is acceptable. No used structures shall be relocated or placed on any lot unless approved in writing by developers. No modular or concrete homes will be permitted. No wood foundations shall be allowed and all residences shall be constructed on basements or crawl spaces. All homes must have a full masonry front exterior. All exterior design and construction must be approved by the developers.

16. During and at the conclusion of the period of construction activity on a lot, the builder performing such construction shall be required to keep his work confined to such lot and shall keep all streets adjacent to such lots free of materials and debris and in a clean state. Each construction crew shall clean up after themselves daily.

17. All lots on which construction is completed shall be maintained in accordance with the provisions of these covenants.

21. No sign or Any T.V. on the lot.

22. Ingress and egress.

23. No animal and other livestock. Any animal owner's permission.

24. All regulations of the subdivision.

25. Every restriction or restriction of quality of any quality of any.

26. The right process of law the public and.

27. At any time lots in the subdivision enforce these covenants.

The foregoing under them and for successive site covered by judgment or court.

DEED OF DE
DESCRIBED IN ACCORDANCE WITH "BENTLEY WOODS". ALL RIGHTS OF WAY FOR

Front building setback lines of the streets shown on this plat and marked sewer mains, pool the easement hereof of land, but owners of lots in this subdivision.

In witness whereof *Robert L. Bentley*

Robert L. Bentley
Robert L. Bentley

County of Hancock
State of Indiana

Subscribed to before

Kelly J. [Signature]
Notary Public

ACCEPTANCE

Be it resolved by the owners of this plat are hereby

[Signature]

**3 TOWNSHIP, HANCOCK COUNTY
RESTRICTIVE COVENANTS**

INST. NO. 01018917

- 21. No satellite dish larger than 30 inches in diameter or communication tower or antenna, shall be permitted. Any T.V. reception devise shall not extend more than four feet above the highest point of the primary residence on the lot.
- 22. Inground Swimming pools will be allowed and must be placed behind the house. Pools must comply with state and county codes. No above ground pools will be allowed.
- 23. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be allowed to roam at large within the subdivision and shall be confined to the owner's premises. Homeowners shall do their best to assure their dogs do not bark continually.
- 24. All water systems in this subdivision shall be on individual wells installed in compliance with the regulations or procedures set by the State Board of Health or other civil authority having jurisdiction. The subdivision shall also be serviced with on site septic systems.
- 25. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore if any of the restrictions shall be held to be invalid or to be unenforceable or to lack a quality of running with the land, that holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.
- 26. 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 hereon, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.
- 27. At any time the developer has the option to select an assign to act on behalf of said developer. After all lots in the subdivision are sold by the developer, it shall be the obligation of the new owners of these lots to enforce these covenants.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building site covered by these covenants in whole or part. Invalidation of any one of the foregoing covenants by judgment or court order shall in no way affect any other covenants which shall remain in full force and effect.

DEED OF DEDICATION: The undersigned owners lay off, plat, and subdivide the real estate hereon described in accordance with the plat hereon. This subdivision shall be known and designated as "BENTLEY WOODS". All street rights of way shown and not heretofore dedicated are hereby dedicated to the public as rights of way for public use.

Front building setback lines are hereby established as shown on this plat, between which line and property line of the streets there shall be erected or maintained no buildings or structure. The strips of ground shown on this plat and marked "D. & U. Ease." are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent of other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the owners of other lots in this subdivision.

In witness whereof, Robert L. Bentley, Sr., owner, has herunto caused his name to be subscribed this 31st day of August, 1999.

Robert L. Bentley
Robert L. Bentley

County of Rush
State of Indiana

Subscribed to before me this 31st day of August, 1999.



Kelly G. Jones
Notary Public

My Commission Expires Aug 4, 2001
Resident of Rush County

ACCEPTANCE OF DEDICATIONS

Be it resolved by the Board of County Commissioners, Hancock County, Indiana, that the dedications shown on this plat are hereby approved and accepted this 20 day of Feb, 2001.