

RESTRICTIONS

FOXCLIFF ESTATES SUBDIVISION

MORGAN COUNTY, INDIANA

22157

BOOK 207 PAGE 503

1. All lots in this subdivision shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and private, attached, two-car garage and storage building.

2. No lot shall be subdivided to form units of less area, nor shall more than one building for dwelling purposes be erected upon a lot. No such building may exceed two stories in height and shall be limited to single family use.

3. TYPE, SIZE AND CONSTRUCTION: Any building erected, placed or altered on any lot in this subdivision must be approved in writing by the Building Control Committee* prior to start of construction. Such approval will be made upon submission of satisfactory plans, including a grid map showing location of structure on lot. Any such structure must conform to the following minimum standards:

(a) Ground Floor Area. No dwelling house shall be erected or permitted on any of said lots, the ground floor area of which, exclusive of porches, terraces and garages, is less than 1,500 square feet in the case of a one-story structure, or less than 1,000 square feet in a structure other than a one-story structure.

(b) Any reasonable change, modification or addition to the within restrictions shall be considered by Summit City Development Corporation, and if so approved, will then be submitted in writing to the abutting lot owners, and if approved in writing by them, shall be recorded, and when recorded shall constitute a modification of these restrictions so far as they apply to any particular lot.

(c) All construction materials must be new. No building shall be moved into said subdivision. No trailer nor mobile home, tent, basement, shack, garage, barn or other building shall be placed or constructed in the subdivision at any time for use as either a temporary or permanent residence or for any other purpose, except incident to the construction of a dwelling on the premises.

(d) All residences must have private inside bathroom facilities.

(e) Fencing. No screen planting over 36 inches high nor any fence shall be permitted between the street right-of-way and the building setback line.

(f) All structures shall be completed on the exterior within six (6) months from start of construction, including two (2) coats of paint or varnish on any exterior wood surface. All structures must be completed and site graded, sodded or seeded, and reasonably landscaped within one (1) year from date of commencement thereof. During the period of construction the premises shall be kept and maintained in a sightly and orderly manner.

Amended to Restrictions to Book No. 211 Page 140

See amended comments to restrictions recorded in Book No. 211 Page 140

(g) No plans shall be accepted for construction by the Building Control Committee unless and until complete plans and specifications for the installation of any septic or other private sewage system shall have been submitted to the Morgan County Health Officer and the approval of such Officer certified to the Building Control Committee.

(h) Summit City Development Corporation will construct a community water supply system to serve lots in the subdivision. Lot owners desiring to have a service connection tap made into said system shall apply to the developer for a permit to tap said system and shall be required to pay to Summit City Development Corporation, its successors and assigns, the sum of \$250.00 per lot served in addition to a tapping fee.

* The Building Control Committee shall consist of three (j) members appointed by Summit City Development Corporation. The Committee may designate one of its members to act on its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement. The Building Control Committee shall approve plans for all structures erected in this subdivision. The Committee may reject any plan because of too great similarity to nearby existing structures. The Building Control Committee may reject any plan because of the location of the proposed structure on the lot.

4. Prior to January 1, 1975, no for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.

5. Cutting down of trees will not be permitted without the approval of the Building Control Committee.

6. Building Line. No building shall be located on any lot nearer the front line or the side street line than the minimum building setback lines as shown on the recorded plat. No projection of any building shall be permitted to extend into or encroach upon the space between said building line and the street adjacent thereto, except that the steps and platform in front of the main door may extend over said line not to exceed five (5) feet.

7. No dock or boathouse may be erected without approval of the Building Control Committee.

8. Foxcliff Lake is designated as a private lake and as such, the right to usage and control remain with the developer or its authorized agent.

9. No motors may be used on Foxcliff Lake without approval of the Building Control Committee.

10. In order to control the use of Foxcliff Lake and thereby benefit all residents of the lands around the lake, the waters of Foxcliff Lake and the lands normally flowed and covered by the lake at its highest level, shall be owned by Summit City Development Corporation, its successors and assigns. Lots which abut or border on the waters of the lake shall not include any riparian rights in and to said waters, or to the lands below said waters.

11. Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 5 feet of all side lot lines and as shown on the recorded plat. Such other easements are hereby reserved to permit entry upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground. Further easements are reserved as shown on plat. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within said utility easements so long as such lines do not hinder the construction of buildings on any lots in the subdivision.

12. Any tank for the storage of fuel placed or maintained on any lot outside of any building in this subdivision shall be located below the surface of the ground. Outdoor receptacles for ashes and garbage shall be underground or shall be located at least 50 feet to the rear of the front lot line. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any lot in this subdivision.

13. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris on the premises. The Building Control Committee shall be responsible for setting standards of lot maintenance within the subdivision.

14. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

15. Nuisance. No noxious or offensive activity 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 neighborhood.

16. Any dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

17. The Summit City Development Corporation, its successors and assigns, shall have the option to repurchase any property offered for sale in the subdivision. Any owner contemplating a sale of property in this subdivision shall present to the Summit City Development Corporation, a bona fide purchase agreement executed by his prospective purchaser. The Summit City Development Corporation shall have the option for 30 days to purchase subject property for an equivalent price.

18. Maintenance Fund Lien. All lot owners of Foxcliff Estates Subdivision are members for a period of such ownership of a not-for-profit corporation to be formed for the purpose of providing community services and activities. Where any lots, or portions of lots, are owned by two or more persons, such owners shall jointly have but one vote in the proceedings in such not-for-profit corporation. Notice of the formation of this not-for-profit corporation shall be considered given upon recording of the certificate of incorporation in the office of the Recorder of Morgan County, Indiana. All lots in said subdivision.

other than lots owned by the platter, shall, from and after the formation of the not-for-profit corporation, be subject to an annual maintenance charge for the purpose of creating a fund to be known as the "Maintenance Fund". Said annual maintenance charge shall be a lien in favor of the not-for-profit corporation, herein described, upon the lot against which it is charged, until paid, provided, however, that no lien shall accrue or be charged against any lot owned by the platter. The amount of such maintenance charge, to be levied and to become a lien pursuant to the provisions of this section, shall be determined by the members of the not-for-profit corporation at its annual meeting and shall be payable in advance each year on January 2; provided, however, that any person purchasing or dealing with said lot may rely upon a certificate signed by the president or secretary of the not-for-profit corporation showing the amount of such charge due and unpaid as of the date of such certificate, and the not-for-profit corporation shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in the said certificate.

19. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of ten years unless and prior to the expiration of any such 10 year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.

These restrictions may be amended at any time by a writing signed by the then owners of the fee title of at least two-thirds of the lots in said subdivision, the amendment to be effective when recorded in the office where conveyances of such land are recorded.

Summit City Development Corporation, its successors and assigns, shall have the exclusive right for five (5) years from the date of recording to amend any of the restrictions or covenants herein.

Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, Summit City Development Corporation, by Lionel H. Houston, its President, and Evelyn Schof, its Secretary, platter of the real estate described in said plat, has hereunto set its hand and seal by its duly authorized officers on this 22 day of July, 1968.



(CORPORATE SEAL)

SUMMIT CITY DEVELOPMENT CORPORATION

BY: Lionel H. Houston
Lionel H. Houston, President

ATTEST: Evelyn Schof
Evelyn Schof, Secretary

STATE OF INDIANA)
COUNTY OF MORGAN)

SS:

Before me, a Notary Public, in and for said County and State, personally appeared SUMMIT CITY DEVELOPMENT CORPORATION, by Lionel

H. Houston, President, and Evelyn Reed, Secretary, who acknowledged the voluntary execution of the plat and the protective restrictions, covenants, limitations, and assessments accompanying the plat for the uses and purposes therein set forth this 22 day of June, 1968.



Commission Expires:

August 8, 1968

Charles H. Foley

CHARLES H. FOLEY Notary Public

This instrument prepared by Louis N. Roberts, member, Allen County Indiana Bar Association.

RECEIVED
FOR RECORD
JUN 21 3 24 PM '68

Thomas J. Gray
RECORDED BY
HENRIK COUNTY