

SECTION

COVENANT

The undersigned, Hansen and Horn Construction, Inc. ("Declarant"), an Indiana General Partnership, being the owner of the real estate shown and described herein, does hereby certify that it has laid off, platted, and subdivide, said real estate in accordance with the within plat. This subdivision shall be known and designated as Harvest Glen, an addition in Cumberland, Hancock County, Indiana. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the real estate described in this plat:

1. All streets shown on this plat, and not heretofore dedicated, are hereby dedicated to the public.
2. Front and rear yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets, there shall not be erected or maintained any building or structure, except for installations which are permitted to be made in Landscape Easements hereinafter described.
3. There are strips of ground as shown on the within plat marked "D & UE" (drainage and utility easement), strips of ground marked "Sanitary Sewer Easement" or "S.S.E.", strips of ground marked "Landscape Easement" or "L.E.", and areas on the plat marked "Common Areas" and "Lakes" either separately or in any combination of the same. Such strips of ground and areas are hereby subjected to easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies, Declarant and the Homeowners Association (if and when formed and organized and hereinafter defined), as follows:
 - (A) "Utility Easements, or "U.E.'s", are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes, and other utility installations for the purpose of furnishing utility services; such Utility Easements may also be used for all purposes for which Drainage Easements and Sanitary Sewer Easements may be used hereunder;
 - (B) "Drainage Easements", or "D.E.'s", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant materials, so that the flow of water will be unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder;
 - (C) "Sanitary Sewer Easements", or "S.S.E.'s", are created for the use of the public utility company or governmental agency having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains and other facilities serving this subdivision, for the installation, maintenance, repair and replacement of such facilities; such Sanitary Sewer Easements may also be used for all purposes for which Utility Easements and Drainage Easements may be used hereunder; and
 - (D) "Landscape Easements", or "L.E.'s", are created and reserved for the use and benefit of the

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owner or maintained any building or structure, except for installations which are permitted to be made in Landscape Easements hereinafter described.

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 - (B) "Drainage Easements", or "D.E.'s", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant materials, so that the flow of water will be unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder;
 - (C) "Sanitary Sewer Easements", or "S.S.E.'s", are created for the use of the public utility company or governmental agency having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains and other facilities serving this subdivision, for the installation, maintenance, repair and replacement of such facilities; such Sanitary Sewer Easements may also be used for all purposes for which Utility Easements and Drainage Easements may be used hereunder; and
 - (D) "Landscape Easements", or "L.E.'s", are created and reserved for the use and benefit of Declarant and the Homeowners Association (if and when formed and organized) for the installation, construction, maintenance, repair, reconstruction and replacement of earthen mounds, plantings and other landscaping walls, fences, entry ways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision identification signs and other items.
 - (E) "Common Area(s)" shall mean those areas designated as such in this plat and all improvements located therein set aside for recreation and use by owners of the lots within the Subdivision, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes (as defined herein), footpaths to and around the Lakes, certain shoreline areas to the Lakes as shown on the Plats and any other areas so designated on the Plats.

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- (E) "Lake or Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the real estate, as such are or in the future shall be more particularly described on the plats.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant and the Homeowners Association (if and when formed) therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder, including, as to Landscape Easements, any installations which are permitted hereunder to be located in such Landscape Easements; any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.

4. The use of all lots in this subdivision shall be in accordance with the Zoning Ordinance of Cumberland, Indiana and any amendments thereto (the "Zoning Ordinance"), subject to any variances, modifications, waivers, or special exceptions to the terms of the Zoning Ordinance at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so. Every lot in this subdivision, unless otherwise designated by Declarant, shall be used exclusively for single family residential purposes. Each owner of a lot shall use and occupy his respective lot in a careful, safe, and proper manner and keep such lot in a clean and safe condition in accordance with this plat, the Zoning Ordinance, all health, fire, and police requirements and regulations, state statues, local ordinances, and the lawful directions of proper public officials. No owner shall conduct, or permit any person to conduct, any unlawful activity in this subdivision.
5. No lots shall hereafter be subdivided or resubdivided into parcels so as to create additional residential lots greater than the number of lots shown hereon.
6. No sign or billboard, except professional signs or "FOR SALE" signs erected by a builder of duly licensed real estate broker shall be erected or placed on any lot in this subdivision, and no barn, stable or other outbuilding housing domestic animals or poultry, except household pets, shall be erected thereon. However, this restriction shall no be deemed, construed or interpreted to prevent, preclude or restrict any structures, including signs, erected or maintained by the Declarant or the Homeowners Association in any Landscape Easement shown on this plat.
7. No trailer, tent, basement, mini-barn, storage shed, garage or other outbuilding erected on any lot in this subdivision shall at any time be used as a residence temporarily or

the public utility companies, governmental agencies, Declarant and the Homeowners Association (if and when formed) therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder, including, as to Landscape Easements, any installations which are permitted hereunder to be located in such Landscape Easements; any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.

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7. No trailer, tent, basement, mini-barn, storage shed, garage or other outbuilding erected on any lot in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character, except those utilized by Declarant or a builder of a residence, be erected on any lot. No overnight camping shall be permitted within the subdivision.
8. No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or, in the case of a rounded property corner, from the intersection of the street right of way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right of way line with the edge of the driveway pavement or alley line. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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9. Fences: No fence shall be erected nearer the front lot line of a lot than the front line of the principal residence erected on such lot, and fences shall be no more than 42" above grade; provided, however, that a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length, may be installed in front of the front line of such principal residence, and fences enclosing in-ground swimming pools may be six (6) feet in height. All fences erected on any lot within this subdivision must first be approved by the Architectural Committee (hereinafter defined).
10. Nuisances: No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
11. All yard dimensions and restrictions shall be in accordance with the Zoning Ordinance, subject to any variances, modifications, waivers, or special exceptions thereto at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so.
12. The minimum square footage of the enclosed and finished living space of dwellings constructed on various residential lots in the Development exclusive of porches, terraces, garages, carports, accessory buildings or basements below ground level shall contain no less than 1,400 square feet of ground floor living area for a one-story structure or no less than 1,600 square feet of total living area for a two-story structure. Each dwelling shall have a two-car attached garage. ®
13. All houses and garages shall be provided with hard-surfaces driveways, and with a width not less than the width of the garage door associated therewith, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for use not later than the date of the initial occupancy of such house.
- 13a. Only single-family dwellings will be constructed on the said Real Estate.
- 13b. The front elevation of any dwelling built in the subdivision shall be a minimum of 25% brick or masonry construction.
14. There shall be, and hereby is, created and established a committee to be known as "Harvest Glen Architectural Control Committee" (herein referred to as the "Architectural Committee"), to perform the functions provided to be performed by it hereunder. Until the earliest of (a) the date upon which Declarant no longer owns any lots in this subdivision (the period of time preceding this date shall be known as the "Development Period"), (b) the date upon which Declarant voluntarily relinquishes its right to act as the Architectural Committee, or (c) July 1, 1997, Declarant (or not more than three (3) persons designated by Declarant) shall constitute, act as and perform the functions of the Architectural Committee. After the applicable date set forth in the immediately preceding sentence, the Architectural Committee shall consist of three (3) persons (all of whom must be owners of lots in this subdivision), to be elected annually (in the month following such applicable date for the balance of the

12. The minimum square footage of the enclosed and finished living space of dwellings constructed on various residential lots in the Development exclusive of porches, terraces, garages, carports, accessory buildings or basements below ground level shall contain no less than 1,400 square feet of ground floor living area for a one-story structure or no less than 1,600 square feet of total living area for a two-story structure. Each dwelling shall have a two-car attached garage.
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This Instrument prepared by Nolan and Gibson

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15. No construction shall be commenced, nor shall any building structure or other improvements (including, without limitation, mini-barns, storage sheds, fences, walls, basketball goals, driveways and walkways) be erected, removed, placed or altered (including changes in exterior materials, or appearance), on any lot in this subdivision until the building plans, specifications (including colors and proposed materials) and plot plans showing the location thereof and of all improvements proposed, including driveway size and location and drainage, have been submitted in writing to and approved in writing by the Architectural Committee as to the compatibility of the exterior design appearance and location of the same with existing structures in this subdivision and as to the conformity of the same with the intent of the covenants and restrictions set forth in this plat. If the Architectural Committee fails to act upon any plans properly submitted to it for its consideration within a period of fourteen (14) days after the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Architectural Committee, nor any member thereof, nor any agent thereof, nor the Declarant shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. The Architectural Committee shall have the right, in its consideration of plans submitted to it and in giving any approval hereunder, to make exceptions to or waive or vary any of the restrictions contained herein if, in its discretion, it determines that such exceptions, waivers, and variances will not substantially detract from the compatibility of the construction as so approved with existing structures in this subdivision; provided, however, that no such exception, waiver or variance shall be made as to restrictions set forth herein which are also required pursuant to any zoning ordinance, building code or other governmental law, ordinance, rule or regulation. The approvals of the Architectural Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters or permits for such matter required to be obtained from any other persons or government entities pursuant to the terms of this plat, any zoning ordinance or building code, or otherwise.
16. No heat pumps, air-conditioning units, gas meters or other outlying structures or appurtenance shall be installed in front of the front line of the principal residence erected on any lot. Every effort shall be made to locate such items at least 15 feet back from the front line of such principal residence. Architectural or landscaped screens shall be constructed or provided to shield the aforementioned items from view from the street and from adjacent properties.
17. No roof shall be installed having a roof pitch of less than 5/12 unless a lesser pitch is specifically approved by the Architectural Committee.
18. All exterior flues shall be enclosed in wood, brick or ~~concrete~~ all plumbing vent stacks shall be located to the

covenants and restrictions set forth in this plat. If the Architectural Committee fails to act upon any plans properly submitted to it for its consideration within a period of fourteen (14) days after the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Architectural Committee, nor any member thereof, nor any agent thereof, nor the Declarant shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. The Architectural Committee shall have the right, in its consideration of plans submitted to it and in giving any approval hereunder, to make exceptions to or waive or vary any of the restrictions contained herein if, in its discretion, it determines that such exceptions, waivers, and variances will not substantially detract from the compatibility of the construction as so approved with existing structures in this subdivision; provided, however, that no such exception, waiver or variance shall be made as to restrictions set forth herein which are also required pursuant to any zoning ordinance, building code or other governmental law, ordinance, rule or regulation. The approvals of the Architectural Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters or permits for such matter required to be obtained from any other persons or government entities pursuant to the terms of this plat, any zoning ordinance or building code, or otherwise.

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17. No roof shall be installed having a roof pitch of less than 5/12 unless a lesser pitch is specifically approved by the Architectural Committee.
18. All exterior flues shall be enclosed in wood, brick or masonry. All plumbing vent stacks shall be located to the rear of the house. No sump pump lines, water softener lines or other drains shall empty into any street.
19. Each residence shall be provided with a mailbox to be furnished and installed by the builder concurrently with the original construction of the principal residence on each lot, and prior to the date of initial occupancy of such residence. All mailboxes shall be of the same design, in accordance with a standard mailbox design approved by the Architectural Committee.
20. The owner of each lot shall at all times be required to maintain his lot and the exterior integrity and appearance of all structures and improvements on his lot in such a manner as to prevent his lot, and structure and improvements thereon, from becoming unsightly, such owner shall re-paint and re-stain any surface of improvements or structures where such surface color is faded or is flaking or peeling away from the improvement or structure, or repair or replace any such improvement or structure if damaged (i.e. dents in metal garage doors).
21. The placement of any lot swimming pools, hot tubs, or like facilities and related equipment must be approved in writing by the Architectural Committee. No above-ground swimming pools will be allowed or permitted. Any structures used to house swimming pool plumbing equipment shall be subject to the approval of the Architectural Committee. Such structures shall not be larger than necessary to house such equipment.

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22. No exposed television, radio or other antennas (including without limitation, satellite receiving dishes) shall be allowed or permitted on the exterior of any building or on any lot.
23. No parking of any vehicles, other than in a garage, will be permitted on any lot other than in the driveway of the respective lot. Such parking shall only be available for comparable, duly registered and licensed automobiles for which there is not available room in an owner's garage. No other vehicles (including, without limitation, automobiles, vans, trucks, campers, motorcycles, motor homes, boats and trailers) shall be placed or stored on a lot at any time outside of the garage on such lot for more than twenty-four (24) consecutive hours for any vehicles, without the prior approval of the Homeowners Association (if formed) or the Architectural Committee.
24. No clothes, sheets, blankets, laundry of any kind, or other article shall be placed, located or hung out on a lot so as to be visible from outside such lot.
25. No farm animals, fowl, or domestic animals, other than household pets, shall be permitted to be kept within this subdivision. All household pets otherwise permitted hereunder shall be kept on a leash when not within the confines of the lot of the owner of such pet. Owners shall be required to control their pets so that they are not and do not become a nuisance to the neighborhood, including without limitation, noise produced by such pets. Owners are not to allow their pets to relieve themselves other than on the lot owned by the owners of such pets.
26. The within covenants, limitations and restrictions may be amended at any time, and from time to time, by the approval of such amendment by the owners of at least two-thirds of the lots in this subdivision; provided, however, that any such amendment hereto during the Development Period shall require prior written approval of Declarant.
27. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the several lots in this subdivision, their heirs and assigns, Declarant, the Homeowners Association, the Architectural Committee, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner, owners or party by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing in the date this instrument is recorded and expiring on December 31, 2012, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of then (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however, that no change shall be made which would

trucks, campers, motorcycles, motor homes, boats and trailers, shall be placed or stored on a lot at any time outside of the garage on such lot for more than twenty-four (24) consecutive hours for any vehicles, without the prior approval of the Homeowners Association (if formed) or the Architectural Committee.

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28. In addition to the covenants, limitations and restrictions contained in this plat, all of the real estate described in this plat is or may in the future become subject to certain additional covenants and restrictions contained or to be contained in an instrument which Declarant may record in the Office of the Recorder of Hancock County, Indiana (the "Declaration"), providing for a not-for-profit corporation which may be incorporated under the laws of the State of Indiana by Declarant under the name of Harvest Glen Homeowners Association, Inc., or a name similar thereto (herein referred to as the "Homeowners Association"). The Declaration shall provide for the Homeowners Association to be responsible for the maintenance, upkeep, repair, operation and administration of, or installations and improvements made to or to be made by Declarant, and for the sharing of the costs thereof by the owners of certain lots and properties benefitted thereby, and subject further to all of the rights, powers, duties and obligations of the Homeowners Association, as set forth or to be set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.

IN WITNESS WHEREOF, Hansen and Horn Contractors, Inc. authorized office, has executed this instrument this 20th day of July, 1994.

Hansen and Horn Contractors, Inc. [®]
 BY: [Signature]
[Signature]
 President

STATE OF INDIANA)
)SS:
 COUNTY OF HANCOCK)

Before me, a Notary Public in and for such County and State, personally appeared WARD J. HORN, of Hansen and Horn Contractors, Inc., an Indiana General Partnership, who acknowledged the execution of the above and foregoing instrument for and on behalf of said general partnership in its capacity as a partner of said partnership, and for and on behalf of said partnership, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 20 day of July, 1994.

[Signature]
 (PHYLLIS C WASSON) Notary Public

My commission expires:
12-28-94

My County of residence is:
HANCOCK

CHICAGO TITLE