HICKORY HILL COVENANTS

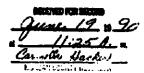
- 1. DEDICATION OF STREETS. All streets shown and not heretofore dedicated are hereby dedicated to the public.
- 2. CORNER LOTS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of rounded corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within the (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
- 3. DRAINAGE. 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 developer. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.
- 4. UTILITY EASEMENTS. There are stripe of property as shown on the reporded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as Utility Basements.) No permanent or other structure or obstruction shall be erected or maintained on such Utility Basement but each owner shall take title to that part of the Utility Rasement comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through, and over the Utility Basement.
- 5. TRKES. No trees shall be planted in the road right-of-
- 6. MINIMUM LIVING SPACE AREAS. The minimum square footage of 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 that 1800 square feet of ground floor living area for a one-story structure or 1200 square feet of ground floor area if higher than one-story, provided that higher than one-story structures shall have a minimum of 2100 square feet of total living area and each dwelling shall have a two or three car attached garage.

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- 7. ARCHITECTURAL DESIGN. No building, fence, walls or other structure shall be erected, placed or altered on any building lot in the subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to the topography and finished ground elevations by the Developer or its Assigns.
- 8. EUILDING LOCATIONS. No building shall be located on any lot nearer to the front line or nearer to the side strest line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side lot line than the required front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot that 15 feet, but in no case shall it encreach upon any eassment.
- 9. RESIDENTIAL USE ONLY. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or other outbuildings shall be used for temporary or persenent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or posted retail business/shop will be permitted in this subdivision.
- 10. LIMITATION ON TIME. All residential construction on any lot must be completed within one (1) year after the starting date, including final grading.
- 11. DRIVEWAYS. All design and construction of driveways are to be approved by the Daveloper or its assigns. No additional parking will be permitted on a lot other that the existing driveway.
- 12. PARKING LIMITATIONS. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck, school bus or other vehicle of any kind may be parked in the Davelopment unless such vehicle is kept in the garage, except for personal automobiles, vans and lick-up trucks. Recreational vehicles and boats during the regular season usage will be excepted.
- 13. WATER SYSTEMS. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.
- 14. FUEL. All fuel storage tanks in this subdivision shall be buried below ground or otherwise concealed.

- 15. LOT MAINTENANCE. All lots on which construction has not begun must be moved and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.
- 16. NUISANCES. No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash will be kept in approved containers which are not visible from the street, except on collection day.
- 17. OUTBUILDINGS. Outbuildings shall be permanently constructed of new materials on footings and be similiar in appearance with the residence on the lot on which the building is being built. Metal outbuildings shall not be permitted in any event.
- 18. ANTENNAS. He satellite dish or communications tower/ antenna shall be allowed. Any TV reception antenna shall not extend more than five (5) feet above the highest point of the primary residence on the lot.
- 19. SOLAR TRCHNOLOGY. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Developer or its assigns.
- 20. SWIMMING POOLS. Swimming pools must be placed behind the residence. Above ground pools will not be permitted.
- 21. PETS. 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 may be kept provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners premises.
- 22. FRNCING. Pencing shell not exceed six (8) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chainlink fencing must be of the dark vinyl coated type. All fencing must be maintained in good condition.
- 23. MAILBOXES. The Developer or its assigns will require a standardized mailbox for each residence and shall establish a design, material, and paint specification for a mailbox which shall be standard for all mailboxes in this subdivision.
- 24. LAKE RIGHTS. The owners of lots which are contiguous to the lake shall be entitled to the exclusive use of their lake

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frontage as is located between their lot lines and the water's edge of the lake. Each lot owner shall be responsible for mowing and maintaining his property between his lot lines and the water's edge of the lake. No structure or dock of any kind shall be built without approval of the Developer or its assigns.

- 25. LARE MAINTENANCE. Lake and levee maintenance and upkeep shall be the responsibility of Lots One (1). Two (2), Three (3), Five (5), and Six (8). Cost of treatment, stocking, repairs, etc., shall be shared equally by each owner of the named lots.
- 26. BUILDERS. All homes in the subdivision shall be built by oustom builders approved by the Developer/Owner.
- 27. DURATION OF 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, 2000 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 sites covered by these covenants, or restrictions, in whole or part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment of court order shall in no way affect any other covenants or restrictions, which shall return in full force and effect.
- 28. ENFORCEMENT. Violation or threatened violation of these covenants shall be grounds for an action by the Daveloper or any person or entity having any right, title or interest in the real estate known as Hickory Hill. The right to enforce these provisions, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby reserved by the Daveloper and/or a majority of the owners in this subdivision and to their successors, heirs, or assigns.

Edward G. Robb, President

Les M. Robb, Secretary

State of Indiana, County of Horgan: May 18, 1990

BEFORE ME, the undersigned Notary Public within and for said County and State, personally appeared Edward G. Robb and Lee M. Robb, and acknowledged the exection of the foregoing Covenants of Hickory Hill consisting of Four(4) pages.

"My Commission Expires:

Notary Public E. Abil

This instrument prepared by: Lee M. Robb, Secretary

Notary Public Morgan County



