

RESTRICTIONS AND PROTECTIVE COVENANTS
HOMESTEAD MANOR NORTH SUBDIVISION
PLAT BOOK NO. 5, PAGE 9 INST # 99018988

The undersigned, Robert Lynn Company, Inc., being the sole owner of all of the lots in Homestead Manor North Subdivision, Plat Book No. 5, page 9 of the Harrison County, Indiana Records, does hereby impose the following restrictions upon each lot within said Plat, and said restrictions are hereby declared to be covenants running with the land for the mutual benefit of all persons and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot within said subdivision.

LAND USE: No lot or portion thereof shall be used except for residential purposes, and commercial activities of any nature will not be permitted.

ARCHITECTURAL CONTROL COMMITTEE APPROVAL: No building shall be erected, placed, or altered upon any lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence, hedge or wall shall be erected, placed, or altered as an exception to the stipulation herein without the prior approval of said Architectural Control Committee.

The ruling of the Architectural Control Committee, upon any application made under this provision shall be given to the applicant in writing, if requested, and within two weeks from the submission of the application to any member of the Committee. The failure of the Committee to submit its ruling within such period shall be an affirmative ruling thereon; and, if the Committee shall fail to institute proceedings for an injunction in a court of proper jurisdiction and to file a lis-pendens notice in the office of the Clerk of such court, within two weeks after the completion of any improvements under its jurisdiction, the Committee shall be conclusively presumed to have approved such improvements.

ARCHITECTURAL CONTROL COMMITTEE COMPOSITION: The Architectural Control Committee established and acting pursuant to these restrictions and protective covenants shall be composed of Robert F. Lynn and Linda S. Lynn.

The two member committee may designate a representative to act for it. In the event of death, resignation, replacement or incapacity of any member or members of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Successors to the above named Committee shall be named and their addresses stated by a written notice filed in the miscellaneous Record in the office of the Recorder of Harrison County, Indiana, and they shall be presumed to continue in the office until the recordation, as provided herein, of the names of any replacements.

An appeal board consisting of a majority of the property owners, or their designated representative, shall hold any appeal hearing, upon an appeal from the property owner, within 30 days after rejection by the Architectural Control Committee, and the decision of a majority of the appeals board shall be binding.

BUILDING TYPE AND SIZE: No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half (2 ½) stories in height and only private attached and detached garages for not more than three (3) cars. Excepting that on lot numbers 77 and 85 duplex construction is allowable. The ground floor of the main structure, exclusive of porches and garages, shall not be less than 1000 square feet for a one-story dwelling, or less than 700 square feet for a dwelling of more than one story, as measured at the outer line of the foundation.

Acceptance of any smaller structure will be determined by the Architectural Control Committee on an individual basis. No detached storage buildings or any other structure, temporary or otherwise, may be

built on any lot, or facilities servicing an inground swimming pool, without the prior approval of the Architectural Control Committee.

Mobile homes, Modular homes, and house trailers of any type will not be allowed as a residence either temporarily or permanently on any lot.

BUILDING LOCATION: No building shall be located on any lot nearer to the front line or nearer to the side street line than the building line as shown on the recorded plat. No building shall be located nearer than seven (7) feet to an interior lot line on a rectangular lot or on any irregular shaped lot. No dwelling shall be located on any lot further than five (5) feet behind the building line, unless a further setback is approved in writing by the Architectural Control Committee. For the purpose of this covenant, all adjoining lots or portions thereof used as a site for the construction of a single residence shall be considered one lot, so that these restrictions relative to side lot line shall mean the side lines of any one or more lots or portion or portions of any lot or lots used as a single residential building site.

SIGNS, HOUSE NUMBER, AND MAIL BOXES: No billboard, signboard sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than five (5) square feet advertising the property for sale or rent, or except advertising signs, approved by the Architectural Control Committee, of builders and materialmen erected during the course of construction, which signs shall be removed immediately after the completion of the construction work or immediately after the home is sold, or except development signs and Home Show and Model Home promotional signs by Robert Lynn Company, Inc. or approved by the Architectural Control Committee. All homes shall display a house number in an appropriately place position; and all mail boxes will, if lettered in a professional manner or have attached thereto an appropriate name plate. All mail boxes will be maintained in a good state of repair at all times.

GARDENS AND ANIMALS: Vegetable gardens for private use shall be permitted only adjacent to the rear of a dwelling and may extend not more than twenty-five (25) feet from the rear and not beyond the sides of the structure; and no animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and provided further that they shall not be or become an annoyance or nuisance to the neighborhood and shall not exceed a reasonable number.

GARBAGE AND REFUSE DISPOSAL: No trash, garbage, or other waste or refuse shall be kept within this subdivision except in neat and sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, neat, and sanitary condition.

NUISANCES: No noxious or offensive trade or activity shall be carried on within said tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

DRIVEWAYS AND PUBLIC SIDEWALK CONSTRUCTION: All driveways shall be paved solidly of concrete, unless a waiver is received from the Architectural Control Committee allowing an asphalt drive, and all drives shall be kept in proper maintenance. Public sidewalks shall be constructed of poured concrete according to specifications of the approved construction plans associated with the plat of this subdivision, along the entire front of the property such driveways and sidewalks to be constructed within six (6) months after completion of the construction of a residence upon a lot in this subdivision, or within two (2) years of the sale of the lot, whichever occurs first. Such sidewalks shall be constructed and maintained without cost or expense to the Developer.

The Developer, with the approval of the Architectural Control Committee, reserves the right to alter, change, or exempt the requirement for the construction of sidewalks; provided that, if sidewalks are installed on one side of the street on any lot, then all lots on that side of the street will be required to have sidewalks.

CURB PROTECTION AND DAMAGE: Any and all damage that occurs to the concrete curbs in this subdivision after the lot fronting the curb area involved is optioned or sold and as a result of home construction or improvement must be repaired or replaced by the lot purchaser to the satisfaction of the Developer and without cost to the Developer.

It is hereby expressed that the lot owner or his building contractor must protect the concrete curb from damage at all times by means applicable to each particular situation, which normally would be accomplished by means of dirt or gravel bridging or overlay in the area where all construction deliveries and ingress and egress occurs.

BUILDING USE AND TEMPORARY STRUCTURES: No building built on any of said lots of this subdivision shall be used for any purpose except a residence, and each residence shall be for one family only. No trailer, tent, shack, garage, basement, or other building or structure of a temporary character may be used as a residence, either temporarily or permanently. No motor homes may be kept on the lot unless written approval is granted by the Architectural Control Committee. No camper, boats, disabled autos nor any other piece of mechanical equipment or building supplies may be kept on the lot, and off street parking for all vehicles appurtenant to the residence must be provided.

BUILDING COMPLETION: No structure shall be allowed to remain upon any lot within this subdivision in a partial state of completion for a substantially greater length of time than would normally be required for the completion of such a structure, having regard only for general circumstances and conditions in the vicinity and not circumstances and conditions peculiar to the owner or other persons responsible for such construction.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ROAD USE: The roads as shown on the plat of Homestead Manor North Subdivision are intended for single-family residential ingress and egress and for any construction and/or services associated with single-family residential use.

FENCES AND SHRUBS: No fence or privacy shrubs of any kind shall be allowed on said lots in excess of six (6) feet without approval of the Architectural Control Committee, and no fences at all shall be constructed from the rear line of the house to the front property line, or landscaping of no more than twenty-four (24) inches along said line, excepting ornamental fences not exceeding twenty-four (24) inches which are used around shrubs and flower beds. All fences so constructed shall be of an appropriate material so as not to detract from any dwelling, and shall be properly maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property line and a line connecting them at points twenty-four (24) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavements. No tree 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. After the development has been completed and the Architectural Control Committee dissolved, approvals and deviations from these restrictions must be approved by a majority of the adjacent property owners in the subdivision.

DRAINAGE AND DELIVERIES: No driveways or other obstruction shall be constructed or permitted to remain between any lot and any roadway which shall restrict the drainage along such roadway or lot. All delivery of material to each lot having a house under construction must be over the area of the curb where the driveway will be constructed and not upon any other portion of the lot or curb.

SEWER SYSTEM, FUEL TANKS AND UTILITY CABLES: All buildings erected on the lots in the subdivision shall be connected to the Town of Corydon sewer system and must be installed in accordance and with the approval of the Town of Corydon Sewage Department. All fuel tanks must be buried below finish grade. All utility cables, electric, phone, or other, upon said lots must be buried below finish grade in accordance with the specification of the installing utility company where underground service is provided.

MAINTENANCE OF LOTS:

- (A) Lots unimproved: The owners shall maintain the grass at a level not to exceed ten (10) inches in height.
- (B) Lots improved: The owner shall maintain the grass at a level not to exceed four (4) inches in height.
- (C) If the owner fails to maintain any lot, or lots the Developer may cut the grass and bill the owner for the reasonable cost of same.

RESIDENTIAL OFFICES: Robert Lynn Company, Inc. may maintain an office at any residence of which it is the owner.

TERMS AND AMENDMENTS: These covenants shall be in full force and effect for a period of twenty-five (25) years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an agreement in writing changing said covenants, in whole or in part, and signed by the then owners of not less than 51% of said tract by area, exclusive of dedicated roadways, has been recorded in the Office of the Recorder of Harrison County, Indiana.

ENFORCEMENT: Enforcement of these covenants shall be by proceedings at law or in equity, either to restrain violations or to recover damages against a person violating or attempting to violate any covenant.

SEVERABILITY: Invalidation of any of these covenants by judgement or court order in no way affects any of the other provisions which shall remain in full force and effect.

The Developer's obligation hereunder shall cease after all lots are sold, and the Architectural Control Committee shall be dissolved and their duties and obligations hereunder shall cease after dwellings have been constructed on all lots. The burden of enforcing the aforesaid restrictions and covenants shall become the duty of the majority of the property owners or their designated representative.

