

**Declaration of Covenants  
Alexander's Farm Subdivision**

The undersigned, Alexander's Farm, Inc. (hereinafter Declarant) and Kent Andrew Kazmaier and Kelli Kazmaier the owners of all the real estate known as and recorded as Alexander's Farm Subdivision (hereinafter referred to as Alexander's Farm) a 24 Lot residential subdivision in Vigo County, in the Township of Lost Creek, as the same appears on the plats of the Subdivision in the Office of the Recorder of Vigo County, State of Indiana, desire to subject said real estate to the covenants and restrictions which covenants and restrictions are for the benefit of said property, and each and every parcel thereof, and shall apply to and bind the owners thereof, their successors in interest, grantees and assigns of whatever nature, and shall be held, transferred, sold or otherwise conveyed, subject to said covenants and restrictions and easements.

The property which is hereby made and shall henceforth be subject to these protective covenants and restrictions as herein set forth is the real estate of Alexander's Farm, including all phases thereof, which shall comprise all of the following real estate:

Ten acres described as follows, to-wit: Beginning at the Northwest corner of the Northwest Quarter of Section 7, Township 12 North, Range 8 West, thence south along the section line 950 feet, thence East 458.5 feet, thence North to a point on the North line of said Section 7, 458.5 feet East of the Northwest corner of the Northwest Quarter of Section 7, Township 12 North, Range 8 West, thence West along the North line of said Section 458.5 feet to the place of beginning, containing 10 acres, more or less.

Except that part as platted into Victoria Estates as shown in Plat Record 30, Page 82.

ALSO

90 Acres off the West side of the North West quarter of Section 7, Township 12 North, Range 8 West. EXCEPT that part thereof described as follows, to-wit:

Beginning at the northwest corner of the said North West quarter of said Section 7, Township 12 North, Range 8 West, thence south along the section line 950 feet, thence east 458.5 feet, thence north to a point on the north line of said Section 7, 458.5 feet east of the northwest corner of the Northwest Quarter of Section 7, Township 12 North, Range 8 West, thence west along the north line of said section 458.5 feet to the place of beginning, containing in said exception 10 acres, more or less. Also Except that part as platted into Victoria Estates as shown in Plat Record 30, Page 82.

Also known as Alexander's Farm Subdivision recorded October 27, 2003 at Instrument 2003033326 in the records of the Recorder of Vigo County, Indiana.

1. All lots in said Subdivision except lot 20 shall be known and designated as single family residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than a single family dwelling and appurtenant structures as specifically permitted herein. No lot or building site shall by sale, transfer, division, or other means be so reduced as to contain a lesser area than set out in the plat, however, the owner of two contiguous lots may erect one residence thereon without regard to any restriction with respect to the side lot lines of each of said lots which form the boundary between said lots.

2. No structure (including play houses) shall be erected, placed, altered or remodeled in Alexander's Farm until the plans, specifications, and the plot plan showing such building area and the proposed improvements have been approved in writing, as to the conformity and harmony of the external design and high quality standards of construction, in keeping with the high standards of Alexander's Farm and as to location of the structures with respect to the topography of the ground and finished ground elevations and to effect continuity of

construction, by Declarant or its duly appointed representative designated in writing. Any outside building must look similar to the main residence. This right of approval shall be the sole and exclusive right of Declarant pending establishment of a Home Owners Association by Declarant at which time the Homeowners Association shall have sole and exclusive approval. Such approval or disapproval shall be conveyed in writing. Declarant shall have 30 days from the submission of the plans and specifications to approve said plans. If the Declarant fails to either approve or disapprove the plans within said 30 day period the plans shall be deemed approved.

3. No professional office, business, trade, day care, or commercial activity of any kind shall be conducted in any building or on any portion of the property covered by these covenants. No church, school, profession, or trade activity shall be operated within the subdivision. It is specially declared that an office or the use of one or more residential spaces by the Declarant for sales, rental or construction development maintenance relative to the growth of the subdivision shall not constitute a violation of the prohibition against use of the property in the Subdivision for commercial or business purposes or enterprises.

4. No advertising sign or device or signage of any other type shall be posted, erected, displayed or maintained on any lot in the subdivision, except by Declarant, a licensed real estate broker or an owner for the purpose of selling the property. No structure shall be permitted to remain on any lot in Alexander's Farm other than a residential structure and a private garage. All buildings and structures must be maintained in keeping with the high standards of Alexander's Farm. Permanent exposed tree houses, storage barns, clothes lines, garbage cans, containers, trash barrels, or similar structures are prohibited (except on days of pick-up service).

5. The residential structure shall not be less than 2000 square feet of living space for all homes exclusive of open porches, basements and garages. All fencing must be vinyl or wrought iron and be properly maintained the manufacturer's guidelines so as to maintain the high standards of Alexander's Farm. All houses must be built prior to a detached garage.

6. No building shall be located on any lot nearer to the front or side building set back lines thereof than the front and

rear building lines as shown on the recorded plat of Alexander's Farm Subdivision unless a written variance is granted by Declarant.

7. Easements and drainage. No structures or fences shall be placed in or upon any easement areas within the boundaries of any building area in Alexander's Farm excepting shrubs or plants, which may be located within the easement areas, provided that said shrubs and plants do not hamper utility use or access. No structures or plantings or other material will be allowed that may damage or interfere with or change the direction of flow of drainage facilities or swales whether or not located in the easement areas. The easement and drainage facilities of each lot and all improvements on such lot shall be continuously maintained by the owners of such lot, except for improvements for maintenance of public authority or utility company for which said entity is responsible.

8. Before any excavation commences for any house the owner or owner's contractor shall rough in the permanent driveway and white rock same. Thereafter, construction traffic for that house shall be limited to the white rock area. The owner or owner's contractor shall take all precautions to keep erosion of the lot at a minimum and is responsible for all rule 1 erosion control requirements. This restriction is necessary to control dirt, silt and soil for the subdivision. Extra and unneeded dirt from excavation on any lot may not be removed from the subdivision without prior consent of the Declarant. All improvements to be located on the lot shall be completed within one year from the commencement of the construction. This provision to include exterior site work and planting and seeding of a lawn. During construction all trash shall be confined to a dumpster and shall be kept clear of excess debris.

9. All residential structures and other permitted buildings must be connected to the sanitary sewer system in the subdivision and use of other sanitary disposal systems shall be prohibited. No building shall have its gutters or downspouts connected to the sanitary system.

10. Electrical service lines, natural gas lines, telephone and cable television lines shall be placed underground and no outside utility lines of any nature shall be placed overhead. No LP gas tanks will be permitted.

11. All claims against the Declarant, the Association, or committee appointed thereby, for damages, if any, arising out of the approval or nonapproval of building plans, construction, reconstruction, alteration, maintenance or repair of utilities, street and/or common area, lighting system or on account of any temporary or other inconvenience caused thereby, are hereby waived by each owner and/or occupant of property within the Subdivision.

12. All residential structures must face an interior street of the subdivision. Entrances from roads or streets other than those of Alexander's Farm are prohibited. All driveways leading from the street to the garage located on any lot shall be constructed out of concrete.

13. Recreational structures, including but not limited to swing sets, playground equipment and basketball goals shall be constructed in a manner as to conformity and harmony of external design in keeping with the high standards of Alexander's Farm. An approved fence must enclose swimming pools and any outbuildings for said pool must match the exterior of the house, follow all guidelines for additional structures, and be approved by the Declarant. NO ABOVE GROUND POOLS SHALL BE PERMITTED.

14. No trailer, shack, basement, garage, barn, pole barn, mobile home, out building or temporary structure shall be erected, altered, placed or permitted on any residential lot for use as a residence, either temporarily or permanently. All structures erected on said lots shall be newly erected thereon. Pre-engineered or modular homes shall not be permitted.

15. No animals or poultry of any kind, other than those classified as house pets, shall be maintained, reared or harbored on any lot in Alexander's Farm. Not over 2 dogs and none of pit-bull or pit-bull mix will be allowed. All animals will be restrained in accordance with county ordinance.

16. No obnoxious, offensive, deleterious or objectionable odors, sounds, light or activity of any kind shall be permitted to exist which could be an annoyance or nuisance to the neighborhood including but not limited to the following:

- A) The discharge of any firearms (B.B. guns, etc., or archery) or explosives of any character;

- B) Use of motorized vehicles or objects on the lake except for a trolling motor as specifically permitted in the Alexander's Farm Lake Covenants.
- C) Yard sales are limited to no more than two (2) per year per residence.

17. No boat, trailer, camper, mobile home, commercial vehicle, work vehicle or inoperative vehicle or the like, shall be kept or parked on roadways or driveways but shall be parked within a garage.

18. Satellite dishes not exceeding 30 inches in width are permitted but shall be maintained by the owner on said lot, in the rear of dwelling. No other electronic aerials of any type or nature shall be permitted without written approval of the Declarant or the Association.

19. Declarant shall have final approval of mailbox design. Each lot owner shall install an outside driveway light prior to moving into residence. Any additional light poles to be installed shall be subject to the Declarant's approval.

20. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building areas in the subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building areas covered by these covenants.

21. Declarant, or its duly authorized representative, after completion and occupancy of Ninety Percent (90%) of the lots in the Subdivision, may cause to be formed, an Alexander's Farm Home Owners Association, with each lot owner having one (1) vote in decisions relative to their functions with Bylaws for said Association to be established by the Declarant upon the formation of the Association. Each lot owner will be a member of the Alexander's Farm Home Owners Association and shall be subject to the rules, regulations and assessments adopted and approved by the Association. Association dues shall constitute a lien on the real estate owned by that party in the subdivision. Said Association may develop and adopt rules or regulations as deemed appropriate by the majority of lot owners, except that no rules or regulations may negate or detract from the restrictions and covenants established herein so long as

Declarant holds ownership of any lot. At such time as an Association is formed and becomes established by an election of officers from among the lot owners, the association officers will establish a yearly fee, equal for each owner of a lot, which will be assessed to each lot subject to the qualification that any owner owning two adjoining lots for the purpose of using the lots as only one residential building site shall pay only one fee. The real estate upon which the fee is assessed is subject to the lien laws of the State of Indiana. It is specifically declared that the Declarant shall have one vote per lot owned in said subdivision, however, shall not be assessed an annual fee as set forth above per lot owned.

Establishment of a Home Owners Association as hereinafter set forth shall not operate as a transfer of or impair in any manner Declarant's sole and exclusive right of approval of building plans unless specifically transferred in writing.

Upon establishment of a Homeowners association the Association shall be responsible for the repair and maintenance of all the following:

- 1) Maintenance of the Subdivision's drainage system;
- 2) Maintenance of the Subdivision's erosion control measures;
- 3) Maintenance and repair of the Subdivision's street lights;
- 4) Maintenance and repair or replacement of entrance and other Subdivision signs;

In addition, in the event Vigo County fails for any reason to accept the roadways in the subdivision for inclusion into the county system then the roadways shall be conveyed by the Declarant to the Homeowner's Association and all responsibility for the maintenance of said roadway system shall be the responsibility of the Association.

22. These covenants are to run with the land and shall be binding as to all parties and persons claiming under them until September 30, 2014 at which time said covenants shall automatically be extended for successive periods of Ten (10) years unless by vote of a majority of the lot owners of

Alexander's Farm taken pursuant to the terms and by laws of the Home Owners Association, it is agreed to modify or change said covenants. Declarant retains the right to amend, modify, or change these restrictions or covenants without notice or consent of the lot owners of Alexander's Farm and the Alexander's Farm Home Owners Association, if applicable, until September 30, 2014.

23. If the parties hereto, or any of them, or their heirs, successors, assigns or representatives shall violate or attempt to violate any of the covenants herein, or shall fail to pay any fee or assessment imposed by the Homes Owners Association, it shall be lawful for any other person or persons owning real property situated in said Alexander's Farm, his representatives or any assignees, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so and recover damages, reasonable attorney fees, and other dues for such violations, including all costs of said prosecution.

24. Declarant, or its representative, shall not be liable to any person, firm or corporation who may be the owner of any lot in said Subdivision, or otherwise, for any action taken by them under the provisions of this instrument, or be liable to any such person, firm or corporation for failure or refusal to do any act or thing which they may be authorized to do under the provisions of this instrument. Each and every subsequent owner of any and all of said lots in said Alexander's Farm Subdivision by acceptance of a deed therefore, shall be deemed to have waived and released for himself, his heirs, administrators, executors, successors and assignees any rights he may have or might acquire subsequently, to maintain any action at law or otherwise against Declarant, or their representatives, for any action taken or any failure or refusal to take any action under and pursuant to the provisions of this instrument.

25. Invalidations of any one of these covenants or any part thereof by judgment of court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

26. Declarant is provided access by subdivision roads to farm any undeveloped subdivision land until land is developed



Restrictive Covenant Notice:

Older Restrictive Covenants sometimes include provisions that are illegal and therefore unenforceable. However, the remaining Restrictive Covenants may be enforceable. Therefore, to fully disclose the information available to prospective purchasers, it is Williams & Associates policy to provide a reproduction of the Restrictive Covenants as they are recorded without comment regarding their legality or enforceability.

Williams & Associates is not responsible for the content of any restrictive covenants.