

## LEXINGTON FARMS

### PROTECTIVE COVENANTS RESTRICTIONS AND EASEMENTS

The undersigned, being the owners of a parcel of real estate in Vigo County, Indiana, being desirous of subjecting said real estate to the covenants and restrictions hereinafter described, each and all of which covenants and restrictions is and 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 said real estate shall be held, transferred, sold or otherwise conveyed subject to said following covenants, restrictions and easements.

The property which is hereby made and shall henceforth be subject to these protective covenants, restrictions and easements as herein set forth is as follows, to-wit:

Part of the Southeast Quarter of Section 6, Township 11 North, Range 8 West, 2nd Principal Meridian, Riley Township, Vigo County, Indiana, being more particularly described as follows:

Beginning at a rail spike in bituminous pavement set this survey on the south line of Section 6, said point being located N 90°-00'-00" W (assumed bearing and basis for bearings hereinafter cited), a distance of 749.58 feet (Record 749.58 feet) from the southeast corner of Section 6 as monumented by an iron pin in drill hole (monument of public record); thence continuing N 90°-00'-00" W, along and with the south line of Section 6, also being the centerline of 39th Drive (Moyer Road - a public road), a distance of 942.00 feet (= composite record dimension) to a 5/8-inch diameter iron with plastic cap set this survey; thence N 0°-08'-42" E a distance of 25.00 feet to a 4-inch diameter concrete monument set this survey; thence continuing N 0°-08'-42" E, along an old wire fence, a distance of 2603.52 feet to a 4-inch diameter concrete monument set this survey at a point 12.00 feet south

(Record 12 feet) of the north line of the Southeast Quarter of Section 6 as determined by the Vigo County Surveyor in survey of June 27 to July 8, 1941 (Riley Township Survey Book 'B', page 16, Vigo County Surveyor's Office); thence S 89°-51'-41" E, parallel with and 12.00 feet (Record 12 feet) south of the afore described Quarter Section line, a distance of 924.00 feet (= composite record dimension) to a 4-inch diameter concrete monument set this survey at a point located S 0°-08'-42" W, 12.00 feet (Record 12 feet) from the center of an old 14-inch by 14-inch concrete corner post (monument of public record), and also being located on the west boundary of that certain 2 acre parcel previously conveyed to Cecil W. Combs, et ux, by instrument dated 26 June 1964 and recorded 29 June 1964 in Deed Record 334, page 234-1, in the Office of the Vigo County Recorder; thence S 0°-08'-42" W, along and with the west boundary of the aforesaid Combs and also along and with the west boundary of a certain 2 acre parcel conveyed to same Combs by instrument dated 17 December 1963 and recorded 26 December 1963 in Deed Record 332, page 861-2 in the Office of the Vigo County Recorder, a distance of 220.40 feet to a 4-inch diameter concrete monument set this survey; thence S 89°-51'-41" E, along and with south boundary of the aforesaid Combs, a distance of 459.20 feet to a 4-inch diameter concrete monument set this survey; thence S 0°-00'-25" W, parallel with the east line of Section 6, a distance of 1054.32 feet to a 4-inch diameter concrete monument set this survey on the north line of that certain 9 acre parcel conveyed to Clarence C. Stoops, et ux, by instrument dated 23 March 1959 and recorded in Deed Record 315, page 402, in the Office of the Vigo County Recorder; thence S 72°-01'-45" W (Record S 71°-57' W) a distance of 469.94 feet to the northwest corner of the aforesaid Stoops, said point being located within a railroad tie fence corner post and witnessed by a 4-inch diameter concrete monument set this survey at a point S 0°-00'-25" W, 1.00 feet; thence, from the aforesaid northwest corner of Stoops, S 0°-00'-25" W (Record South), along and with the west boundary of the aforesaid Stoops and others, a distance of 801.69 feet (Record 801.69 feet) to a 4-inch diameter concrete monument set this survey at the southwest corner of that certain 1 acre parcel conveyed to same Clarence C. Stoops, et ux, by instrument dated 10 February 1961 and recorded in Deed Record 323, page 623, in the Office of the Vigo County Recorder; thence N 90°-00'-00" E, along and with the south line of said Stoops a distance of 1.36 feet to a 4-inch diameter concrete monument set this survey at the northwest corner of that certain 2.0 acre parcel conveyed to Ural

W. Starkey, et ux, by instrument dated 8 July 1952 and recorded in Deed Record 272, page 132, in the Office of the Vigo County Recorder; thence S 0°-12'-00" W (= record), along and with the west boundary of said Starkey, a distance of 353.55 feet to a 4-inch diameter concrete monument set this survey at the northwest corner of that certain 0.0734 acre parcel of highway right-of-way granted to the County of Vigo by instrument dated 21 May 1986 and recorded in Deed Record 407, page 768, in the Office of the Vigo County Recorder; thence continuing S 0°-12'-00" W a distance of 50.22 feet (Record 50.22 feet) to the point of beginning; containing 68.1415 acres, more or less.

Subject to public road-of-way for Moyer Road (39th Drive) of 20.0 feet in uniform, perpendicular width off of the southernmost side.

Also subject to additional highway right-of-way granted to Vigo County, Indiana, by instrument dated 18 August 1986 and recorded in Deed Record 406, page 833.

Also subject to the right, privilege, and easement conveyed to Indiana Electric Corporation by instrument dated 6 August 1923 and recorded 15 August 1923 in Miscellaneous Record 44, page 374.

Also subject to rights conveyed to Indiana Electric Corporation by instrument dated 9 August 1923 and recorded 26 October 1923 in Miscellaneous Record 44, page 586.

Also subject to rights granted Public Service Company, Inc. as shown by instrument dated 31 January 1968 and recorded in Deed Record 345, page 217.

Also subject to rights granted to Socony-Vacuum Oil Company, Inc. by instrument dated 17 April 1939 and recorded in Deed Record 215, pages 118 and 119.

Also subject to rights granted to the Ohio Oil Company by instrument dated 7 June 1943 and recorded in Deed Record 228, page 324.

Also subject to rights granted to Magnolia Pipeline Company as shown by instrument 1 July 1942 and recorded Miscellaneous Record 91, page 306.

Also subject to rights granted to the Ohio Oil Company by instrument dated 4 June 1943 and recorded in Deed Record 228, page 386.

Also subject to rights granted to the Magnolia Pipeline Company by instrument dated 11 February 1950 and recorded in Deed Record 261, page 54.

Also subject to other encumbrances of public record, if any.

All records of the Recorder's Office of Vigo County.

- (1) No store, church, school or any kind of business, commercial undertaking, profession, trade or activity of any kind nor obnoxious or illegal profession, business, trade or activity of any kind is to be carried out, undertaken or maintained in said subdivision; provided however, that this provision shall not be construed as preventing the practice of medicine so long as the premises are not used for a primary medical office.
- (2) No intoxicating liquors or alcoholic beverages of any kind or nature shall be manufactured or sold upon said property.
- (3) No obnoxious, offensive, deleterious or objectional odors, sounds, lights or activities of any kind or nature shall be permitted to exist, or in any way used or done upon said premises which could be an annoyance or nuisance to the neighborhood.
- (4) No trailer, basement home, tent, shack, garage, barn or other out building or buildings erected or placed on said tract shall at any time be used as a residence either temporarily or permanently, nor shall any thing or structure of a temporary or movable character be used or permitted as a residence either temporarily or permanently on said property.
- (5) No animals or poultry, excepting common house pets, of any kind shall be maintained, kept or permitted on the premises, either for commercial or non-commercial purposes.
- (6) Each dwelling shall have sufficient drainage and sewer which shall strictly conform to the existing rules and regulations of the State Board of Health to adequately provide for the disposal of waste and refuse of every kind and nature.
- (7) Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks,

tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

- (8) Said tract shall be owned, held and maintained as a residential tract, and no structure or building of any kind shall be erected, placed, altered, or permitted on individual residential lot therein other than one single family dwelling house with a minimum floor space of 2,600 square feet for multi-story structures or 2,200 square feet for a single-story structure, both such categories being exclusive of basements, lofts, garages or patios, and no detached garage is to be permitted, placed or erected on individual residential lots.
- (9) All structures including residences, garages, out-buildings and fencing as well as mail boxes, entry ways, gates, and other improvements which may be located upon any lot encompassed by this Agreement shall be approved by the undersigned, John Mutchner and Norma J. Mutchner ("the developers") in writing prior to the construction of said improvements.
- (10) These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until February 1, 1994, at which time these restrictive covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.
- (11) 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, it shall be lawful for any other person or persons owning any real property situated in said tract, his representatives or assigns, 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 so doing and to recover damages and other dues for such violation, including all costs of said prosecution.
- (12) Invalidity 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.

- (13) All mailboxes located on the property encompassed by this Agreement shall be designed by and approved by Developer prior to their installation.
- (14) No resident of any lot encompassed by these Covenants shall locate upon the outside of their property a boat or motor-home on a permanent basis nor shall they store any kind of trailer, or boat on the outside of the property on any basis other than temporary.
- (15) The residents of any lot which has frontage on the lake contained within the boundaries of the real estate covered by these covenants shall have the right to fish, swim, and use said lake but shall not be entitled to extend such privileges to persons other than their family, and house guests. By granting to the residents of properties which abut the lake property, all such residents hereby agree to release and do hereby discharge Developer, their heirs, successors and assigns, of and from any liability for any accident, damage, claim, or occurrence which may happen in connection with the use of the lake by any resident of this property and specifically agrees that they will refrain from bringing any actions against Developers for any liability which may arise from the use of the lake property by such resident. The residents owning lake property further agree that they will agree to indemnify Developer from any liability asserted against developer by the family and guests of any resident having such lake privileges and will specifically provide a legal defense for any such claim on behalf of Developer.
- (16) The residents of the lots covered by these Covenants shall not discharge firearms on the property nor carry out any target practice or other sport which involves the discharge of firearms of any type.
- (17) The roadways contained on the property described by these Covenants shall be maintained by Vigo County and all purchasers of real estate under these Covenants acknowledge that Developer shall not be required to provide snow removal, road maintenance, or other services in connection with the maintenance and up-keep of the roadways.
- (18) Not more than one residence may be built upon any one lot in the real estate encompassed by these Covenants without a special permit in writing from Developer.
- (19) Nothing contained in these Covenants shall be construed to prevent the use of one building site of two or more

lots for the use as a building site of portions of two or more lots, having a street frontage of not less the frontage of any one lot, a portion of which is included in such site.

- (20) No boat having a gasoline engine shall be operated upon the lake contained in the property described by these Covenants and no boat larger than a row boat shall be kept or utilized on the lake property.
- (21) The dam contained on the property described by these Covenants shall be maintained by all homeowners who have property fronting on such lake frontage and such dam repairs and maintenance shall be chargeable to such homeowners on an equal basis -- that is, the total expense for such repairs or maintenance shall be divided by the number of homeowners whose property fronts on such lake and each such homeowner shall be obligated to pay all such costs of dam repair, maintenance, treatment of the lake for algae, or other maintenance required for the lake or dam.

As owners of said real property the undersigned hereby execute the above Covenants, this \_\_\_\_\_ day of August, 1991.

\_\_\_\_\_  
John Mutchner

\_\_\_\_\_  
Norma J. Mutchner

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF VIGO     )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared John Mutchner and Norma J. Mutchner and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of August, 1991.

(SEAL) (Signature) \_\_\_\_\_  
(Printed) \_\_\_\_\_ Notary Public  
County of Residence: \_\_\_\_\_, Indiana

My Commission Expires:  
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