

DECLARATION OF COVENANTS GOVERNING
RICHLAND MANOR SUBDIVISION PHASE I, II & III

The undersigned, being the owner and developer of the real estate contained within the boundaries of Richland Manor Subdivision Phase III as the same appears on the plat thereof, which plat was recorded June 12, 1991 in Plat Book 26, at page 26, records of the Vigo County Recorder's Office, desires to subject said real estate contained within Richland Manor Subdivision Phase III to the covenants and restrictions herein described, each and all of 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 and interest, grantees and assigns of whatever nature, and shall be held, transferred, sold or otherwise conveyed, subject to said following said covenants and restrictions.

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 Richland Manor Subdivision Phase III as the same appears in Plat Book 26 at page 26, records of the Vigo County Recorder's Office, and which real estate located in Honey Creek Township, Vigo County, Indiana, is more particularly described as follows, to-wit:

A part of the Southeast Quarter of Section 21, Township 11 North, Range 9 West, of Honey Creek Township, Vigo County, Indiana, and more precisely described as follows: Beginning at a point N-89°-21'-24.89"E 331.14 feet from the Northwest corner of the Southeast Quarter of Section 21, Township 11 North, Range 9 West, thence running Southeasterly on a curve having a chord bearing S-56°-17'-34.67"E 73.39 feet, thence S-21°-53'-15.37"E 45.15 feet, thence S-02°-14'-00"E 197.66 feet, thence S-01°-50'-52.89"E 228.36 feet, thence S-11°-57'-40"-E 45.21 feet; thence S-19°-47'-20"E 51.48 feet; thence S-33°-37'-10"E 67.08 feet; thence S-44°-42'-10"E 192.39 feet; thence S-44°-42'-10"E 352.28 feet; thence N-73°-50'-42.44"E 275.85 feet; Thence S-63°-11'-50.22"E 125.75 feet; thence N-88°-09'-24"E 198.59 feet; thence N-85°-14'-24"E 382.27 feet; thence N-84°-

- 02'-15.69"E 190.81 feet; thence S-89°-03'-36"E 429.09 feet; thence S-78°-39'-38.91"E 209.18 feet; thence N-00°-09'-13.79"W 369.13 feet to the Southwest corner of Honey Hills Subdivision, thence N-02°20'-05.35"-E 111.87 feet, thence S-89°-59'-15.43'W 197.15 feet, thence S-53°-00'-06.69'W 103.51 feet, thence N-83°-18'-00"W 204.08 feet, thence N-89°-37'-12"W 82.56 feet, thence S-84°-03'-36"W 127.72 feet, thence North 410.43 feet, thence N-69°- 56'-29.68"W 24.77 Feet, thence N-71°- 11'-38.6"W 12.18 feet, thence N-00°- 00'-40.39'W 176.42 feet to the Northwest corner of Richland Manor Phase II Subdivision, thence S-89°-21'-24.89"W 1,597.63 feet to the point of beginning and containing 40.37 acres more or less.

1. No structure shall be erected, placed or altered on any building area in said subdivision until the plans, specification, and plot plan showing such building area have been approved in writing, as to conformity and harmony of external design in keeping with the high standards of the subdivision, and as to location of the structures with respect to the topography of the ground and finished ground elevation, by Richard K. Jenkins, or his duly authorized representative, or a committee of owners of the building area that may be designated by Richard K. Jenkins. Richard K. Jenkins or his designated representative, in keeping with high quality standards of construction and to effect continuity of construction shall have the right to approve or disapprove in writing the building contractor of each structure. In the event that Richard K. Jenkins shall die, then, the Board of Directors of the Richland Manor Development, Inc. shall have all of the powers previously outlined herein. If Richard K. Jenkins or his designated representative shall fail to approve or disapprove the plans within thirty (30) days after such plans have been submitted, no such approval shall be required.

2. No buildings or structures on any building area shall be used or operated, either wholly or partially, for commercial purposes or enterprises and all buildings shall be built, maintained and used exclusively for residential purposes.

It is specifically declared that the construction, maintenance and operation of a recreational facility will not constitute a violation of the prohibition against use of property in the subdivision for commercial purposes or enterprises.

It is also specifically declared that an office or the use of residential space by Richard K. Jenkins, Richard Jenkins Construction, Inc. or the Richland Manor Development, Inc. or an area for sales, rental or maintenance relative to the function of the subdivision shall not constitute a violation of the prohibition against use of property in the subdivision for commercial purposes or enterprises.

3. Richard K. Jenkins or his duly authorized representative may, at his option, cause to be formed a Home Owners Association for Richland Manor Subdivision and Richland Manor Subdivision Phase III with each owner having one vote in decisions relative to their function. Each owner of a building area within both Richland Manor Subdivision, Richland Manor Subdivision Phase II and Richland Manor Subdivision Phase III will be a member of the Home Owners Association and shall be subject to rules, regulations and assessments adopted and approved by the single Home Owners Association.

The owners of building areas within the boundaries of Richland Manor Subdivision Phase III, being members of the single Home Owners Association, shall and will be responsible for maintaining all common areas and the cost of maintaining electric street lights located within Richland Manor Subdivision Phase III after the sale of 50 lots in Richland Manor Subdivision or 5 years from July 1, 1988, whichever event first occurs, and said responsibility for maintaining all common areas and the cost of maintaining electric street lights located within Richland Manor Subdivision Phase III shall be simultaneous with the responsibility of the owners of building areas within the boundaries of Richland Manor Subdivision.

4. No fence, wall, or other structure of any kind shall be erected except upon approval in writing as provided above. Only privacy fences will be allowed, only to front side of house.

5. No outside television or radio aerial, disc or antenna or other aerial, disc or antenna for reception or transmission shall be maintained upon any lot.

6. No animals or poultry, except common house pets of any kind shall be maintained, reared or harbored on the premises. All house pets must be fenced.

7. No obnoxious, offensive, deleterious, or objectionable odors, sound, light or activity of any kind shall be permitted to exist

which could be an annoyance or nuisance to the neighborhood.

8. No trailer, tent, shack, basement, garage, barn or temporary structure shall be used of temporary or permanent residential purposed in the subdivision and no boat, trailer, mobile home, camper of any kind, commercial vehicle, or inoperative vehicle or the like, shall be kept or parked except inside a garage.

9. Recreation structures, including but not limited to swing sets, play ground 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 the subdivision. Swimming pool must be enclosed by privacy fence, and any out buildings for said pool must match exterior of the house.

10. Any structure once started is to be completed within a period not to exceed nine (9) months from the date of commencement of construction. This provision to include exterior site work and planting and seeding of a lawn.

11. 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 subdivisions, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building areas covered by these covenants.

12. Permanent exposed clothes poles and lines, garbage cans, trash barrels, burning barrels or other above ground devises are prohibited.

13. No out building except those listed in item number 9 above.

14. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by covenants it is agreed to change said covenants in whole or in part.

15. 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 Richland Manor Subdivision Phase III as described above, his representative or assigns to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing and to recover damages, reasonable attorney fees, and other dues for such violation, including all costs of said prosecution.

16. Invalidation of any one of these covenants and restrictions

or any part thereof by judgment or court order shall only invalidate the specific covenant and/or restriction or part thereof effected by said judicial or court order, and all remaining covenants and restrictions shall remain in full force and effect.

17. Easements are non-building easements, and no structures, fences or improvements shall be placed upon any easement areas within the boundaries of any building area of said Richland Manor Subdivision excepting shrubs and plants which may be located within easement areas, provided that said shrubs and plants do not hamper utility use and/or access.

18. Open burning shall not be permitted within the boundaries of said Richland Manor Subdivision.

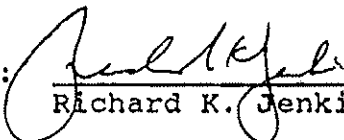
19. It shall be the responsibility of the owner or his agent to provide trenching for cable T.V., telephone and electric, and all shall be placed in the same trench. Maintenance of said utilities shall be the responsibility of each utility company.

20. No residential structure shall be erected, altered, placed or permitted to remain on any building area contained within the boundaries of Richland Manor Subdivision Phase III, as described above herein, unless the same contains square footage of living area, excluding garage and porch or patio as follows: (a) 2400 square feet minimum of living area, which residential structure shall have 90% brick or stone veneer, including gables; (b) 2800 square feet minimum of living area, which residential structure shall be 50% or more brick or stone veneer, including gables; (c) 3000 square feet minimum of living area shall be required, if the external covering of the residential structure is less than 50% brick or stone veneer, including gables; (d) residential structures with total wood siding shall include brick or stone veneer exterior on fireplaces; and (e) all residential structures contained within the boundaries of Richland Manor Subdivision Phase III shall have no less than a two (2) car attached garage.

21. The undersigned, Richard K. Jenkins, as owner and developer of the real estate contained within the boundaries of Richland Manor Subdivision Phase III, does hereby reserve the right to convey, assign and transfer all his right title and interest in and to Richland Manor Subdivision Phase III, including the right to oversee and approve construction within the boundaries of said subdivision, to Richland Manor Development, Inc.


IN WITNESS WHEREOF: I have affixed my signature this 14th
day of June, 1991.

RICHARD K. JENKINS

By: 
Richard K. Jenkins

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, the undersigned, a Notary Public in and for said
County and State, this 14 day of June, 1991, personally
appeared Richard K. Jenkins, and acknowledged the execution of
the above and foregoing Covenants.


Notary Public

My Commission Expires:
3-13-93
My County of Residence:
VIGO

This instrument was prepared by William J. Maher, Attorney at
Law, 140 Cherry Street, Terre Haute, IN 47807.

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.