

PROTECTIVE COVENANTS, LAKEWOOD SUBDIVISION
SEVENTEENTH PLAT RILEY TOWNSHIP,
VIGO COUNTY, INDIANA

Covenants, restrictions and easements affecting LAKEWOOD SUBDIVISION SEVENTEENTH PLAT, being a subdivision of part of the South One-half (S ½) of the Northeast Quarter (NE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 16, Township 11 North, Range 8 West, 2nd Principal Meridian, Riley Civil Township, Vigo County, Indiana, and more particularly described as follows:

Beginning at a point 695.32 feet North 00° 10' 26.5" West of the Southwest (SW) Corner, along the West Line of the said Northeast Quarter (NE 1/4) of Section 16, and 550.00 feet North 89° 32' 03.0" East; thence continuing North 89° 32' 03.0" East 637.00 feet; thence South 00° 10' 26.5" East 19.00 feet; thence North 89° 32' 0.30" East 129.33 feet to a point one and no hundredths (1.00) feet West of the East line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the said Section 16 (it being the expressed intent that the said point is one and no hundredths (1.00) feet West away from the said East line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the said Section 16), the said East line being the West line of a tract now owned by Richard and Nancy Bird, Deed calls for Eighty (80) rods [1320 feet], actual field measurement is 1317.33 feet; thence South 00° 10' 26.5" East parallel to one and no hundredths (1.00) feet West of the said West line of the said Richard and Nancy Bird tract, a distance of 120.00 feet, (it being the expressed intent that the said 120.00 feet line is one and no hundredths (1.00) feet West away from the said East line of the Richard and Nancy Bird tract); thence North 89° 44' 47.2" East parallel to and one and no hundredths (1.00) feet South away from the South line of the aforesated Richard and Nancy Bird tract, a distance of 801.00 feet, (it being the expressed intent that the said 801.00 feet line is one and no hundredths (1.00) feet South away from the said South boundary line of the Richard and Nancy Bird tract); thence South 45° 00' 00" East 100.00 feet to an unmarked point in the lake; thence South 31° 41' 20.5" East 258.93 feet to an unmarked point in the lake; thence South 39° 33' 00.0" West 451.97 feet to an unmarked point in the lake; thence North 50° 27' 00.0" West 492.86 feet to an unmarked point in the lake; thence North 71° 08' 52.7" West 141.18 feet to an unmarked point in the lake; thence North 82° 30' 26.1" West 192.00 feet to an unmarked point in the lake; thence South 76° 25' 13.8" West 108.00 feet to an unmarked point in the lake; thence South 85° 12' 34.3" West 69.18 feet to an unmarked point in the lake; thence South 57° 35' 49.5" West 270.71 feet; thence North 32° 24' 10.5" West 463.76 feet; thence South 89° 32' 03.0" West 131.15 feet; thence North 00° 10' 26.5" West 170.00 feet to the place of beginning. Containing 15.441 acres.

RAD Date 08/29/2000 Time 10:29:10
Mitchell Newton 6P
Vigo County Recorder
Filing Fee: 19.00
I 200013547 MI 211/3174

hereinafter specifically described on the Seventeenth Plat recorded in Plat Book 34
On page 222, in the Office of the Recorder of Vigo County, Indiana, on the 18

day of August, 2000.

This Declaration made this 26th day of August, 2000 by Norman B. Froderman and Barbara Y. Froderman, husband and wife, of Vigo County, Indiana, hereinafter called the "Declarants",

WITNESSETH:

WHEREAS, Declarants are the owners of the real property described in this Declaration and all of the lots shown on the plat herein referred to, and are desirous of subjecting said property to the covenants, restrictions and easements hereinafter described, each and all of which is and are for the benefit of said property, and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind their successors in interest, and any owner thereof.

NOW, THEREFORE, said Declarants hereby declare that the real property described in and referred to above is, and shall be held, transferred, sold and conveyed, subject to the covenants, restrictions and easements hereinafter set forth.

SECTION I. RESTRICTIONS

A. All lots in said subdivision are hereby designated to be single-family residential lots and shall be used only for residential purposes. No structure shall be erected, placed, altered, enlarged or permitted to remain on any lot in the Subdivision other than one single-family dwelling house, not to exceed two and one-half (2 ½) stories, on any lot located in the Subdivision and a private garage erected as an integral part of the dwelling building or attached to the dwelling by breezeway or porch for not less than two (2) automobiles. No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of the property covered by these covenants, except as specifically permitted hereby.

B. No family dwelling houses or other structure including but not limited to landscaping mentioned herein shall be erected, placed, altered, enlarged or permitted to remain on any lot until the building plans, specifications and plot plan showing the location of such structure herein referred to have been approved in writing as to conformity and harmony of external design with the existing structures situated in the area of the property, subject to these covenants, and as to location of the structures herein referred to with respect to topography and finished ground elevation, by Declarants or a representative designated by them. In the event said Declarants or their designated representative fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, or in any event, if no suit to enjoin the erection of said structure herein referred to or the making of such placement, alterations, additions, or enlargements has been instituted prior to completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

The powers and duties vested in these Declarants under this Paragraph B of Section I may be assigned by said Declarants to the ten record owners of the lots in said subdivision at such time as said Declarants hold less than seventy-five percent (75%) in area of the lots or building sites covered by these covenants provided that a written instrument acceptable to the Declarants shall be executed by an organization (whether a voluntary association or non-profit corporation, membership in which is limited to the record owners of lots in said subdivision) of the then record owners of a majority of the lots in said property and duly recorded, by which instrument said organization agrees to assume and perform the same powers and duties previously exercised by the Declarants under this Paragraph B. Such organization, or its duly authorized representatives, shall thereafter exercise the said powers and duties.

Declarants 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, nor shall said Declarants 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 subdivision by acceptance of a deed therefor, shall be deemed to have waived and released for himself, his heirs, administrators, executors, successors and assigns any rights he may have, or might acquire subsequently, to maintain any action at law or otherwise against Declarants for any action taken or any failure or refusal to take any action under and pursuant to the provisions of this instrument.

C. 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 said subdivision. No building shall be located nearer than 12 feet to any side lot line; provided, however, that where the said recorded plat of the subdivision shows building lines different from those shown herein, the building lines shown on the said plat shall govern; and, provided further, however, that the owner of two contiguous lots may erect one residence thereon without regard to any restriction with respect to the side line of each of said lots which forms the boundary between said lots.

D. No dwelling structure shall be erected or placed on lots adjacent to the lake numbered 469 and 470, which has a ground floor living area of less than Two Thousand Eight Hundred (2,800) square feet in a one (1) of one and one-half (1 ½) story structure, exclusive of any open porch, basement, and/or garage, or a ground floor living area of less than one thousand five hundred (1,500) square feet in a two (2) or two and one-half (2 ½) story structure, exclusive of any open porch, basement and/or garage.

E. On lake lots numbered 464, 465 and 466 no dwelling structure shall be erected or placed on any lot which has a ground floor living area of less than two thousand (2,000) square feet in a one (1) or one and one-half (1 ½) story structure, exclusive of any open porch, basement and/or garage, or a ground floor living area of less than one thousand two hundred (1,200) square feet in a two (2) or two and one-

half (2 ½) story structure, exclusive of any open porch, basement, and/or garage.

On lake lots numbered 467 and 468 no dwelling structure shall be erected or placed on any lot which has a ground floor living area of less than two thousand four hundred (2,400) square feet in a one (1) or one and one-half (1 ½) story structure, exclusive of any open porch, basement and/or garage, or a ground floor living area of less than one thousand three hundred (1,300) square feet in a two (2) or two and one-half (2 ½) story structure, exclusive of any open porch, basement and/or garage.

On lake lots numbered 461 and 462 no dwelling structure shall be erected or placed on any lot which has a ground floor living area of less than one thousand eight hundred (1,800) square feet in a one (1) or one and one-half (1 ½) story structure, exclusive of any open porch, basement and/or garage, or a ground floor living area of less than one thousand (1,000) square feet in a two (2) or two and one-half (2 ½) story structure, exclusive of any open porch, basement and/or garage.

F. On all non-lake lots, no dwelling structure shall be erected or placed on any lot which has a ground floor living area of less than one thousand seven hundred (1,700) square feet in a one (1) or one and one-half (1 ½) story structure, exclusive of any open porch, basement and/or garage, or a ground floor living area of less than one thousand (1,000) square feet in a two (2) or two and one-half (2 ½) story structure.

G. Boathouses and lake docks shall be permitted to be erected on lots adjacent to the lake; however, such structures shall be subject to the provision of Section I (B) of these covenants.

H. No noxious or offensive trade or activity shall be carried on upon any land or within any structure thereon covered by these covenants, nor shall anything be done thereon which may be or become objectionable, annoying or a nuisance.

I. No trailer, basement (except as part of a house), tent, shack, barn, sales office, or other business-type building shall be erected or placed within the area covered by these covenants, nor shall any such structure be used as a dwelling.

J. A perpetual easement is hereby reserved over each lot as shown by the recorded plat of said subdivision, for utilities installation, service and maintenance.

K. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of the property.

L. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon the approval of the Declarants, their representatives or assigns as provided in Paragraph B hereof. Any fence, wall, hedge, or mass planting across the rear of any of said lots shall be placed along the rear property line.

M. 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 lots covered by these covenants.

N. No owner of any lot in said subdivision shall have any rights whatsoever in, on or to any artificial lake constructed, part of which may be within the subdivision, except such as are set forth in the deed to his or her lot from Declarants. No owner of any lot in the subdivision shall have any responsibility for maintenance, supervision or control of any such lake except as set forth in said deed to his or her lot.

O. All driveways leading from the street driving surface to the garage located on any lot shall not be constructed out of layers of compacted small stones or like materials, unless it is bound with tar, asphalt, or blacktop, or unless the driveways consist of concrete or brick.

P. Any structure once started is to be completed within a period not to exceed eighteen (18) months from the date of commencement of construction. This provision to include exterior site work and planting and seeding of a lawn.

Q. No geothermal heating systems shall extend beyond the lot lines, and under no circumstances shall geothermal heating systems extend into the lake.

R. The driveway of each lot shall be underlaid with a minimum 12-inch drainage pipe, constructed of metal or concrete, which will be installed in a manner to prevent the obstruction of drainage from upstream or downstream from said lot. It shall be the duty of the owner of each lot to maintain said drainage pipe and keep the same open and unobstructed so that it allows the free flow of water upstream and downstream from said lot.

SECTION II. TERM AND EFFECT

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until the 28th day of August 2010, at which time said covenants automatically shall be extended for successive periods of ten (10) years unless by written agreement of a majority of the then record owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of these protective covenants any other person or persons owning any real property situated in said tract, or Declarants, their representatives or assigns shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these declarations or covenants or any part thereof by judgment, order, or regulation of any Court or other authority having lawful jurisdiction thereof, shall in no wise affect any of the other provisions hereof, which other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Declarants have caused these presents to be signed by them, the day and year first above written.

Norman B. Froderman
Norman B. Froderman

Barbara Y. Froderman
Barbara Y. Froderman

STATE OF INDIANA)
 SS:
COUNTY OF VIGO)

Before me, a Notary Public, in and for said County and State, personally appeared Norman B. Froderman and Barbara Y. Froderman, husband and wife, who acknowledged the execution of the above and foregoing document for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 29th day of August, 2000.

My Commission Expires: _____
6-22-01

Donna K. Schreffstall
Notary Public

Donna K. Schreffstall
Printed Name

Resident of Vigo County, Indiana

This instrument prepared by: _____
James O. McDonald #9473-84
648 Walnut Street, P.O. Box 8328
Terre Haute, IN 47808-8328
Telephone: (812) 238-2456