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DECLARATION OF COVENANTS GOVERNING  
BELFONTE SUBDIVISION

The undersigned, being the owner and developer of the real estate contained within the boundaries of Belfonte Subdivision as the same appears on the plat thereof, which plat was recorded Aug 1, 1991 in Plat Book 26, at page 40, records of the Vigo County Recorder's Office, desires to subject said real estate contained within Belfonte Subdivision to the 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 Belfonte Subdivision as the same appears in Plat Book 26, at page 40, 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:

The West Half of the South East Quarter of the South East Quarter of Section Twenty-one (21), Township Eleven (11) North, Range Nine (9) West, EXCEPT Beginning on the South line at a point six hundred sixty-three and five-tenths (662.5) feet West of the iron pin at the South East corner of said Section; thence running North three hundred forty-eight and forty-eight hundredths (348.48) feet; thence West thirty-five (35.0) feet; thence South three hundred forty-eight and forty-eight hundredths (348.48) feet; thence East thirty-five (35.0) feet to the place of beginning and containing twenty-eight hundredths (0.28) acre, more or less.  
Subject to an Electric Underground Line Easement as shown by instrument dated January 16, 1980 and recorded January 31, 1980 in Deed Record 381 Page 680 in the Vigo County Recorder's Office.

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 James D. Rinehart, or his duly authorized representative, or a committee of owner of the building area that may be designated by James D. Rinehart. James D. Rinehart 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 James D. Rinehart shall die, Donald R. Eyler shall have all of the powers previously outlined herein. If James D. Rinehart 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 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. It is specially declared that James D. Rinehart or his designated representative may maintain an office for the sale of lots and other related business purposes.

3. All lots in said subdivision are hereby designated to be residential lots and shall be used only for residential purposes.

4. No structure shall be permitted to remain on any lot in the subdivision other than one single family dwelling house 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 automobiles.

5. 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.

6. 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.

7. No trailer, tent, shack, basement, garage, barn or temporary structure shall be used of temporary or permanent residential purpose 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 the garage.

8. All dwellings must face an interior street of the subdivision. Entrances, from roads or street other than those of the subdivision, are prohibited.

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

10. 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.

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

13. No fence, wall, or other structure of any kind shall be erected except upon approval in writing by James D. Rinehart or his duly authorized representative. Only privacy fences will be allowed and said fences shall not be located closer to the road than the front side of the residence situated on said lot.

14. 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 the subdivision. Swimming pools must be enclosed by privacy fence, and any out buildings for said pool must match exterior of the house.

15. All chimneys in said subdivision exposed to exterior of dwelling must be of masonry veneer construction. Block and siding are prohibited.

16. No geothermal heating systems shall extend beyond the lot lines and under no circumstances shall geothermal heating systems extend into the utility easements.

17. 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.

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

19. A "building area" may consist of one or more lots or parts of more than one lot, or one lot and parts of other lots. Any building area owned by the same person or persons and combined in use as a building site shall be considered as one lot.

20. Entrance signs are the responsibility of the developer until 32 lots of the developer's interest is sold and transferred. At this time the responsibility is divided equally among lots whose owners are members of the Home Owners Association of the subdivision.

21. Street lights and common areas are the responsibility of the developer until 32 lots of the developer's interest is sold and transferred or five (5) years from June 1, 1991; whichever comes first. At this time the responsibility is divided equally among lots whose owners are member of the Home Owners Association of said subdivision.

22. Any structure once started is to be completed within a period not to exceed twelve (12) months from the date of commencement of construction. This provision to include exterior site work and planting and seeding of a lawn.

23. James D. Rinehart or his duly authorized representative may, at his option, cause to be formed a Home Owners Association each owner having one vote in decisions relative to the Association. Each owner of a building area will be a member of the Home Owner Association and shall be subject to rules, regulations and assessments adopted and approved by the Home Owners Association.

24. 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 representative 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, reasonable attorney fees, and other dues for such violation, including all costs of said prosecution.

25. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until June 1, 2001, at which time said 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 areas covered by these covenants it is agreed to change said covenants which shall remain in full force and effect.

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.

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**DECLARATION OF COVENANTS GOVERNING  
BELFONTE SUBDIVISION**

The Belfonte Home Owners Association desires to subject all real estate located in Belfonte Subdivision, plat book 26, page 40, records of the Vigo County Recorder's Office, to the following protective covenants and restrictions:

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 to as location of the structures with respect to the topography of the ground and finished ground elevation, by the Belfonte Home Owners Association Board or designees. The Belfonte Home Owners Association Board or designees, 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. If the Belfonte Home Owners Association Board or designees shall fail to approve or disapprove the plans within thirty (30) days after such plans have been submitted, no such approval shall be required. Building specifications must fall in accordance to originally used by E&R Construction.
2. 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.
3. All lots in said subdivision are hereby designated to be residential lots and shall be used only for residential purposes. All lots will be maintained to conform to the existing harmony and high standards of the subdivision.
4. No structure shall be permitted to remain on any lot in the subdivision other than one single family dwelling house and a private garage erected as an integral part of the dwelling building or attached to the dwelling by a breezeway or porch for not less than two (2) automobiles.
5. 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.
6. No obnoxious, offensive, deleterious, or objectional odors, sound, light, or activity of any kind shall be permitted to exist which could be an annoyance or nuisance to the neighborhood.
7. No trailer, tent, shack, basement, garage, barn, or temporary structure shall be used of temporary or permanent residential purpose in the subdivision and no boat, trailer, mobile home, camper of any kind, commercial vehicle, or inoperative vehicle of the like, shall be kept or parked except inside the garage.

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8. All dwellings must face an interior street of the subdivision. Entrances, from roads or street other than those of the subdivision, are prohibited.

9. Easements are non-building easements. No structures, fences, or improvements shall be placed upon any easement areas within the boundaries of any building areas of said Belfonte 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.

10. 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.

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 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.

12. All driveways leading from the street driving surface to the garage located on any lot shall not be constructed out of blacktop, asphalt, or layers of compacted small stones or like materials. All driveways shall be constructed of concrete or brick.

13. No fence, wall, or other structure of any kind shall be erected except upon approval in writing of the Belfonte Home Owners Association Board or designees. Only privacy fences will be allowed and said fences should not be located closer to the road than the front side of the residence situated on said lot.

14. 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 the subdivision. Swimming pools must be enclosed by privacy fence, and any out buildings for said such pool must match exterior of the house.

15. All chimneys in said subdivision exposed to the exterior of dwelling must be of masonry veneer construction. Block and siding are prohibited.

16. No geothermal heating systems shall extend beyond the lot lines and under no circumstances shall geothermal heating systems extend into the utility easements.

17. No outside television or radio aerial, disc, or antenna or other aerial, disc, or antenna for reception or transmission shall be maintained on any lot. Receiving dishes twenty-four inches (24") or smaller shall be allowed for television/radio reception and are to be attached to the house.

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

19. A "building area" may consist of one or more lots or part of more than one lot, or one lot and parts of other lots. Any building area owned by the same person or persons and combined in use as a building site shall be considered as one (1) lot.

20. Entrance signs are the responsibility of the Belfonte Home Owners Association. The cost of maintenance and/or replacement of said signs is divided equally among members of the Belfonte Home Owners Association.

21. Street lights and common areas are the responsibility of the Belfonte Home Owners Association. The cost of maintenance and/or replacement of said lights and common areas is divided equally among members of the Belfonte Home Owners Association.

22. Any structure once started is to be completed within a period not to exceed twelve (12) months from the date of commencement of construction. This provision to include exterior site work and planting and seeding of a lawn.

23. Each owner of a building area will be a member of the Belfonte Home Owners Association and shall be subject to rules, regulations, and assessments adopted and approved by the Home Owners Association. Each lot owner has one (1) vote in decisions relative to the association.

24. 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 representative 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, reasonable attorney fees, and other dues for such violation, including all costs of said prosecution.

25. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until June 1, 2001, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then Belfonte Home Owners Association covered by these covenants it is agreed to change said covenants which shall remain in full force and effect.

**These covenants were presented and adopted at the Belfonte Home Owner Association meeting on Sunday, August 6, 1995.**