

DECLARATION OF COVENANTS  
GOVERNING  
SUNSET III SUBDIVISION

E and R Construction, Inc., being the owner and developer of the real estate contained within the boundaries of Sunset III Subdivision as the same is recorded in the records of the Vigo County Recorder's Office.

The real estate which is hereby made and shall henceforth be subject to these protective covenants and restrictions as herein set forth is the real estate in Sunset III Subdivision. As the same appears in Plat Record 30, at Page 15, Records of the Vigo County Recorder's Office, and which real estate is located in Lost Creek Township, Vigo County, Indiana and is more particularly described as follows, to-wit:

A part of the east half of the Southwest Quarter of Section 10, Township 12 North, Range 8 West, Lost Creek Township, Vigo County, 2nd P.M., Indiana, and more particularly described as follows:

Beginning at a 5/8" iron rebar, 30" in length with a plastic cap engraved "John Keller, L.S. 80920000" (hereinafter referred to as 5/8" iron rod) located at the North west corner of the East half of the Southwest Quarter of Section 10, Township 12 North, Range 8 West; Thence North eighty-nine degrees, forth-one minutes, zero seconds East (N-89°41'00"-E) record and assumed bearing of the North line of the Southwest Quarter of said section, One Thousand Three Hundred Twenty-Eight and Twenty-Seven Hundredths (1,328.27) feet to a 1/2" iron pipe with a plastic cap engraved "W.T. Crowley L.S. 6966" located at the Northeast corner of the Southwest Quarter of said section. Thence South zero degrees, eighteen minutes, twenty-eight seconds East (S-00°18'28"-E) on the East line of the Southwest Quarter of said section, Eight Hundred Forty-Two and zero hundredths (842.00) feet to a 5/8" iron rod; Thence South eighty-nine degrees forty-one minutes, zero seconds West (S-89°41'00"-W) and parallel to the East line of said quarter section, Four Hundred Seventy-Eight and zero Hundredths (478.00) feet to a 5/8" iron rod; Thence South eighty-nine degrees, forty-one minutes, zero seconds West (S-89°41'00"-W) and parallel to the North line of said quarter section, One Thousand Fifteen and Twenty Hundredths (1015.20) feet to a 5/8" iron rod located on the West line of the East half of said quarter section; Thence North zero degrees, nine minutes, forty-two seconds West (N-00°09'42"-W) on the West line of the East half of said Southwest Quarter Section 10, Three Hundred Sixty-Four and Zero Hundredths (364.00) feet to the point of beginning.

Containing 14.55 acres more or less.

Subject to any Grants, Easements, or Right-Of-Ways of Record.

E and R Construction, Inc. desires to subject said real estate to the following covenants and restrictions which covenants and restrictions 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 following said covenants and restrictions:

1. No structure shall be erected, placed or altered on any building area in said Subdivision until the plans, specifications, 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 E and R Construction, Inc. or its' 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.
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 the covenants, except as specifically permitted hereby. It is specially declared that E and R Construction, Inc. or its' 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 a minimum 1,100 square foot single family dwelling house and a private garage for not less than 400 square feet erected as an integral part of the dwelling building or attached to the dwelling by a breezeway or porch. Storage buildings are allowed providing that they are constructed of wood, color coordinated to match dwelling house, no smaller than 8' x 10', no larger than 24' x 24', single story, non-residential.
5. No building shall be located on any lot nearer to the front, rear or side building set back lines thereof than the front, rear and side building lines as shown on the recorded plat of the Subdivision.
6. No obnoxious, offensive, deleterious, or objectional odors, sounds, light or activity of any kinds shall be permitted to exist which could be an annoyance or nuisance to the Subdivision.
7. No trailer, tent, shack, basement, garage, barn or temporary structure shall be used for temporary or permanent residential purposes in the Subdivision. No boat, trailer, mobile home, camper of any kind, commercial vehicle, or inoperative vehicle or the like, shall be kept or parked in front of houses.

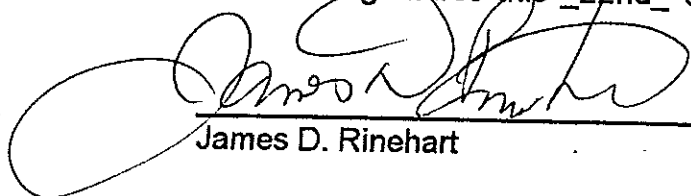
8. Easements and set back areas are non-building easements and set back areas. No structures, fences, or improvements shall be placed upon any easement areas within the boundaries of any building area of the Subdivision excepting shrubs and plants which may be located within easement areas, provided that said shrubs and plants do not hamper utility use and/or access.
9. No animals or poultry, except common house pets of any kind shall be maintained, reared, or harbored in the Subdivision. All house pets must be fenced. All dog houses must be constructed of wood, color coordinated to match dwelling house.
10. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building area 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.
11. All driveways leading from the street 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.
12. Fences shall not be located closer to the road than the front side of the residence situated on said lot. All fencing is to be constructed of wood, no metal or chain link.
13. Recreation 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 a privacy fence, and any out buildings for said pool must match exterior of the dwelling house.
14. No geothermal heating systems shall extend beyond the lot lines and under no circumstances shall geothermal heating systems extend into the utility easements.
15. 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 outside of privacy fenced back yard.
16. Permanent exposed clothes poles and lines, garbage cans, trash barrels, burning barrels, or other above ground devises are prohibited outside of privacy fenced back yard.
17. 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.
18. 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.

19. E and R Construction, Inc. or its' designated representative shall have the right to amend this Declaration of Covenants until December 1, 1996 with the consent of the owners of said lots in the Subdivision.

20. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by vote of a majority of the owners of the building areas covered by these covenants it is agreed to change said covenants.

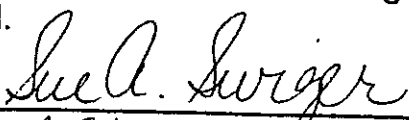
IN WITNESS WHEREOF, We have affixed our signatures this 22nd day of March, 1996.

  
James D. Rinehart

ATTEST:

STATE OF INDIANA)  
                                  )SS:  
COUNTY OF VIGO )

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of March, 1996, personally appeared James D. Rinehart, President, and acknowledged the execution of the foregoing Declaration of Covenants Governing Sunset III Subdivision as his free and voluntary act and deed.

  
SUE A. SWIGER, Notary Public

My County of Residence:

VIGO

My Commission Expires:

OCT. 24, 1998

This instrument was prepared by James D. Rinehart  
8783 Bono Road, Terre Haute, Indiana 47802

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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.

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IN WITNESS WHEREOF, We have affixed our signatures this 22nd day of March, 1996.

*James D. Rinehart*  
James D. Rinehart

ATTEST:

RECORDED  
AT 10:00 AM  
RECORD 207 PAGE 365

MAR 26 1996

STATE OF INDIANA)  
)SS:  
COUNTY OF VIGO )

*Nancy Burnhart*  
RECORDER (VIGO COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of March, 1996, personally appeared James D. Rinehart, President, and acknowledged the execution of the foregoing Declaration of Covenants Governing Sunset III Subdivision as his free and voluntary act and deed.

*Lila A. Switzer*  
LILA A SWITZER Notary Public

My County of Residence: Vigo

My Commission Expires: OCT 24, 1998

This instrument was prepared by James D. Rinehart  
8783 Bono Road, Terre Haute, Indiana 47802