

Restrictive Covenants For Blackstone Phase I

All of the lots numbered 60-63 and 97-106, inclusive, in the Blackstone Subdivision, ^{Phase I} shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; they shall be considered a part of the conveyance of any lot in the subdivision, without being written therein. The provisions contained herein are for the expressed mutual benefit and protection of the owners, present or future on any and all of the lots in the subdivision; their respective heirs, successors, grantees and assigns. The owner or owners, present or future, of any lots included in the subdivision, shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and further be entitled to damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from any such violation. *Volume 27 page 94*

1. No building shall be erected, altered, placed, or permitted to remain on the above described real estate other than a single family dwelling and a private garage for not less than two (2) cars nor more than three (3) Cars.
2. No dwelling shall be permitted on any lot having a floor area of the main structures, exclusive of one story open porches, breezeways, and garages, of less than one thousand four hundred (1,400) square feet for a one story, nor less than one thousand six hundred (1,600) square feet for a 1.5 story, nor less one thousand eight hundred (1,800) square feet for a 2 story dwelling.
3. No building shall be constructed nearer the street line than twenty-five (25) feet.
4. No building shall be constructed closer than ten (10) feet from the side property line.
5. All houses and buildings built must comply with the regulations regarding sanitary facilities as set forth by Indiana State Board of Health.
6. All improvements shall comply with the R-1 (P.U.D.) zoning regulations of Elkhart County, Indiana now in existence or as may be hereafter amended.
7. All improvements, including, but not limited to each lot, shall comply with Indiana Dept. of Environmental Management (IDEM) Rule #5 for soil erosion control. Each lot owner and owner's contractor will be held responsible for compliance with IDEM Rule #5. Each building lot must have installed prior to excavation work at back of curb, a filter fabric silt fencing extending the full length of the front property line. There shall be one (1) 20' wide access area at future drive location on each building lot. It shall be each lot owners and owner's contractors responsibility to maintain silt fencing until yard is established so as not to allow soil erosion onto curbing.
8. No out building of any kind or description shall be placed in Blackstone (hereinafter referred to as the "subdivision") without the prior written consent of the owners of all real estate contiguous of any boundary of the lot or lots upon which said building is to be placed, in addition to the written approval of the Architectural Control Committee.

ELKHART COUNTY RECORDER
SUSAN M. GUPE
FILED FOR RECORD

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ADJUDICATING I

o. Inside House

9. Construction of a residence must begin within twenty-four (24) months from date of ownership and must be completed within thirty (30) months from date of ownership.

10. All plans and grade levels shall be approved by the Blackstone Architectural Control Committee prior to any excavation work. (Timothy A. Miller and/or his duly appointed agent or agents is hereinafter referred to as the "A.C.C.") The A.C.C. reserves the right to require exterior details such as colors, roofing materials, steeper roof pitches, porches, trim details or any other details that are deemed necessary to maintain consistency with the style and value of homes built, or proposed to be built in the Blackstone Subdivision.

11. Each home constructed must have a mail box of the same design and type as specified by the developer.

12. Each home constructed must have a 4' wide sidewalk bordering all roadways adjacent to lot. Sidewalk design and type shall be as specified by the developer.

13. No lot or lots in said subdivision shall be divided in any manner whatsoever for the purpose or with the effect of affording additional building lots in said subdivision.

14. Trash, garbage, and other waste shall be kept only in sanitary containers, all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The term waste shall include but not be limited to all discarded household furniture, appliances, building materials, tools, toys, automotive, and other mechanical parts, other household fixtures and equipment of parts thereof which are not in use within the owner's premises. Storage of such items shall be specifically restricted to the area within the principal residential building or to enclosed accessory buildings such as garages, garden sheds, and storage buildings. Exterior storage of such items is specifically forbidden.

15. No burning of any kind, whether indoors or outdoors, of household trash, garbage, or construction material shall be permitted whether or not incinerators are used.

16. Easements are hereby granted to the County of Elkhart, Indiana, all public utility companies including, but not limited to, Verizon and Northern Indiana Public Services Company, and private utility companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, cables, poles, land wires, either overhead or underground with all necessary braces, guys, anchors, and other appliances in, upon, along and over the strips of land designated on the plat and marked "Utility Easement", for the purpose of serving the public in general with sewer, water, gas, electric, telephone service, etc. including the right to use the streets, where necessary, and to overhang lots with aerial service wires said easements for public utilities at all times for any and all of the purpose aforesaid and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent building shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes.

17. No outbuildings or garage when detached from the dwelling may be erected on any building plot until such time as there shall have been first erected thereon the residence to be erected on said building lot and any such outbuilding or garage shall be constructed in a workmanlike manner. No structure of any temporary character: trailer, tent, shack, garage, basement or other outbuilding shall be used as a residence temporarily or permanently.

18. No animals or poultry shall be permitted to be kept or housed in the subdivision. No commercial activity of any kind, including, but not in limitation, the sale or purchase of poultry, fowl, domestic animals or livestock of any kind, shall be permitted. Personal pets will be permitted only when confined to owner's premises or when walking off the premises on a leash. The practice of allowing pets to leave the premises unleashed is strictly forbidden. Boarding or housing of more than two pets of the same kind is strictly forbidden.

19. No manufacturing or commercial enterprise except model homes or homes used as temporary subdivision sales offices shall be maintained upon said real estate. No accumulations of lumber, scrap metal, old automobiles, or junk shall be permitted in the subdivision. No obnoxious or offensive activity shall be carried on any of the lots in said subdivision.

20. Each individual property owner must maintain the drainage system installed on his lot. No grading, planting, sodding, or surface covering shall be applied to the area between a front lot line and the outer edge of the street surfacing which in any manner reduces or impedes the storm drainage effectiveness (to theirs and their neighbor's property) of elevations and inclines in said street as originally established by the developer of this plat. Persons altering the drainage effectiveness of the system shall be held personally liable for damages resulting from such alterations. The developer and Elkhart County shall have the right to maintain the drainage system, at the expense of the owner, of all property whose owner has altered or failed to maintain such drainage system. This restriction also applies to all drainage systems which are shown in the original plat of the subdivision.

21. No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot in area, one sign not more than five square feet advertising the property for sale or rent, and signs used by builder or the developer to advertise the property during the construction and initial sale period.

22. No storage sheds, garages, garden sheds, pool or bath houses, or any other accessory building or enclosed pool shall be permitted without the prior written consent of the A.C.C. and all contiguous residential property owners which consents shall not be unreasonably withheld. Such structures shall be of high quality, shall be constructed in a workmanlike manner and shall be consistently maintained in an attractive and workmanlike manner. In the event there are no homes built on adjoining lots the A.C.C. shall have final say.

23. No fences, except decorative fence of a maximum height of two feet six inches (2'6") will be permitted in front of the rear building line of the principal structure on any lot. Rear yard fencing may have a maximum height of six feet (6'). Use of chain link or wire fences in front of said line is specifically forbidden. In addition, all fencing must have written consent from adjoining property

owners and the A.C.C. In the event there are no homes built on adjoining lots the A.C.C. shall have final say.

24. No major recreational equipment (for purposes of these restrictions, major recreational equipment is defined as including boats, boat trailers, travel trailers, pickup campers, or coaches designed to be mounted on automotive vehicles, motorized dwellings, tent trailers, and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not) shall be parked or stored on any lot except in a carport or enclosed building or behind the nearest portion of a building to a street, provided however, that such equipment may be parked on a lot for a period not to exceed 48 hours during loading or unloading. No such equipment shall be used for living, sleeping, or housekeeping purpose when parked or stored on a lot or in any other location within the subdivision.

25. No automotive vehicles or trailers of any kind or type or parts thereof, whether operative or inoperative, without current license plates shall be parked or stored on any lot other than in completely enclosed buildings.

26. No excavated dirt or soil shall be removed from the subdivision. All excess dirt and soil shall be placed in areas as directed by the developer.

27. Any dwelling built on two (2) adjoining lots must be so centered on the two lots that at least twenty percent (20%) of the total length of said dwelling, including garage, extends on to each of the two lots.

28. No wood utility poles shall be erected on any lot for any purpose including exterior lights, antennae poles, or basketball goal posts.

29. No exposed fuel tanks shall be installed on any lot.

30. All basements shall have a house erected upon the walls thereof within six (6) months from the date the said basement is dug.

31. All lots shall be mowed, trimmed and free of debris at all times whether vacant or not.

32. No television or communication satellite dishes are permitted to be installed or erected on any lot except for 20" or smaller dishes that can be visually concealed from the street or until such time that they are small enough to be placed inconspicuously in the yard. The acceptable concealment shall be established by the A.C.C. or its duly appointed agent.

33. All houses shall have installed on the premises a post light with electric eye in a location specified by the A.C.C.

34. No basketball hoops or backboards shall be attached to houses; however basketball hoops and backboards may be attached to metal poles placed in appropriate locations on the lot.

35. There shall be no exterior antennas mounted to a residence or on a lot unless it is approved in writing by the A.C.C.

36. It shall be required that each property owner shall have a landscaped and seeded or sodded yard within four (4) months after completion of the residence.

37. It shall be lawful, not only for developer, his successors and assigns but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted who have derived or who hereafter derive title from or through the developer of Fireside Homes, Inc., to institute and prosecute any proceeding at law or in equity against any person or persons violating or threatening to violate these restriction. If any person or persons violate or threaten to violate these restrictions herein, it shall be lawful for any person or persons owning any part of the above described real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from not doing or to recover damages or other dues from such violation.

38. It is expressly provided that a breach of any of the foregoing restrictions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith, and for value, as to the said premises, or any part thereof; but said conditions shall be binding upon and effective against any owner of said premises, whose title thereto is acquired by foreclosure, trustees sale, or otherwise, as to any breach occurring after such acquirement of title.

39. Failure by the developer or any other land owner to enforce any restrictions, condition, covenants or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

40. It is expressly agreed that in the event any covenant or condition or restriction hereabove contained or any portion thereof, is invalid or void, such invalidity or voidness shall in no way effect any other covenants, conditions or restrictions.

41. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which time said restrictions shall automatically be extended for a excessive period of ten (10) years unless an instrument signed by a majority of the homeowners of the subdivision lots have been recorded, agreeing to change said restrictions and covenants in whole or in part.

42. Any designated common areas shall be owned and maintained by the Blackstone Home Owners Association. Until such time that there are twenty (20) property owners in Blackstone, any changes to these common areas or the maintenance there of must be approved in writing by the developer. The same applies to the association dues and fees.

43. These restrictions are to run with lots 60-63 and 97-106 Blackstone subdivision.

44. It is expressly provided that the Developer, its successors or assigns, along with the Blackstone Homeowner's Association Board of Directors, shall have the exclusive right, for a period of fifteen (15) years from the date of the recording of this plat to alter or amend any or all of the restrictions

or covenants contained herein in the best interests of enhancing the use and enjoyment of this area and to upgrade the appearance and beauty of these areas. Such amendments signed and recorded in the office of the Recorder of Elkhart County, Indiana, shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot. After fifteen (15) years from the date this plat is recorded, these Restrictions and Covenants may be amended at any time by the recording of such amendments executed by the owners of the fee title of not less than seventy-five percent (75%) of the lots in the Subdivision.

45. The owner of each lot in the Subdivision, by virtue thereof and without further consent, shall become a member of the Association, subject to the Articles of Incorporation and the By-Laws thereof, which are attached, incorporated herein by this reference as Exhibit "A" and recorded in the Recorder's office with this document. However, each lot shall only have one owner for purposes of voting on all matters. The Association shall be authorized to accept any transfer of any lands in the Subdivision from the Developer to be used as common areas for the benefit of Subdivision lot owners. The Association shall be responsible for any common area, including lawn care, signage, mowing, snow plowing, sprinkling, maintenance and such addition to general maintenance activities in the Subdivision as the board of directors shall approve from time to time, and shall generally supervise the appearance of the Subdivision, lots, and dwellings. The Association shall also resolve disputes among owners of lots. For more accurate and complete description of the rights, obligations and duties of the members of the Association, the Articles of Incorporation and By-Laws must be consulted, especially in regards to liens for payments of dues and assessments, and for enforcement of the Association member's obligations; in the event of a conflict therein with any summary description contained in this paragraph, then the Articles of Incorporation and By-Laws shall govern.

DEVELOPER
FIRESIDE HOMES, INC.

By: [Signature]
Its: Timothy A. Miller



STATE OF INDIANA)
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State, personally appeared Timothy A. Miller, the President of Fireside Homes, Inc., who acknowledged the execution of the foregoing instrument, this 30th day of April, 2003.

WITNESS my hand and Notarial Seal.

My Commission Expires: Sept 11, 2006
ANGELA M. MCDOWELL
NOTARY PUBLIC STATE OF INDIANA
ELKHART COUNTY
MY COMMISSION EXP. SEPT 11, 2006

[Signature], Notary Public
Residing in Elkhart County, Indiana

This instrument prepared by Timothy A. Miller, President, Fireside Homes, Inc. 59555 C.R. 17, Goshen, IN 46528