

CONDITIONS, RESTRICTIONS, RESERVATIONS, AND PROTECTIVE  
COVENANTS FOR COUNTRY PLACE ESTATES

THE UNDERSIGNED, Roland B. and Carolyn J. Foster, being the owners of the subdivision hereby impose the following conditions, restrictions, reservations, and protective covenants on lots in Country Place Estates to-wit:

1. All lots in said subdivision shall be known, described and used only as single family residential lots.
2. All lots shall have only one story homes containing at least fifteen hundred (1500) square feet, excluding garages, carports, porches, and breezeways; all other style homes shall contain at least twenty-two hundred (2200) square feet excluding garages, carports, porches, and breezeways.
3. Construction of detached buildings on a lot shall be of the same material and external design of the principal structure on the lot.
4. Dwellings constructed in this subdivision are to be of stone or brick veneer; with wood or aluminum trim. Trim not to exceed ninety per cent (90%) of the exterior wall surface.
5. All driveways are to be paved with either concrete or bituminous asphalt.
6. The lot owners shall maintain all easements of record on their lot.
7. No noxious or offensive activity shall be carried on upon any lot in this subdivision or upon any part thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
8. No temporary structure shall be used at any time as a residence.
9. No vehicle shall be regularly or habitually parked on any street in this subdivision, and every owner of a residence in this subdivision shall provide adequate facilities for off-street parking for all vehicles kept on the premises.
10. No boat, trailer, or any other recreational vehicle shall be regularly or habitually parked in front of the building line.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that of dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Animal yards, quarters or pens shall be screened from the view of adjacent yards and/or streets.
12. Any fence erected upon any lot in the subdivision shall be erected so that the decorative, or finished side shall face adjacent dwellings, lots or streets.
13. Construction of any dwelling in said subdivision shall be completely finished within twelve (12) months from date said construction commences.

RECORDED  
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V. W. W. W. W. W.  
RECORDER OF  
WARRICK COUNTY, IN.

14. Other than those items that are required by governmental agency; nothing may be erected in the road right-of-way, excepting the island of a boulevard, that exceeds 48 inches in height.
15. The nearest lot shall provide the necessary wiring and electricity for each street light in the subdivision. The lot owner shall be reimbursed annually, the monthly cost of electricity for operation of the street light. A partial year shall be prorated to January 1.
16. A Committee shall be established for the purpose of collecting and disbursing funds for the maintenance and operation of the street lights located throughout the subdivision and any subsequent sections that may be added. The Committee shall consist of three (3) lot owners from the subdivision or subsequent sections. The term of office shall be for one year. So long as the developer has unsold lots in the subdivision or subsequent sections of the subdivision, the developer shall be one (1) of the members.
17. Costs for maintenance and operation of street lights shall be established by the Committee by December 1 of each year. The costs shall be paid, by January 1 of each year, in advance. The costs shall be divided into equal parts among all lot owners. After such assessment is mailed to the owner(s) by ordinary mail or delivered by hand, said assessment shall become a lien upon the respective lot until fully paid.
18. If said assessment is not paid within sixty (60) days, the assessment shall draw interest at the rate of 18% per annum, to which shall be added reasonable attorney's fees in the event the services of an attorney are utilized to collect the assessment.
19. The members of the Committee shall serve without pay, and acting in said capacity, shall act solely as agents for the owners of lots in the subdivision and subsequent sections, and by accepting this deed of conveyance, the owners of said lots agree to indemnify, protect, and save harmless the members of the Committee from any liability they might incur while acting in said capacity.
20. The acceptance of a conveyance of any lot or lands included within the above described real estate by any person or persons shall be construed to be in acceptance and affirmance by such person or persons such and all the protective covenants, conditions, reservations and restrictions set out herein, whether or not the same be set out or specified in such conveyance, also any lot owner petitioning for a zoning variance to consent an improvement nearer his property line than is permitted by the original plat, conditions, restrictions, reservations and protective covenants need only have written approval of the immediate adjoining property owners and not the written approval of all lot owners in the subdivision.
21. Invalidiation of any of the foregoing covenants, conditions, reservations or restrictions by judgement or order of a court shall in no way effect any of the other covenants, conditions, reservations and restrictions, all of which shall remain in full force and effect.

22. The right to remonstrate against annexation by the town of Newburgh, Indiana, has been knowingly and specifically waived, with such waiver a matter of record and in the chain of title on the lots in this subdivision.

23. Each and all of the protective covenants, conditions, reservations, and restrictions contained herein shall run in favor of and shall inure to the benefit of all owners of lands included within the above described real estate jointly and severally, and may be enforced by them or by any of them in any court of competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of said restrictions shall be liable to the aggrieved party for reasonable attorney fees, which shall be fixed by the court hearing said matter. The owner of any part of this subdivision shall have the right to enforce said protective covenants, conditions, reservations, and restrictions without proof of damages to his own property.

24. The restrictions, conditions, reservations and protective 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 said covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless any instrument signed by a majority of the then owners of the lands included within the above described real estate has been recorded agreeing to change or waive any covenant in whole or in part.

IN WITNESS WHEREOF, the undersigned being all the owners of all of the lots in said subdivision have caused the execution hereof this 25th day of February, 1987.

Roland B. Foster, Jr.  
Roland B. Foster, Jr.

Carolyn J. Foster  
Carolyn J. Foster

STATE OF INDIANA )  
) SS:  
COUNTY OF VANDERBURGH )

Before me, a Notary Public, the day and year below stated, personally appeared ROLAND B. FOSTER, JR. and CAROLYN J. FOSTER, and acknowledged the execution of the foregoing instrument to be their free and voluntary act and deed. WITNESS MY HAND AND SEAL, this 25th day of February, 1987.

Norine M. Reinhart  
Notary Public

NORINE M. REINHART  
Printed Name

County of Residence: VANDERBURGH

My commission expires: MAY 3, 1987

This instrument was prepared by Roland B. Foster, Jr.