

RESTRICTIONS, CONDITIONS AND COVENANTS
OF REISING SUN SUBDIVISION

THIS INDENTURE WITNESSETH, that RICHARD L. REISING and MARIE T. REISING do hereby impose on Lots One (1) through Six (6), inclusive, in Reising Sun Subdivision, a subdivision lying in Vanderburgh County, Indiana, recorded in Plat Record Book N, page 77, in the office of the Recorder of Vanderburgh County, Indiana, certain restrictions and covenants hereinafter specifically set forth, to-wit:

1. All lots in the above subdivision shall be known and described as residential lots and shall be sold and used solely for family size residential purposes and shall not be used for any business or commercial purposes.

2. No structures shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single family dwelling not to exceed two (2) stories in height and a private attached or unattached garage for not more than three (3) cars, and not more than one (1) other outbuilding. In addition to a three (3) car garage, one (1) other outbuilding may be erected upon any lot or parcel so long as the same meets the following limitations, to-wit:

(a) Such outbuilding is located to the rear of the extended back line of the dwelling house;

(b) Such outbuilding shall not be more than one and one-half (1-1/2) stories in height;

(c) Such outbuilding shall not be used for any living quarters.

3. The exposed exterior walls of each dwelling house shall be constructed solely or in combination of brick, stone, cedar, vinyl or aluminum siding. No dwelling house shall be constructed of exposed concrete blocks.

4. There shall be no basements constructed on any lot in Reising Sun Subdivision.


5. All finish floor elevations within all dwelling houses shall be at least 385 feet above mean sea level.

6. No utilities shall be installed in the 15 foot drainage easement shown on the plat.

7. Said drainage easement shall be maintained by the property owners, and shall be kept clear of debris. No building or structure, permanent or semi-permanent, shall be constructed in said easement.

8. A utility easement for telephone and cable lines exists for part of Lots 1, 2, 3, 4 and 5. A five (5) foot and ten (10) foot easement described as follows. Beginning on the North line of Lot 1, and twenty (20) feet East of the West line of Lot 1, thence centerline of ten (10) foot easement runs South, parallel with and twenty (20) feet East of the West lines of Lots 1, 2, 3, 4 and 5, to the South line of Lot 5. Also a five (5) foot easement off the entire North side of Lot 5. Also a five (5) foot easement off the South side of Lot 4, described as follows. Beginning of the West line of Lot 4, thence five (5) foot easement runs East parallel with and adjacent to the South line of Lot 4 to an existing five (5) foot easement, together with the right of ingress and egress over and across said strip and land adjacent to said strip for the purpose of exercising the rights herein granted.

No structure or building, except fencing and driveways, shall be erected upon said easement. Owner agrees to notify the utilities before any construction of fences or driveways is started.



9. All lots with the exception of Lot Five (5) must have the driveway exit onto Jobes Lane. The Lot Five (5) driveway must exit onto Middle Mt. Vernon Road and be located as near the west property line as practical.

10. No lot shall be re-subdivided into nor shall any dwelling house be erected or placed upon any lot having a width of less than eighty (80) feet.

11. Lot 1 through 4 shall have a building setback line of 60 feet from the west edge of Jobes Lane.

12. No noxious or offensive trade or activity shall be carried on upon any lot in said real estate nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13. No farm animals, work animals, livestock or poultry may be kept, bred, raised or harbored on any lot or parcel. No more than two (2) dogs and/or two (2) cats may be kept on any lot; provided however, household pets kept entirely indoors, such as birds, hamsters and like pets. All lots or parcels shall be kept in a neat, clean and tidy condition at all times.

14. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition.

15. The business of selling used motor vehicles shall not be conducted on any of the lots.

16. No trailer, basement, tent, shack, garage or other outbuilding erected on any of the above lots in said real estate shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

17. No dwelling house shall be constructed which contains less than one thousand two hundred (1,200) feet of ground floor area, excluding porch, breezeway, garage or carport.

18. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

19. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years, unless, by a vote of a majority of the then owners of the lots, it is agreed to change said restrictions in whole or in part.

20. Each and all of the covenants, conditions and restrictions contained herein shall run in favor of and shall inure to the benefit of all owners of said real estate 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 such 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 of said lots in said real estate shall have the right to enforce said covenants, conditions and restrictions without proof of pecuniary damage to his own property in said real estate.

21. The acceptance of a conveyance of any of said real estate by any person shall be construed to be an acceptance and an affirmance by such person of each and all of the covenants,

conditions, restrictions and reservations set out herein, whether or not the same be set out or specified in such conveyance.

22. Invalidation of any of the foregoing covenants, conditions, restrictions and reservations by judgment or order of a Court in no way shall affect any of the other covenants, conditions, restrictions or reservations, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Grantors, RICHARD L. REISING and MARIE T. REISING, have hereunto set their hands and seals this 15 day of March, 1988.

Richard L. Reising Marie T. Reising
Richard L. Reising Marie T. Reising

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Richard L. Reising and Marie T. Reising who acknowledged the execution of the foregoing Restrictions Conditions and Covenants of Reising Sun Subdivision to be their voluntary act and deed.

WITNESS, my hand and Notarial Seal, this 15th day of March, 1988.

Wilma Rae Davis
Wilma Rae Davis Notary Public
County of Residence: Vanderburgh

My Commission Expires:

7/30/89



This instrument prepared by JOHN L. CARROLL of the firm of Johnson, Carroll and Griffith, P.C., Attorneys, Evansville, Indiana (#62) 1138M