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Crystal Springs

## RESTRICTIONS AND PROTECTIVE COVENANTS FOR *Crystal Springs*

Crystal Springs, LLC, an Indiana Corporation, being the sole owner of all lots in *Crystal Springs* as the same appears of record in the Office of the Recorder of Clark County, Indiana, in Misc. Drawer \_\_\_\_\_, Instrument No. \_\_\_\_\_, does hereby impose the following Restrictions and Protective Covenants upon each lot within the Plat of *Crystal Springs* for the mutual benefit of all persons, firms and corporations who may now hereafter have any vested interest, legal or equitable, in any lot within such Development.

1. Primary Use Restrictions

Except has otherwise specifically provided for herein, no lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one half (2 ½) stories in height and with an attached garage for not more than three (3) cars for the sole use of the owner and occupants of the lot.

2. Approval of Construction and Landscape Plans

- (a) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (a) the location of improvements on the lot; (b) the grade elevation (including rear, front and side elevations); (c) the type of exterior materials and colors; and (d) the location, size, and material of the driveway shall have been approved in writing by a majority of the Developers.
- (b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for approval in writing prior to construction. The landscape plan shall show trees, shrubs and other plantings and shall be complementary to the lay of the land in order to retain the natural landscape and trees and be in the spirit of the subdivision.
- (c) Two hardy trees, such as Aristocrat Pear, Red Maple, Sugar Maple, Ash, or Dwarf Crabapple, with a minimum trunk diameter of one and one half (1½") inches shall be planted in the front yard on each building lot.
- (d) Variances to the specifications, restrictions and protective covenants contained herein shall not be made unless changed by a majority of the Developers. Approval shall be so noted on the plan specifications and variances.

References to the "Developer" in this paragraph shall include any person, firm, corporation or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence or wall.

3. Building Materials, Roof, Builder

- (a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer, or a combination of same. However, the Developer recognizes that the appearance of other exterior building materials (such as stucco or vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials. No underground dwelling, barn, dome, trailer, mobile or pre-manufactured homes will be allowed in the subdivision at any time.
- (b) The roof pitch of any residential structure shall not be less than seven (7) inches vertical for every twelve (12) inches horizontal for structures with more than one (1) story, and eight (8) inches vertical for every twelve (12) inches horizontal for one (1) story structures. Developer reserves the right to require a higher roof pitch or allow a lower roof pitch depending on the depth of the structure and its overall front elevation. Roof pitch or pitches must be shown and specified on the plans which must be approved in writing from the Developer.
- (c) The general contractor constructing the residential structure on any lot shall be approved by a majority of the Developers.

4. Garages

All lots shall have at least a two (2) car garage but not more than a three (3) car garage unless otherwise approved in writing by Developer or any person, firm, corporation or association to whom it may assign such right. Garages, as separate structures, are subject to prior plan approval under Section 2 hereof. No carport shall be constructed on any lot.

5. Setbacks

- (a) No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows extending no more than five (5) feet and steps. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations during the development of the subdivision. For purposes of this section, the Development of the subdivision shall be from the date that these restrictions and protective covenants are executed by the Developer to the date of the sale of the last remaining lot in *Crystal Springs*, to any person, firm or corporation other than the Developers.
- (b) For purposes of the Restrictions and Protective Covenants, all adjoining lots or portions thereof used as a site for the construction of a single dwelling structure shall be considered one (1) lot, so that these Restrictions and Protective Covenants relative to side lot lines shall mean the side lines of any one or more lots or portion or portions of any lot or lots used as a single dwelling building site.

6. Curb Protection and Damage

Any and all damage that occurs to the concrete curbs in this subdivision after the lot fronting the curb area involved is optioned or sold and as a result of home construction or improvement must be repaired or replaced by the lot purchaser to the satisfaction of the Developer and without cost or expense to the Developer.

The lot owner or his building contractor shall protect the concrete curb from damage at all times by means applicable to each particular situation, which normally would be accomplished by means of a dirt or gravel bridging or overlay in the area where all construction deliveries and ingress and egress occurs.

7. Minimum Floor Areas

- (a) The total finished ground floor area of a one-story house shall be a minimum of 1,500 square feet, exclusive of porches and garages.
- (b) The total finished floor area of a one and one-half (1 ½) story house or a bi-level shall be a minimum of 1,700 square feet, exclusive of porches and garages.
- (c) The total finished floor area of a two-story house shall be a minimum of 2,000 square feet, with a minimum of 1,000 square feet on the ground floor, exclusive of porches and garages.
- (d) Finished basement area, garages and open porches shall not be included in computing total floor area of any residential structure, measured at the center line of the foundations, exclusive of any porches and garages. Acceptance of any non-conforming structure shall be determined by a majority of the Developers.

8. Noise and Other Nuisances

- (a) It shall be the responsibility of the builder of each home to require his or her subcontractors to keep and maintain a neat and orderly construction site including the right of way.
- (b) It shall be the responsibility of each lot owner to restrict excessive noise from parties, construction, hobbies, sports, or otherwise what may disturb others.
- (c) Yard sales or garage sales are limited to one (1) occurrence per calendar year and may not have a duration of more than two (2) consecutive days.

9. Use of Other Structures and Vehicles

- (a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.
- (b) No lot shall have any structure other than the primary residence unless written approval is obtained in writing from the Developer. This includes, but is not limited to, tool sheds, shacks, children's playhouses, barns, pool pump houses, gazebos, etc.
- (c) No outbuilding, trailer, recreational vehicle, basement, tent, shack, garage, barn or structure other than the main resident erected on a lot shall at any time be used as a residence, temporarily or permanently.
- (d) No trailer, truck of one ton or greater, motorhome, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless approved in writing by the Developer and housed in a closed

overhead door garage. No automobile that is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, motorhome, boat, truck or other vehicle, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

- (e) No automobile or any other vehicle shall be continuously or habitually parked on any street or public right-of-way. For purposes of this paragraph, habitually or continuously parked on any street or public right-of-way shall mean any period in excess of six (6) hours. It is the intent of the Developer that residents of the Development park their vehicles in their driveways and/or garages.

10. Animals

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets in this geographic area may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pets or shall be leashed and under the control of a responsible person. Not more than two (2) household pets are allowed per residence, and no improvement, including, but not limited to, dog runs, pet houses or kennels, may be erected on any lot in *Crystal Springs*.

11. Landscaping and Sidewalks

After the construction of the residence, each Lot owner shall grade and sod from the rear corner of the dwelling forward to include the side and front yards; rear yard may be seeded and strawed; and shall otherwise comply with the landscape plan for such Lot which has been approved by the Developer in accordance with the provisions of this section. Each Lot owner shall thereafter keep and maintain the lot in good health and in a neat and attractive and well-kept condition satisfactory to the Developer.

Each lot owner, excepting those lots owned by the Developer, shall cause a concrete sidewalk to be constructed on the lot at the location determined and approved by the Developer in accordance with specifications set by the Developer and in accordance with all applicable governmental regulations/requirements, within thirty (30) days from completion of the residence. In the case of vacant lots, excepting those lots owned by the Developer, described sidewalk shall be constructed within thirty (30) days from the completion of residences on fifty (50%) percent of the lots in the subdivision, as determined by Developer, whether or not the lot owner has begun construction on that particular lot in the Subdivision; and the Developer, its successors and/or assigns, hereby reserve a perpetual easement over and through such sidewalk area as constructed ("Sidewalk Easement"). Such sidewalk shall thereafter be maintained in good repair and condition by lot owner, regardless of whether the sidewalk is located on the lot or within a right of way and/or easement adjacent to the lot.

12. Mail and Paper Boxes; Hedges; House Numbers

No billboard, signboard or sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the property for sale or rent, or except advertising signs, approved by the Developer, of builders and materialmen erected during the course of construction, which signs shall be removed immediately after the completion of the construction work, or immediately after the home is sold, or except development signs and Home Show and Model Home promotional signs of the Developer.

In an effort to establish uniformity in the subdivision, each lot owner is required to have a uniformly designed mail box and paper holder, with uniform numbers and/or letters, which will be specified by the Developer and which must be purchased directly from the Developer, a related entity or an independent third party vendor designated by the Developer. No other mailboxes or paper holders, whether temporary or otherwise shall be permitted on any lot in the development. All mailboxes will be maintained in a good state of repair at all times. The mailbox must be installed prior to closing of the sale of the home to the owner occupant.

13. Underground Utility Service

(a) Utility service lines serving each lot shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm or corporation owning any legal or equitable interest in any lot in the subdivision without the expressed consent in writing of the utility service companies providing utility service to the subdivision.

(b) No above ground or underground storage tanks will be permitted.

(c) No rain and storm water runoff for such things as roof water, street pavement and surface water caused by natural precipitation shall at any time be discharged into or permitted to flow into the sanitary system.

(d) All utility meters must be located on the side or rear of the home.

14. Prohibited Structures

(a) No outside clotheslines shall be erected or placed upon any lot in the subdivision.

(b) No antenna (except for standard, small television antenna) or microwave or other receivers or transmitters shall be erected or placed on any lot.

(c) Satellite dishes shall not exceed twenty-four (24) inches in diameter and all dishes are not allowed in the front and side yards of the lot, and are not allowed on the front or sides of the dwelling.

(d) No carports shall be constructed on any lot.

(e) No aboveground swimming pools shall be constructed upon any lot within the subdivision.

(f) No in-ground swimming pool shall be installed on any lot in the subdivision without prior written consent granted by the Developer relating to the size and location of said swimming pool. In presenting the plans of said swimming

pool to the Developer, the owner must also submit the plans for fencing, both as it relates to the location and materials to be used.

(g) No structure which may be permitted by these restrictions and protective covenants, shall be installed or built on a lot in the subdivision without prior written consent granted by the Developer. In presenting plans for any permitted structure to the Developer, the owner must also submit the plans of the structure as it relates to location and materials to be used.

15. Fences and Shrubs

No fence or privacy shrubs of any kind in excess of six (6) feet shall be allowed on said lots; and no fences at all shall be constructed from the rear line of the house to the front property line; and no landscaping of more than twenty-four (24) inches shall be allowed along said lot line, excepting ornamental fences not exceeding twenty-four (24) inches which are used around shrubs and flower beds. No fence or sidewall of any nature shall be built or erected in this development without the prior written consent and/or approval of the Developer, which would specify material used and location. Developer or its assigns shall have full and final say concerning construction and/or erection of exterior fences or walls.

Any fences subject to submission for approval must be wrought iron or have the appearance of wrought iron. Chain link fences or vinyl fences may be considered for approval at the Developer's option with the Developer having the right to require coating, specify color, and determining all materials used and location allowed. Wood fences are discouraged and cannot be placed on any property without the prior written permission of the Developer, with the Developer having no obligation to approve wood fencing.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property line and a line connecting them at points twenty-four (24) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. After development has been completed and the Developer no longer owns any lot or lots, approval and deviations from the restrictions must be approved in writing by a majority of the property owners in the subdivision, or if formed, by a majority vote of the Homeowners' Association.

15. Duty to Maintain Lot

1. Before the date of construction of a single-family residence is started, it shall be the duty of each non-developer owner to keep and maintain the grass at a level not to exceed eight (8) inches in height.
2. From and after the date construction of a single family residence is started, it shall be the duty of each lot owner to:

- (i) keep and maintain the grass on the lot at a level not to exceed four (4) inches in height,
- (ii) keep the lot free and clear of all weeds and trash (other than normal building materials used during construction )
- (iii) maintain and otherwise not interfere with utility or drainage easements situated on the lot.
- (iv) maintain the lot sanitary sewer line and clean-out in an unobstructed and functional condition, and
- (v) keep the lot neat, sanitary and attractive in appearance.

3. Should any owner fail to do so, then the Developer, the Association, or their assigns may, at the lot owner's sole expense, take such action as it deems appropriate, including mowing, removal of construction debris or repair/replacement of the sanitary sewer line, in order to make the lot neat, sanitary and attractive, and the owner shall, immediately upon demand, reimburse the Developer, the Association or its assigns for all costs incurred including reasonable attorney fees in taking such action. The Developer, the Association or its assigns shall be entitled to a lien on said lot and the improvements thereon to secure the repayment of any such amounts not paid upon demand, plus interest. Such lien shall be enforced in the same manner as the lien for assessments provided for herein and shall be deemed to attach at such time as a notice thereof is filed in the Clark County Recorder's office.

17. Business; Home Occupations

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Private professional business in home use is allowed subject to the Clark County zoning approval and shall in no way be outside the primary residence in any form such as signs, equipment, supplies, or vehicles. The private professional business shall not have expanded driveways or provisions for parking beyond what is normal and customary for a single-family residence.

18. Signs

No signs for advertising or for any other purpose other than a Builder's sign shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than six square feet; provided, however, the Developer shall have the right (i) to erect larger signs when advertising the subdivision, (ii) to place signs on lots designating the lot number, and (iii) following the sale of a lot, to place signs on such lots indicating the sale and/or the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

19. Leases

All leases or rental agreements for any of the homes in the subdivision shall be in writing and shall be for not less than twelve (12) month periods and shall be submitted to the Developer for their records and approval.

20. Drainage, Lot Deposit

- (a) Prior to the construction of a single family residence on each individual lot, it shall be the responsibility of the lot owner, or his assigns, to maintain erosion control on each lot to prevent erosion of earth onto any road, curb improvement, or adjoining lot. After the transfer of ownership from the builder to the resident, it shall be the duty of each individual lot owner to prevent any erosion of earth onto said improvements. Should any owner fail to take steps to prevent erosion, the Developer, the Association, or any person to which it may assign the right may take such actions as it deems appropriate, and the owner shall immediately, upon demand, reimburse the Developer or other performing parties for all expenses including reasonable attorney fees incurred in so doing.
- (b) Drainage of each lot shall conform to the engineered general drainage plans of the Developer for the subdivision. Under no circumstances shall a drainage ditch be filled, altered or piped without prior written consent of Developer's professional engineer. All storm water runoff, downspout drain lines and sump pump drain lines shall be directed to the drainage collection ditch shown on the plat of the subdivision and approved by the Developer in accordance with Section 2 unless an alternative discharge point is approved in writing by the Developer.
- (c) Each lot owner (including a builder owning any lot) shall comply with the erosion control plan filed for the subdivision pursuant to Rule 5 of 325 IAC 15-Storm Water Run-off Associated with Construction Activity. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.
- (d) Surface drainage easements and common areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be maintained in an unobstructed condition and the County Surveyor, County Engineer or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.
- (e) At the time of closing of each lot, a five hundred dollar (\$500) damage deposit is required to be paid to and held by the Developer. The Developer will refund this deposit after approval by the Developer provided that the builder/owner has abided by all the said Covenants and Restrictions. The builder/owner shall request approval from the Developer after the finished



grading of the lot has been done, but before the lot is seeded and sodded. The damage deposit may also be used to offset expenses incurred by the Developer due to such issues as, but not limited to, trash not properly cleaned during construction, erosion control, curb protection, and drainage problems caused by builder/owner. This paragraph does not limit, but is in addition to, the other remedies stated in these Covenants and Restrictions.

21. Disposal of Trash

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept, except in sanitary containers.

22. Easement

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow and drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

23. Restrictions Run With Land

- (a) Unless altered or amended under the provisions of this paragraph, these Covenants and Restrictions are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless altered or amended under the terms of this section 23 or section 29.
- (b) **The consent of the Developer is required to amend any provision herein so long as the Developer owns any lot and/or residence in the subdivision.**
- (c) Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

24. Plan of Development of *Crystal Springs*

*Crystal Springs* is planned to develop in three or more sections. The lots in the sections of *Crystal Springs* are subject to this declaration. Additional common areas may be conveyed to the Association at the time that subsequent sections are developed, and the Developer reserves the right to annex subsequent sections to the original development and each lot owner in *Crystal Springs* and each of the subsequent sections annexed to such development shall have the right and obligation to become members of the Association; to share the use of all common areas; and such lot owners shall be assessed for common expenses in the same manner as all the lot owners in this section of the subdivision.

25. Homeowners' Association

The Developer at his option may create a Subdivision Homeowners' Association, Incorporated, an Indiana Not for Profit entity ("Association"). With

establishment of such association, the Developers will file Articles of Incorporation with the Secretary of State of Indiana. The Developer shall and hereby reserves the right to assign certain of its rights hereunder to the Association, such assignment to be effective upon the recording by the Developer of an assignment and notice of creation of Association. Until such assignment and recordation thereof, all rights of the Association as may have been set forth in the Restrictions and Protection Covenants shall run to the benefit of, and be exercised by, the Developer. All lot owners within the Subdivision shall be members of the Association and shall have one vote per lot owned, provided that, so long as the Developer owns any of the lots within the Subdivision, Developer shall have one vote for each lot owned, without regard to whether or not such lot is owned by Developer. Each lot owner, by acceptance of a deed thereto, shall automatically become a member of the Association, regardless of any other abilities, intentions or desires of such owner, and each lot owner agrees to abide by the rules, regulations, by-laws, and to pay the fees and/or assessments of the Association.

26. Enforcement

Enforcement of these restrictions, excepting paragraph 22, shall be by proceeding at law or in equity, and may be brought by any owner of real property in the subdivision, the Developer or the Association against any party violating or attempting to violate any covenant or restriction, either to restrain violations, to direct restoration or to recover damages. Failure of the Developer, the Association or any owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

In the event that any building construction is done in violation of the plans, specifications, materials and color approved by the Developer, then the building contractor and lot owners, shall be jointly and severally liable to the Developer for an enforcement fee of Two Thousand Five Hundred Dollars (\$2,500.00) in addition to injunctive relief, damages, and expenses of litigation, including reasonable attorney fees. Such fee is payable within thirty (30) days of written notice, and corrective actions by the building contractor and lot owner, approved by the Developer shall be completed within sixty (60) days.

27. Invalidation

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

28. Obligation to Construct or Reconvey

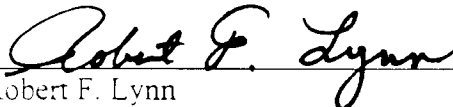
Each lot owner shall within one (1) year after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling approved according to paragraph 2, upon each lot conveyed; provided, that should said construction not commence within the specified period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for Eighty Percent (80%) of the agreed purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to the Developer by Warranty

Deed. Any deposits held by the Developer on lots repurchased by the Developer will be considered forfeited. Failure of the Developer to elect to repurchase any lot on which construction has not commenced under the terms of said provision shall not be deemed a waiver of the Developer's right to elect to repurchase in the future any or all of such lots on which construction has not commenced.


26. Reservation by Developer to Alter or Amend Restrictions and Protective Covenants

Notwithstanding anything to the contrary contained herein, the Developer, its successors and assigns, reserves the right to unilaterally alter or amend these Restrictions and Protective Covenants during the development period of the subdivision. For purposes of this section, the development period shall be from the date that these Restrictions and Protective Covenants are executed by the Developers to the date of the recording of a Deed for the last lot in *Crystal Springs*, to any person, firm or corporation other than the Developer.

Crystal Springs, LLC

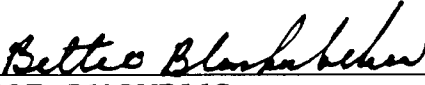
  
Robert F. Lynn

  
Steven E. Klein

  
Damian T. Cristiani

STATE OF INDIANA    )  
  )   SS  
COUNTY OF CLARK    )

Before me, the undersigned, a Notary Public in and for said County and State, this 5TH day of Feb, 2003, came Crystal Springs, LLC by Robert F. Lynn, Steven E. Klein, and Damian T. Cristiani, for and on behalf of said company, and acknowledged the execution of the above and foregoing Restrictions.

  
NOTARY PUBLIC  
BETTIE BLANKENSHIP  
Printed Name

My commission expires:  
4-22-07

PREPARED BY BOB LYNN