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Transaction # 68371

RESTRICTIONS AND PROTECTIVE COVENANTS FOR LEGACY SPRINGS (formerly known and approved as West Oaks Section II)

PLAT #1343

J S and Associates LLC, Jim Senn, Member and Developer, being the sole owner of all lots in LEGACY SPRINGS (formerly known and approved as West Oaks Section II) as the same appears of record in the office of the recorder of Floyd County, Indiana, in Deed Drawer _____, Instrument No. 201601781, Do hereby impose the following Restrictions and Protective Covenants upon each lot within the Plat of LEGACY SPRINGS for the mutual benefit of all persons , firms, corporations, and associations who may now or hereafter have any vested interest, legal or equitable, in any lot within the development.

1. Primary Use Restrictions

No lot shall be used except for private single-family residential purposes, with the exception that these restrictions recognize that a family in-home business that has approval from the Floyd County Board of Zoning Appeals can exist. No structure shall be erected, placed, altered or permitted to remain on any lot except a single-family dwelling designed for the occupancy of one single family (Including any domestic servants living on the premises), not to exceed two and one half (2-1/2) stories in height and containing a private garage attached for the sole use of the owner and occupants of the lot. A detached garage or storage facility (that is architecturally compatible to the residences) may be constructed.

2. Approval of Construction and Landscape Plans

No structure may be erected, placed or altered on any lot until plans are submitted showing the (a) location of improvements on the lot; (b) the grade elevation (including front, rear, and side elevations); (c) the type of exterior material ; (d) the location and size of the driveway, which shall have been approved in writing by the Developer. References to "Developer" in this paragraph shall include any person, firm, corporation or association to whom the Developer may assign the approval duties. 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 materials of all structures shall extend to a maximum of six (6) inches above ground level and shall be either brick, stone, brick veneer, stone veneer or a combination of the same, with the exception that cement board siding can be used with approval of developer in writing or by the architectural construction committee.
- (b) The main roof pitch of any residential structure shall not be less than six (6) inches vertical for every twelve (12) inches horizontal.
- (c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one (1) year and must have supervised the construction of or built a minimum of six (6) homes. The Developer may waive this requirement to maintain high quality of construction within the subdivision and reserves the right to waive these standards of experience.

4. Setbacks

- (a) No structures shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines 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 Legacy Springs to any person, firm, corporation, or association other than the Developer.
- (b) For the purposes of these 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 single dwelling building site.
- (c) For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this exception shall not be construed to permit any portion of a dwelling structure or any other building be erected in violation of side yard requirements or any applicable zoning ordinance in effect at the time of construction thereof.

5. Minimum Floor Areas

- (a) The ground floor living area of a one-story house shall be a minimum of 1600 square feet, exclusive of porches and garages.
- (b) The total living area of a one and one-half (1-1/2) story house shall be a minimum of 1750 square feet, exclusive of porches and garages.
- (c) The total living area of a two (2) stories or bi-level house shall be a minimum of 1800 square feet, exclusive of porches and garages.
- (d) Finished basement areas, garages, and open porches shall not be included in computing total living area of any residential structures, except that finished area on the lower level of a bi-level will be considered in computing total living area.

6. Garages and Driveways

- (a) All lots shall have at least a two (2) car garage a minimum of 21 feet 6 inches in width and shall have a side or rear entry, unless having been granted an exception by the Developer.
- (b) Garages, as separate structures, are subject to prior plan approval under Paragraph 1 hereof.

- (c) No carports shall be constructed on any lot.
- (d) Prior to the start of construction of any dwelling, the contractor will install and stone the driveway so that it can be used during construction of the dwelling.
- (e) A driveway shorter than forty (40) feet shall be of double width and a minimum of sixteen (16) feet wide at its narrowest point. A turn-around or parking area may be substituted for the double wide restriction.

7. Sidewalks

A four (4) foot concrete sidewalk, four (4) inches thick shall be constructed by the builder/owner within (3) months after completion of the residence. Said sidewalk is to be placed six (6) foot from the back of the curb, or to be in a location directed by the Developer, and to line up with other sidewalks in the subdivision, and to be approved by the Developer as to the quality and materials. Maintenance, including repair and/or replacement, of the sidewalks shall be the responsibility of the individual lot owners.

8. Underground Utility Service and Fuel Tanks

- (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, corporation or association 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) All tanks used for any purpose, be it heating of a single-family dwelling or in-ground pools, must be buried.
- (c) No solar unit may be visible from the street of said subdivision.
- (d) Legacy Springs Development will be served by the Town of Georgetown Sanitary Sewer System. Each home in Legacy Springs Development will be required to connect to the Town of Georgetown Sanitary Sewer System and pay all associated fees required by the Town of Georgetown.

9. Completion Time Requirements for Construction

- (a) No portion of a structure shall be allowed to remain upon any lot within this subdivision in a partial state of completion for a substantially greater length of time than would normally be required for the completion of such a structure, having regard only for general circumstances and conditions in the vicinity and not circumstances and conditions peculiar

to the owner or other person or persons responsible for such construction, and in no event in excess of one (1) year from date to first construction.

- (b) After occupancy of a residence, the lot owner shall grade and seed or sod the lot within thirty (30) days, in accordance with the Site Plan and Erosion Control guidelines.
- (c) All driveways shall be paved solidly of concrete or asphalt within six (6) months of completion of a single-family dwelling.
- (d) Upon owners failure to comply with the provisions of this Paragraph 8, the Developer or any person or association to whom it may assign the right, may take action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse the Developer or other performing party all expenses incurred in so doing.

10. Duty to Maintain Lot

Before the date of construction of a single-family residence is started, it shall be the duty of each lot owner to keep and maintain the grass at a level not to exceed twelve (12) inches in height. From and after the date of construction of a single-family residence is started, it shall be the duty of each lot owner to keep and maintain the grass on the lot properly cut to keep the lot free and clear from all weeds and trash (other than normal building materials used during construction) and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then the Developer may take such action, as it deems appropriate, including mowing, in order to make the lot neat and attractive and the owner shall immediately upon demand, reimburse the Developer for all costs incurred in taking such action.

11. Erosion Control

Prior to the construction of a single-family residence on each individual lot, it shall be the responsibility of the Developer or his assigns to maintain erosion control on each lot to prevent erosion slide into any road or curb improvement. After the transfer of ownership from the Developer to the individual lot owner, it shall be the responsibility of the individual lot owner to control erosion on his lot.

12. Drainage

Drainage of each lot shall conform to the general drainage plans of the Developer for the subdivision and no Owner may alter the drainage of any lot in the subdivision, which effects the general drainage plans of the Developer.

13. Use of Secondary Structures

- (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 the Developer, which shall be removed when construction or development is completed.
- (b) No outbuilding, trailer, basement, tent, shack, garage, barn, or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

14. Storage of Vehicles

- (a) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement or parked to the rear of the improvements located on any lot so that same shall not be visible to the public from any street located in the subdivision, or additions thereto. No automobile, which is inoperable, shall be habitually or repeatedly parked or kept on any lot (except in the garage) or any street. No trailer, boat, truck or other vehicle, except automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.
- (b) No automobile 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.
- (c) It is the intent of the Developer that residents and their guests park their automobiles in their driveways and/or garages.

15. Signs, Fences, House Numbers, and Mail Boxes

- (a) No sign for advertising or any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale, which shall not be greater in area than nine (9) square feet. However, the Developer (1) shall have the right to erect larger signs when advertising the subdivision, (2) to place signs on lots designating the lot number, and (3) following the sale of lot, to place signs on such lot indicating 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 regulation.
- (b) No fence, wall or hedge of any nature may be extended toward the front or side street side property line beyond the front or side wall of the residences. No fence taller than six (6) feet in height will be permitted. All fences shall be of an appropriate material (Approved in writing by the developer or home owners association).
- (c) No satellite dish/special radio-telephone transmitting antenna may be constructed or placed on any lot without prior written approval of the Developer or his authorized representative. Principal Developer concerns are with regard to location, aesthetic and

effective measures to screen such equipment from public view and safety. The maximum size satellite dish allowed shall be 30" diameter.

- (d) No outside clotheslines shall be erected or placed on any lot.
- (e) No tennis court(s) shall be erected on any residential lot.
- (f) All mailboxes and posts to be the same style, to be determined by the developer.
- (g) All homes shall display a house number in an appropriately placed position and all homes having a mail box shall maintain it in the same state of repair as that of the dwelling and that it shall, if lettered, be lettered in a professional manner or have attached thereto an appropriate name place.

16. 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 that 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.

17. Nuisances, Disposal of Trash

- (a) No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.
- (b) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, refuse, or other waste.
- (c) No rubbish, trash, garbage, refuse, or other waste shall be kept within this subdivision except in neat and sanitary containers. Any incinerator or other equipment for the storage of such materials shall be kept in a clean, neat and sanitary condition and maintained and/or used in accordance with all Federal, State and local laws or ordinances.

18. Restrictions Run with Land

Unless altered or amended under the provisions of this Paragraph, these Restrictions and Covenants 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 such covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement in writing changing or releasing said Restrictions and Covenants in whole or part, and signed by the then owners of not less than 51% of said tract by area, exclusive of dedicated roadways, has been recorded in the Records Office of Floyd County, Indiana.

Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation of any of these restrictions, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

19. Enforcement

Enforcement of these restrictions, excepting Paragraph 19, shall be by proceeding at law or in equity, brought by an owner of real property in Legacy Springs Subdivision or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration, or to recover damages. In the event that any building construction is done in violation of the plans, specifications or materials approved by the Developer or his assign, then the building contractor and lot owner(s) shall be jointly and severally liable to the Developer or his assign for an enforcement fee of \$2,500.00 in addition to injunctive relief, damages, and expenses of litigation, including reasonable attorney's fees. Such fee is payable within thirty (30) days of written notice.

20. Invalidation

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

21. Obligation to Construct or Recovery

Each lot owner shall, within three (3) years 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, if the lot owner has not complied with all of the restrictions herein or from this time forth does not comply with such restrictions, then the Developer may elect to repurchase any and all lots on which construction has not commenced for 80% of the original 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. Failure of the Developer to elect to repurchase any lot on which construction has not commenced under the terms of this 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.

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

The developer, its successors and assigns, reserve the right to alter or amend the restrictions and protective covenants during the development phase of this development. For purposes of this section, the development phase shall be until the last lot in the development is conveyed to a third party.


23. Homeowner's Association: Membership and Voting Rights

- (a) Every owner of a lot in Legacy Springs shall be a member of the Legacy Springs Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.
- (b) The Association shall have one class of voting membership: When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any lot. Each vote cast for a lot shall be presumptively valid. But, if such vote is questioned by any member holding any interest in such lot, if any such members are not in agreement, the vote of such lot which is questioned shall not be counted.
- (c) Deed to any such lot, whether or not it shall be expressed in such Deed, is deemed covenant to agree to pay the Association an assessment in the initial sum of \$100.00 per year, beginning in the year of the first conveyance by the Developer to any person, firm, corporation. Or association. Thereafter, the annual assessment shall be due on the 1st day of January of each year after such initial conveyance is made. The annual assessment, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property on which such assessment is made. Each assessment together with interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time the assessment was due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the Deed to such lot.
- (d) The purpose of the assessments levied by the Association shall be exclusively to promote the recreation, health, safety and welfare of the common areas, including the subdivision entrance or entrances and landscaping islands in the roadway at the entrance(s) and cul-de-sacs. The Association shall also be required to carry liability insurance on the entrance wall and islands and indemnify individual lot owners and the Floyd County Commissioners.
- (e) The Association, by vote of the majority of the members of said Association, may increase or decrease the annual assessment.
- (f) Effect of nonpayment of assessments: Remedies of the Association: Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided herein.
- (g) Subordination of the lien and mortgages: The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments

which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.

- (h) Exempt property: All properties dedicated to and accepted by a local public authority and all properties owned by the Developer shall be exempt from the assessment created herein, except no land improvements devoted to dwelling use shall be exempt from said assessments.
- (i) The Developer shall call the first meeting of the Association by giving thirty days written notice to all members. The first meeting shall take place no later than January 1, 2020.
- (j) Notice and quorum for any action: Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of the members or of the proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. A required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. A majority vote of the quorum shall be required to take any action.
- (k) Directors and incorporation: The Association may take the action of appointing a Board of Directors to act on behalf of the Association and set forth by-laws to guide the Association and/or its Directors. The Association is an unincorporated entity and has not been incorporated

In witness whereof, J S and Associates LLC., Jim Senn Member, has subscribed his name this 17th day of February, 2016.



J S and Associates LLC.
Jim Senn, Member

This instrument prepared by:

J S and Associates LLC.
Jim Senn, Member

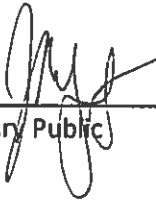
State of Indiana:

:SS

County of Floyd:

Before me, a Notary Public in and for said County and State personally appeared Jim Senn and have acknowledged the execution of the foregoing Restrictions as his free and voluntary act and deed for the uses and purposes expressed therein.

Witness my hand and seal this 17th day of February, 2016

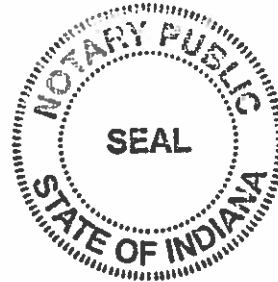


Notary Public

Jason M. Copperwite
Printed Name

My commission expires: April 23, 2023

County of Residence: Harrison



I AFFIRM, UNDER THE PENALTIES FOR PERJURY,
THAT I HAVE TAKEN REASONABLE CARE TO REDACT
EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT,
UNLESS REQUIRED BY LAW.
NAME Jim Senn