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CONDITIONS, RESTRICTIONS, RESERVATIONS AND  
PROTECTIVE COVENANTS FOR LOTS 1 THROUGH 40  
INCLUSIVE OF WATERSTONE VILLAGE SUBDIVISION - SECTION #1

The undersigned, MAKEN CORPORATION, an Indiana corporation, being the Owner of the lots and land comprising a subdivision known and designated as Waterstone Village - Section #1 located in Warrick County, Indiana, recorded as Instrument No. 2003R-005238 in the Office of the Recorder of Warrick County, Indiana, does hereby impose the following conditions, restrictions, reservations and protective covenants, upon the lots within said Subdivision, to-wit:

1. Definitions.

- a. "building plot" shall mean a building site for the construction of a dwelling which is less than an entire lot.
- b. "Covenants" shall mean the conditions, reservations, restrictions and protective covenants imposed by this instrument upon the real estate comprising Waterstone Village Subdivision Section #1 as platted.
- c. "dwelling or dwelling house" shall mean a house designated and utilized for occupancy and use by a single family.
- d. "lot" shall mean a lot within Waterstone Village Subdivision Section #1 as platted.
- e. "lake" shall mean that portion of the Lake owned by the Developer located northeasterly of Lots 16 through 35 of the Subdivision
- f. "retention area" shall mean the retention area designated on the recorded plat of Waterstone Village - Section #1 for the collection of water upon certain lots of the Subdivision as a part of the storm water drainage system of the Subdivision.
- g. "structure" shall mean and include any and all improvements of every kind and nature, including but not being limited to dwellings, garages, guest houses, swimming pools, green houses, garden shelters, satellite dishes, buildings to shelter pets, driveways, fences and buildings for the storage of vehicles, equipment and tools.
- h. "Subdivision" shall mean Waterstone Village Subdivision Section #1 as platted.

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- i. "Subdivision Developer" or "Developer" shall mean Maken Corporation, or its designee, or any person or entity to whom it assigns its rights under these Covenants as the Subdivision Developer.
2. Permitted Structures. All lots and building plots in said subdivision shall be known, described and used a residential lots only and shall not be used for any business, commercial or industrial purposes. No structure shall be erected placed or permitted to remain on any building lot other than one (1) single-family dwelling with a minimum attached two (2) car garage and/or one (1) detached structure of the same design and material as house. Construction of a dwelling or more than one (1) lot or upon less than a full lot may only be permitted with the Subdivision Developer's prior written approval of the Developer.
3. Size and Type. Regulations governing the size and type of building are as follows:
  - a. Any one story dwelling house shall consist of not less than One Thousand Four Hundred (1,400) square feet of living space excluding garages, carports, and porches;
  - b. Any two story or story and a half dwelling house shall consist of not less than One Thousand Eight Hundred (1,800) square feet of living space excluding garages, carports, and porches;
  - c. Any BI-level dwelling house shall consist of not less than One Thousand Four Hundred (1,400) square feet of living space on the upper lever, excluding any porches or balcony;  
  
Any tri-level dwelling house shall consist of not less than One Thousand Four Hundred (1,400) square feet of living space in the combined second level and third level of such dwelling;
  - d. All roofs shall be a minimum of 6 to 12 pitch;
  - e. No structure may be moved onto any Lot. All structures erected upon any lot must be newly constructed;
  - f. Construction of a detached garage, or other accessory structures on any lot or building plot shall be in architectural harmony of external design with the already existing structures in the subdivision and be subject to prior written approval by the Developer;

- g. No modular homes or trailers may be placed upon any lot.
4. Composition. One story dwellings constructed in the subdivision are to be constructed of brick or stone, with wood, aluminum or vinyl trim not to exceed twenty percent (20%) of exterior wall surface. Two story and 1 1/2 story dwellings are to be construction of eighty percent (80%) brick or stone on lower level, with aluminum, wood or vinyl trim not to exceed 50% of exterior wall surface of the entire dwelling. Concrete block walls or concrete foundation will not be allowed to show upon the external view in any dwelling house. If dryvit or durock is used on any home, it may cover one hundred percent (100%) of the wall surface. With prior written permission from the Developer, as much as eighty percent (80%) of an exterior wall surface may consist of wood, aluminum or vinyl.
5. Footings. Notice is given to all property owners that Waterstone Village lots are located upon reclaimed stripper ground and owners will need to enlarge footing requirements from the State Building Code minimums. The minimum footings for residences constructed in the Subdivision shall be not less than as follows:

Footings shall be at least 24 in. wide and 14 in. thick with 3# 5/8 rebar 2 in. from bottom and 2 # 5/8 rebar 2 in. - 3 in. from top. All bars shall be set on chairs to insure proper location in footings. Whenever possible, all footings shall be on one level with bearing walls and outside walls tied together.

No residence shall be constructed in the Subdivision with footings that are less adequate than the minimum set forth here.

The Developer does not warrant or guarantee that such minimum footings will be adequate for any particular residence. It shall be the responsibility of each owner and of any contractor, engineer or architect involved in the design or construction of a residence upon a lot within the Subdivision to determine whether such minimum footings are adequate for the residence being constructed and to perform any testing or evaluation necessary to such determination.

6. Driveways. All driveways are to be paved with concrete.
7. Sidewalks. It shall be the responsibility of all lot Owners to construct buildings and sidewalks in a timely fashion. If sidewalks are not constructed before Warrick County formally requests the construction of the sidewalks by the lot Owner, the Developer shall have the right to construct the sidewalks and the Owner shall reimburse the Developer upon demand for the construction cost thereof. The Developer shall have the right to file a mechanic's lien on the lot upon which the sidewalks have been constructed for the amount of construction costs if not

immediately paid by the Owners. Sidewalks shall be Four (4) feet wide, Four (4) inches thick with One (1) inch slope toward street, separated from the street by Two (2) feet.

8. Front Yards. No basketball goals, swing sets, portable or fixed, accessory structures, or fences shall be positioned closer to the street than the front building line, with the exception of one (1) driveway per lot.
9. Side yards. Side yards shall be established to meet Warrick County Area Plan Commission minimum side yard requirements.
10. Construction Process. The construction of any dwelling, together with landscaping, shall be completed within one (1) year from the date of commencement of such construction of said dwelling, provided that the Subdivision Developer may extend the time for completion of construction due to causes beyond the reasonable control of the contractor.

No construction activities shall commence or be permitted to continue unless the contractor shall have provided on site a six (6) cubic yard, or larger, dumpster in which to confine trash and refuse.

Each owner shall require his builder or contractor to confine all building materials, equipment and excavated soil within the boundaries of the owner's lot and to exercise good erosion control in accordance with the Indiana Handbook for Erosion Control in Developing Area practices. Straw bale dams, silt fences or the equivalent thereof, for runoff control during construction shall be used, if necessary, and all streets and roads shall be kept free of transported soil. Any job site and roadway in front of the lot shall be kept clean and free of debris at all times. A temporary rock drive shall be constructed at time footing is poured.

The Developer shall have the right to compel removal of mud, debris or other materials from roadways within the Subdivision by the delivery to the owner of a lot in violation of this paragraph of a written notice explaining the action to be taken to correct the violation. If the Owner fails to correct such condition within twenty-four (24) hours of receipt of such notice, the Developer shall have the right to correct such condition and the owner of the lot in violation shall upon demand reimburse the Subdivision Developer for the expense incurred in correction of the condition. If reimbursement is not made immediately upon demand, the Developer shall have the right to halt all construction upon the lot in violation until reimbursement is paid.

Within a reasonable time after the completion of construction the lawn of the lot shall be graded, seeded and mulched and good turf shall be established and thereafter maintained.



In the event that a contractor is in violation of the requirements of these restrictive covenants applicable to construction activities, the Developer shall have the right to enter upon any lot in the Subdivision and halt all construction activities until such violation is remedied.

11. Easements. Strips of real estate of the width shown upon the recorded plat of the Subdivision and identified for the installation and maintenance of utilities and drainage facilities by the designation "P.U. & E.", "D.&U.G.P.U.E.", "L.M.&S.D.E.", and "D.E." or otherwise, are reserved for the installation, use and maintenance of any and all public utilities and for drainage facilities, including but not limited to the installation of water, sewer, gas and electric facilities and drainage facilities, above or below ground, all subject at all times to the rights of the proper authorities and subject to the limitations set forth upon the recorded Plat of the Subdivision.

No structures or other improvements shall be erected or permitted to remain within any of said easement which shall in any way damage or interfere with the intended installation, use and maintenance of such easement.

12. Storm Water Drainage System. Each Lot Owner shall be financially responsible to and shall maintain grass cover, mow and clean and maintain in a good condition any part of the storm water drainage system located within such Owner's respective lot and to maintain natural swales free from obstruction and to comply with any applicable drainage ordinances. The drainage facilities within the Subdivision include easements, swales, storm sewers and a retention area or lake.

In the event that a public agency requires improvements to the storm sewer system and/or the retention area or lake which are a portion of the storm water drainage system that serves the lots within the Subdivision, all of the owners of the lots within the Subdivision shall contribute a proportionate share of the cost of repair to such storm sewer system. If any Owner(s) of any Lot(s) shall fail to pay such proportionate share within thirty (30) days by receipt of notification, any other owner of a lot within the Subdivision shall be authorized to file a lien upon any lot(s) owned by any non-paying Owner(s).

13. Retention Area and Lake. An existing lake owned by the Developer lies northeasterly of Lots 16 through 35 of the Subdivision. A storm water retention area is designated upon each of said lots on the recorded plat of the subdivision. The Owners of said Lots upon which any portion of the storm water retention area is located shall be financially responsible to and shall maintain that portion of the retention area located upon their respective lot by:

- a. moving grass, controlling weeds and keeping the same free from all trash, debris and obstructions to the flow of water;
- b. keeping the channels and shorelines of such retention area or lake free of erosion;
- c. preventing all persons or parties from causing any unauthorized alterations, obstructions or detrimental actions from occurring to the retention area which lies upon such Owner's property.

The Developer or its assignee shall have the right, but not the obligation, to enter upon such retention area of any such lot and to mow and maintain all shoreline of the lake and the retention area.

14. Lake Lots. Lake lots shall consist of Lots 16 through 35 of Waterstone Village Subdivision, inclusive. The strip of real estate identified upon the recorded plat as "L.M.&S.D.E. (Lake Maintenance and Storm Drainage Easement)" are dedicated for the maintenance of storm drainage, maintenance and storage of storm water

The Owner of each Lake Lot shall mow the grass to the water line on that particular Lot, and maintain, at such Lake Lot Owner's expense, a clean and uncluttered waterfront and shoreline. The original shoreline shall not be changed by the removal of sand, dirt, gravel or other material of which the shoreline is formed. No Lake Lot Owner shall be permitted to fill in any portion of the platted stormwater retention area upon such Lake Lot, thereby changing the shoreline or contour of the Lake bed from its original design. No Lake Lot owner shall erect any fence or other improvement upon the retention area other than a boat dock, if approved by Developer.

15. Use of Lake Land or the Retention Area. The Developer has granted a limited license to the owner of each Lake Lot, together with members of the Owner's immediate family and guests to use the waters of the lake for recreational purposes in common with others who have access rights to such lake. Access to the Lake shall be from each Owners' particular Lake Lot. No access to the Lake shall exist in favor of a Lake Lot Owner across any lot other than his or her own. No access to the Lake shall exist in favor of a Lake Lot Owner across any lot other than his or her own. No access to the Lake may be sold, leased, rented or otherwise transferred to any other person by the Owner of a Lake Lot separate from the sale of the entire Lake Lot.

The Owners of a Lake Lot and their families and guests may enter upon the waters of such lake owned by the Developer and use the same for reasonable recreational purposes, subject to these restrictions, and any rules and regulations

adopted by the Developer, including , without limitation, boating utilizing non-motorized boats, fishing and swimming. Such Lake Lot Owners must accompany their guests when the guests are engaged in the use of such lake.

Boat docks shall be permitted in the Lake only with the Developer's prior written approval. No diving boards, platforms or affixed swing rafts shall be permitted.

No motor powerboat that can expel any oil or gas products may be used upon the Lake. No more than one (1) boat per Lake Lot shall be permitted upon the Lake at any time. The piping of water from the Lake to any Lot within the Subdivision is prohibited.

Any use of the Lake by Owners of Lake Lots, or their families or guests, or any other persons, shall be at the sole risk and liability of the Owners of the Lake Lots rather than the Developer. The Owners of Lake lots agree to indemnify and hold harmless the Developer from any and all liability, obligation, indebtedness, cost, expense, attorney fees or judgments arising from or in any way connected with any use, whether authorized or unauthorized, of the Lake.

16. Oak Grove Road Construction. Oak Grove Road will be extended easterly across the lake which lies adjacent to the Subdivision to the northeast and east. The usable area of the lake adjacent to the Subdivision will thus be decreased and the visual perception of the Lake from the Subdivision will be altered. By acceptance of a deed to a lot subject to these restrictions, each owner of a Lot and/or a Lake Lot acknowledges that such road construction will occur and agrees to make no claim against the Developer whatsoever for any loss or damage arising from the construction of such roadway across such Lake.
17. Hazardous Substances. It shall be the responsibility of all lot Owners to use only E.P.A. approved products on their lawns, shrubs, etc. No motor oil, paint or other hazardous substances shall be permitted to be discharged into the street or storm sewers so as to create an environmental impact on surface runoff.
18. Nuisances. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of lots within contiguous developments. No lot shall be used for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition nor shall any substance or material be kept upon any lot that will emit noxious odors or that will cause any noise which might disturb the peace, quiet, comfort or serenity of the owners of lots within contiguous developments.
19. Prohibited Residences. No structure of a temporary character, trailer, basement,

tent, shack, garage, barn, or other outbuilding shall be used on any lot in the subdivision, or any part thereof at any time as a residence, either temporary or permanent.

20. Parking. No camper, boat, motor home, trailer, recreational vehicle, tractor, mowing machine or other similar vehicles or equipment, shall be habitually parked or located upon any Lot within the Subdivision, unless within an enclosed garage. Every owner of each Lot shall provide adequate facilities for off street parking for all vehicles and recreational vehicles and equipment. No vehicle or other equipment shall be regularly or habitually parked on any street within the Subdivision. No semi-tractors, panel trucks, or work trucks larger than a passenger van shall be habitually parked on any street, lot or driveway within the Subdivision.
21. Waste Disposal. All lots shall be free of garbage, sewage, ashes, rubbish, bottles, cans waste matter and other refuse. Trash, garbage or other waste or debris accumulated by the owner of any lot shall be kept in sanitary containers out of sight and shall be disposed of in a timely manner. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and in such manner and location as to avoid an unsightly appearance within the Subdivision.
22. Firearms. There shall be no discharge of any firearms and there shall be no hunting with firearms or bows and arrows or otherwise upon or within the Subdivision.
23. Fuel Tanks. No above ground oil, gas or other fuel tank or storage tank, other than those used in connection with portable gas grills, shall be placed on any lot or in the basement or garage of any dwelling or other building.
24. Signs. No signs shall be permitted in the Subdivision, except:
  - a. Signs by the Subdivision Developer to advertise the development of the Subdivision;
  - b. Signs advertising the sale of a particular dwelling or lot;
  - c. One (1) sign on any one (1) lot which may include all or any part of the following: Designation of the lot number; the name of the owner; purchaser or occupant; or the lot number and address.
25. Animals. Except for dogs, cats, caged birds and aquariums which may be kept on a lot (provided that they are not kept, bred or maintained for commercial



purposes), no other animals, livestock, fowl, reptiles, amphibians or honey bees of any kind shall be kept or permitted in the Subdivision. Any pet so permitted in the Subdivision shall not be allowed to run loose in the Subdivision and must remain on the lot of its owner or be on leash or otherwise restrained.

26. Mowing and Debris Removal. It shall be the responsibility of all lot Owners to keep the lot mowed and free of debris. No grass clippings, dead shrubs or any other waste or debris will be permitted to be placed on any vacant lot. The Developer shall have the right to remove such waste or debris and the Owner of the Lot from which such waste or debris originates shall pay to Developer upon demand Developer's cost of such corrective action.
27. Duty to Comply. Each owner shall require all contractors engaged in construction activities upon the Owner's lot to conform to the requirements of these restrictions. If an Owner and/or contractor should engage in repeated violations of these restrictions, the Developer shall have the right to enter onto the lot and halt construction activities until the current violation is corrected and all of Developer's expenses in connection with any such violations are reimbursed in full. The Owner shall indemnify and hold harmless the Developer from any liability, loss, or damage occasioned by such an interruption of construction activities.
28. Sewer Agreement. All lots in said subdivision shall conform to the Town of Newburgh Indiana Sewer Ordinance and the terms and provisions of a certain sewer agreement between the Town of Newburgh and Maken Corporation as Instrument No. 2003R-005003 in the office of the Recorder of Warrick County, Indiana, which agreement contains a waiver by the Owners of the lots within the subdivision to object to annexation.
29. Sewer Specifications. The Owners of all lots in the Subdivision agree that: (a) they will not permit any sewer connection to occur on the Owner's lot which does not comply with the sewer connection specifications set forth in the Town of Newburgh Sewer Ordinance; and (b) to indemnify Maken Corporation, of and from any liability or damage of any kind whatsoever resulting from or in any way attributable to the discharge of or causing to be discharged any storm water, surface water, ground water, roof runoff (downspouts from gutters or footing tiles), subsurface drainage (basement foundation drains), cooling water or unpolluted industrial process water into any sanitary sewer.
30. Invalidation. Invalidation of any of the foregoing protective covenants, conditions or restrictions by judgment or order of the court shall in no way effect any of the other covenants, restrictions, reservations or conditions, all of which shall remain in full force and effect.

31. Binding Effect and Amendment. These restrictions, protective covenants, reservations and conditions are to run with the land and shall be binding on all parties and persons claiming under them for a period of Twenty-five (25) years from the date of the recording thereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless any instrument for successive periods of Ten (10) years, unless any instrument signed by a majority of then Owners of the land included within the subdivision has been recorded agreeing to change any covenant in whole or part.
32. Enforcement. Each and all of the protective covenants, restrictions, reservations and conditions contained herein shall run in favor of and inure to the benefit of the Owners of lands included within said subdivision jointly and severally, any may be enforced by them or by any of them in any court or competent jurisdiction by injunction and 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 the Subdivision and the Developer shall have the right to enforce said protective covenants, conditions, restrictions and reservations without proof of pecuniary damages to his own property in said subdivision.
33. Acceptance Upon Conveyance. The Acceptance of a conveyance of any lot or land in this subdivision by any person or persons shall be construed to be an acceptance and affirmance by such person or persons of all protective covenants, restrictions, reservations and conditions set out herein, whether or not the same be set out in such conveyance.
34. Side Yard Setback Variance. Also, any lot Owner petitioning for a zoning variance to constrict an improvement nearer to his property line than is permitted by the original plat, conditions, restrictions, reservations and protective covenants need only written approval of the immediate adjoining property Owners and not the written permission of all the lot Owners on the subdivision.
35. Amendment During Development Period. The Subdivision Developer shall retain the right to amend these conditions, reservations, restrictions and covenants contained herein until eighty-five percent (85%) of the lots of the Subdivision as described in the first paragraph of this document are sold. The Developer shall also have the right and power to replat any portion of the Subdivision still owned by the Developer to adjust lot lines, change easements, or relocate facilities without having to obtain the consent of the owners of other lots within the Subdivision, each of such owners being deemed to have consented thereto pursuant to these Covenants by acceptance of a deed to a lot.
36. Execution Authorized. The signatory on behalf of the Developer represents and

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