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2010R-002622

PATRICIA A BROOKS
WARRICK COUNTY RECORDER
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CONDITIONS, RESTRICTIONS, RESERVATIONS
AND PROTECTIVE COVENANTS FOR LOTS 48 THROUGH 74,
INCLUSIVE OF WATERSTONE VILLAGE SECTION 4

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 4, located in ✓ Warrick County, Indiana, recorded as Instrument No. 2008R-004756 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 Section 4 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 Section 4 as platted.
- e. "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.
- f. "subdivision" shall mean Waterstone Village Section 4 as platted.
- g. "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 as 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 the house. Construction of a dwelling on more than one (1) lot or upon less than a full lot may only be permitted with the Subdivision Developer's prior written approval.

3. Architectural Control. For so long as said Developer owns any real estate in the Subdivision, the Developer shall have the right to control development and construction within the Subdivision in order to maintain architectural harmony. No structure shall be commenced, erected, constructed or placed upon any lot within the Subdivision, or thereafter altered or changed, without the prior written approval of the Developer.

Said Developer shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons.

The building plans, specifications and plot plan, together with their information showing the nature, kind, shape, height, materials, design and location of such structure or dwelling, together with any grading and landscaping and such other information as may be reasonably required by the Developer shall be submitted to the Developer for approval prior to the commencement of any construction. The Developer shall have the sole and exclusive discretion to approve or disapprove such plans. Approval of the proposed dwelling shall be evidenced by a letter to the Owner of the lot.

In the event that the Developer fails to approve or disapprove said plans within thirty (30) days after said plans and all other required information have been submitted, the right of the Developer to approve such plan shall be deemed to have been waived.

Approved plans shall not be modified or changed in any material way without the prior written consent of the Developer. No approval of any plans or any modification or change thereto shall be effective or enforceable unless such approval is in writing.

The Developer shall have the full power and authority to halt construction upon any lot within the Subdivision in the event that such construction activities: (1) are not in complete compliance with these restrictions; (2) are inconsistent with the approved plans; (3) are being undertaken without the prior written approval of the Developer as required herein; or (4) are being performed by any individual or company not having approval from the Developer.

Each Owner of a lot shall be responsible to control construction activities on the Owner's lot and shall indemnify and hold harmless the Developer from and against any and all claims or demands of loss or damage made by any contractor, subcontractor, laborer, supplier or

materialman arising from or in any way connected to an interruption or termination of the construction activity on a lot pursuant to the exercise of such power by the Developer. The right of the Developer to enforce all restrictions and provisions hereof shall exist until the Developer shall have sold all lots in the Subdivision. A conveyance by the Developer of unsold lots in a group coupled with an assignment of the rights of the Developer pursuant to these restrictions shall not constitute a sale which terminates the rights of the Developer herein.

No builder, general contractor or subcontractor shall be allowed to engage in building or otherwise engage in construction activities upon any lot in this Subdivision, unless such builder or general contractor is approved in writing by the Developer prior to the commencement of construction. The Developer shall have the right to require credit references, information about prior construction projects completed and other reasonably pertinent information about the proposed builder or contractor.

4. Size and Type. Regulations governing the size and type of building are as follows:

a. On Lots Forty-eight (48) through Seventy-four (74) inclusive, the following square footage regulations shall apply:

- i. Any one story dwelling house shall consist of not less than One Thousand Six Hundred (1,600) square feet of living space excluding garages, carports, and porches;
- ii. Any two story or story and a half dwelling house shall consist of not less than Two Thousand (2,000) square feet of living space excluding garages, carports, and porches;
- iii. Any bi-level dwelling house shall consist of not less than One Thousand Six Hundred (1,600) square feet of living space on the upper level, excluding any porches or balcony;
- iv. Any tri-level dwelling house shall consist of not less than One Thousand Six Hundred (1,600) square feet of living dwelling;

b. All roofs shall be a minimum of 6 to 12 pitch;

c. No structure may be moved onto any Lot. All structures erected upon any lot must be newly constructed;

d. 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;

e. No modular homes or trailers may be placed upon any Lot.

5. Composition. One story dwellings constructed in this 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. No wall consisting entirely of aluminum or vinyl will be permitted. Two story and 1-1/2 story dwellings are to be constructed of eighty percent (80%) brick or stone on lower level, with aluminum, wood or vinyl trim not to exceed fifty percent (50%) of the 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.

6. 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 rebars 2 in. from bottom and 2# 5/8 rebars 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 herein.

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 evaluation necessary to such determination.

7. Driveways. All driveways are to be paved with concrete or asphalt.

8. 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.

9. Front Yards. No basketball goals, swing sets, fences or other accessory structures, whether portable or fixed, shall be positioned closer to the street than the front building line, with the exception of one (1) driveway per lot.

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 Areas practices. Straw bale dams, silt fences or the equivalent thereof, shall be used for runoff control during construction if necessary, and all streets and roads shall be kept free of transported soil. Any job site and the roadway in front of the lot shall be kept clean and free of debris at all times.

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 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 its 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.

Lots adjoining the job site shall not be used for the storage of construction equipment, vehicles or materials, or for any other purpose in connection with the construction activities on the job site. The Owner and the Owner's contractor, if any, shall immediately correct any damage done to the surface of any adjacent lot or any vegetation thereon and institute appropriate erosion control practices immediately upon request by the Developer.

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 remediated.

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 designations "P.S.S.E, W.E., R.P.U.E., D & UG.P.E., D.E.P.U.E, D.&UG.R.P.U.E. and LM. & S.D.E.", or otherwise, are reserved for the installation, use and maintenance of any and all sewers, public utilities and drainage facilities, including but not limited to the installation of water, sewer, gas and electric facilities and drainage facilities, above or below ground, and are subject at all times to the rights of the proper authorities. The ownership and use of any Lot within the Subdivision is subject to such rights and easements as 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 easements 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 and storm sewers.

In the event that a public agency requires improvements to the storm sewer system 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 of receipt of notification, the Developer and/or other Owner of a lot within the Subdivision shall be authorized to file a lien upon any lot(s) owned by any nonpaying Owner(s).

13. 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 or surface runoff.

14. 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 the subdivision or 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 the subdivision or contiguous developments.

15. 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.

16. 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 the 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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, pets, 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.

22. 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 on whose lot such waste or debris originates shall pay to Developer upon demand Developer's cost of such corrective action.

23. 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.

24. Sewer Agreement. All lots in the 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 of record as Instrument No. 2003R-005003 in the office of Recorder of Warrick County, Indiana, which agreement contains a waiver by the Owners of the lot within the Subdivision to object to annexation.

25. Sewer Specifications. The Owners of all lots in the Subdivision agree that 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 herein and in Newburgh Sewer Ordinance. Each Owner of a lot in the subdivision shall indemnify Maken Corporation for any liability or damage of any kind whatsoever resulting from or in any way attributable to the discharge of or causing to be discharged from their lot 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.

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

27. 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 hereof, 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 land within the Subdivision has been recorded agreeing to change any covenant in whole or part.

28. 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, and 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.

29. Acceptance Upon Conveyance. The acceptance of a conveyance of any lot or land in this Subdivision by any person, persons or entity 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.

30. Adjustment of Lot Dimension. The Developer shall have the right to change, alter, adjust or readjust the dimensions of any lots within the Subdivision owned by the Developer and to replat any portion of land owned by the Developer within the Subdivision. Each Owner, by the acceptance of a deed on conveyance of a lot within the Subdivision, consents to the right of the Developer to make such changes, alterations, adjustments and readjustments and to any replatting and waives any right said Owner may have or claim to object thereto. Any lot Owner petitioning for a zoning variance to construct an improvement nearer to his property line than is permitted by the original plat, the Conditions, Restrictions, Reservations and Protective Covenants shall be required to obtain written approval from the immediate adjoining property Owners to such lot but need not obtain written permission from all of the lot Owners in the Subdivision.

No lot Owner shall have the power or authority to grant any easement or right of access (ingress and egress) or to adjust lot lines without the prior written consent of the Developer.

31. 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 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 have 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.

WITNESS my hand and seal on this 12 day of April, 2010.

MAKEN CORPORATION

By: Kenneth Ubelhor
Kenneth Ubelhor, President

STATE OF INDIANA)
) ss
COUNTY OF WARRICK)

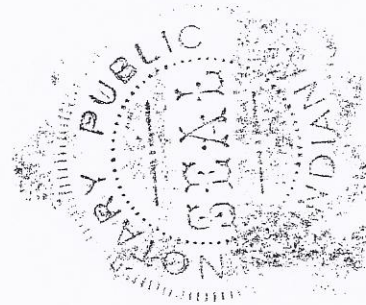
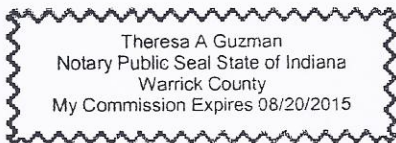
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Kenneth Ubelhor, known to me to be the President of Maken Corporation, an Indiana corporation, who caused the execution of the foregoing Restrictions for and on behalf of said Corporation and who, having been duly sworn, stated that the representations herein contained are true.

WITNESS my hand and Notarial Seal this 12 day of April, 2010.

Theresa A. Guzman
Notary Public
My Commission Expires:
08/20/2015

TERESA A. GUZMAN
Printed Signature
My County of Residence:
WARRICK

This instrument was prepared by Krista B. Lockyear, **RUDOLPH, FINE, PORTER & JOHNSON, LLP**, 221 N.W. Fifth Street, P.O. Box 1507, Evansville, IN 47706, Telephone (812) 422-9444
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.
Krista B. Lockyear



"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."

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Kenneth Ubelhor