

## PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS

### For RAVENWOOD SECTION I

#### An ADDITION to the CITY of Columbia City, Indiana

Whereas, said Owner desires to establish a general plan for the development of said subdivision and to establish restrictions upon the manner of use, improvement and enjoyment of all lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

Now, therefore, said Owner in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth do for itself, its successors and assigns, hereby declares, covenant and stipulate that all lots as shown on the record plat of Ravenwood shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

1. Land Use and Building Type. Each lot shall be occupied only by one detached single-family dwelling and one (120 square foot maximum) accessory storage building. The storage building shall be conventionally constructed or a purchased kit; no shacks will be permitted.
2. Dwelling Size. No dwelling constructed on the tract or parcel shall have a minimum ground area, exclusive of open porches, breezeway and garage, of less than 1,000 square feet for a one-story dwelling, 700 square feet for a one and one half story dwelling, or 600 square feet for a two-story dwelling. In no case will the ground floor area exceed 30% of the lot area.
3. Garages. Each house shall include a minimum 1.5 car garage, which shall be built as a part of said structure and attached thereto; the parking apron of which shall accommodate two cars parked side by side.
4. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 feet.
5. Drives. All driveways from the street to the garage shall be 18' in width and constructed of concrete. Drives shall be located on the lots to provide a maximum curb exposure between adjacent lots.

6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets kept provided that they are not kept, bred, or maintained for any commercial purpose.
7. Garbage and Refuse Disposal. No lot shall be used or maintained, as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash, garbage, or other wastes shall be disposed of through an off-site waste handler. No incineration, burial, or other form of on-site method will be permitted.
8. Fuel Storage Tanks. No fuel storage tanks shall be allowed above ground or under ground. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any lots in this addition.
9. Utility Easements. All utility easements as dedicated on the face of the plat shall be kept free of all permanent structures and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form.
10. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The lots may not be used for any business purpose not permitted by the Zoning Ordinance.
11. No structure of a temporary character, camper or camping trailer, motor home, travel trailer, semi-tractor, basement, tent, shack, or manufactured home (modular or mobile) shall be used or located on any lot at any time for use as residence, either temporarily or permanently.
12. Storage of Equipment. No boat, boat trailer, motor home, camping or other trailers, semi-tractor, or other machinery or any equipment of any kind shall be kept on any lot for more than 24 hours, except within a completely enclosed structure. All parking to be on paved surface only (concrete or black top).
13. The developer of the subdivision shall protect and retain all existing healthy trees of a 6-inch caliper or larger, measured 4-feet above ground level not actually lying in the public roadway, drainage ways, building foundation sites, private driveways, soil absorption waste disposal area, paths, and trails. One tree or more shall be planted on each lot.
14. Agriculture Waiver. Owners of said lots and their successors in title are on notice and understand that this subdivision is in a predominantly agricultural area and that farming operations, to include livestock operations, will be practiced in the area of the subdivision. With this understanding all owners of the lots in this

subdivision forego their rights to bring claims against any farmers in the area who are practicing normal, reasonable and necessary farming and livestock operations.

15. Terms. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Any subsequent changes after the initial recording of these covenants shall be subject to the written approval of the Columbia City Plan Commission.

16. Enforcement. The owner, present and future, or any of said lots, his legal representative, successor, grantees, assigns and the appropriate authorities of Columbia City may enforce any and all of the foregoing covenants, restrictions and limitations by injunction or otherwise and on violation or an attempt to violate any of the covenants herein, they and each of them shall have a cause of action for danger and injunctive relief at law or in equity against the person or persons attempting violating any such covenants or to recover damages for such violations; providing, however, that the failure to exercise such right or cause of action to enforce any of the covenants herein at the time of such violation or attempted violation of such covenants shall in no event be deemed to be a waiver of the right to do so thereafter, and provided further that any violation of these covenants shall not give right to re-entry, nor shall it effect the interest of any person holding a lien upon said premises excepting for the violation thereof after such lien has ripened into a possessory title.

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

18. Public Side Walks – Landscaping and Lighting. It is the responsibility of the developer to install side walks according to plat specifications and complete the landscaping, (Minimum eight (8) shrubs and one tree) within 120 days of dwelling completion or as soon as weather permits. Streetlights shall be installed to Board of Works specifications.

By:

Site Inc., Developer

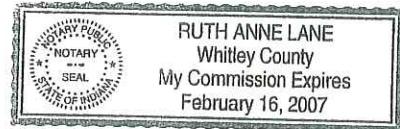
STATE OF INDIANA  
County of Whitley, ss:

13rd Before me, the undersigned a Notary Public in and for said County and State, this day of September, personally appeared,

Donald W. Rangeloh, and acknowledged the execution of the foregoing plat and easement, restriction, limitations, and protective covenants to be his/her voluntary act and deed for the uses and purposes therein state.

Witness my hand and notaries seal.

Ruth Anne Lane



My Commission Expires:

2/16/2007

Prepared by: \_\_\_\_\_

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