

PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS

For

20804294

SUMMERSET RIDGE SECTION II



AN ADDITION TO AUBURN, DEKALB COUNTY, INDIANA

CONTAINING 21 LOTS

Filed
July 22, 2008 AT 01:21:52PM
RECORDER OF DEKALB CO, IN
BURTIE M RYNEARSON

Fee Amount: \$23.00

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 Summerset Ridge Section II shall hereafter be conveyed by it, its successors an 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 (1) (120 square foot maximum) accessory storage building. The storage building shall be conventionally constructed or a purchased kit; and needs to be approved by the developer (owner).
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.
3. Garages. Each house shall include a minimum one (1) car garage, which shall be built as part of said structure and attached thereto.
4. Drives. All driveways from the street to the garage shall be a minimum of 12' in width and constructed of concrete or asphalt. Drives shall be located on the lots to provide a maximum curb exposure between adjacent lots.
5. 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.
6. 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.

7. 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.
8. 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.
9. Temporary Structures. 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.
10. Storage of Equipment. No boat, boat trailer, motor home, camping or other trailers, semi-tractor, unlicensed vehicles, 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).
11. 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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. The (Owner) Developer shall reserve the right to make changes for two (2) years.
12. Enforcement. The owner, present and future, or any of said lots, his legal representative, successor, grantees, assigns and the appropriate authorities of DeKalb County, 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.
13. 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.
14. 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 four (4) shrubs and one (1) tree) within 120 days of dwelling completion or as soon as weather permits. Each lot will have a dusk to dawn lamp post near the street / sidewalk park strip.
15. Home Owners Association (HOA). The Developer (Owner) shall cause a Homeowners Association to be formed. However, the lack of creation of a HOA does not release the lot owner of Summerset Ridge subdivision (Section I & II and subsequent sections) from the maintenance responsibilities of the Wetlands (lot nos. 37 & 38), Storm Water retention area (Block A) and common areas. Developer hereby gives a permanent right to the City of Auburn for ingress and egress to the wetlands and common areas.

The Developer (Owner) shall serve as the HOA until a formal HOA is formed and bylaws created. Until such time, all maintenance of the Wetlands, Storm Water Retention, and common areas shall be the responsibility of the Developer (Owner).

In lieu of the creation of the HOA and absence of the Developer all individual lot owners of Summerset Ridge subdivision (Sections I & II, and subsequent sections) in their entirety, shall be responsible for the maintenance of the Wetlands, Storm Water Retention, and common areas. Should the City of Auburn be required to make any maintenance improvements to these areas, a lien on the property owners of Summerset Ridge subdivision, shall be made proportionately for the expenses incurred.

16. Wetland Areas (Lot Nos. 37 & 38). Within the Secondary Plat certain areas are defined as Wetlands. These areas are protected areas and no filling or other land disturbance activity is to occur within the designated boundaries of this area. It shall be the responsibility of the Summerset Ridge Home Owners Association (HOA) or its individual membership in its entirety, should the HOA not be formed, to maintain this area.
17. Storm Water Retention Area and Common Areas (Block A and Assigned Common Areas). The Storm Water Retention area and any common areas are to be maintained by the Developer (Owner), Summerset Ridge Home Owners Association (HOA) or its individual membership in its entirety, should the HOA not be formed. The City of Auburn has enacted a Construction Site Storm Water Runoff Control ordinance and a Post Construction Storm Water Runoff ordinance to improve storm water runoff water quality. A Storm Water Plan for Summerset Ridge Section II has been approved by the City of Auburn and is on file in the City Engineer's Office. This plan includes treatment of storm water from Summerset Ridge Section I, Villas of Coventry, and Summerset Ridge Section II. To comply with the City of Auburn's approval of Summerset Ridge Section II, maintenance, repair, and replacement of the vegetated swales and surface sand filters is the responsibility of the subdivision homeowners. The following maintenance plans are required to ensure that the vegetated swales and the surface sand filters continue to work as approved.
18. Vegetated Swale Maintenance Plan.
 - a. Objectives. The useful life of a vegetated swale system is directly proportional to its maintenance frequency. If properly and regularly maintained, vegetated swales can last indefinitely. The maintenance objectives for vegetated swale systems include keeping up the hydraulic and removal efficiency of the channel and maintaining a dense, healthy grass (or plant) cover.
 - b. Inspection Schedule.
 1. Visual inspections shall be conducted monthly, particularly after heavy storm water runoff, to ensure normal functioning of swale (i.e. no pooling, or blockage).
 2. Detailed inspections shall be conducted at least twice annually with inspections occurring (1) at the end of the wet season to schedule summer maintenance, (2) before major fall runoff in preparation for winter, and (3) after periods of heavy storm runoff. The objective of detailed inspections is to identify soil erosion, damage to vegetation, grass or plant height, debris, litter, areas of sediment accumulation, and pools/standing water. If any issues exist, activities as outlined in Section 19, Maintenance Activities will be conducted.

3. Maintenance Activities:

- a) Routine or preventative maintenance refers to procedures that are performed on a regular basis to keep the swale looking good and in proper working order. Routine maintenance includes debris removal, silt and sediment removal, and clearing of vegetation around flow control devices to prevent clogging. Routine maintenance also includes the maintenance of a healthy vegetative cover. Dead turf or other unhealthy vegetative areas will need to be replaced after being discovered.
- b) Erosion: Areas of soil erosion and slope failure shall be repaired and replanted as soon as possible. Eroded areas near the inlet or outlet may also need to be lined with riprap, which will be determined on a case by case basis.
- c) Damage to vegetation: If the channel develops ruts or holes, it shall be repaired utilizing a suitable soil that is properly tamped and seeded. The grass or plant cover should be thick; if it is not, it shall be replanted with in-kind plants, as necessary. If possible, flow will be redirected until new plantings are firmly established to avoid deterioration. If invasive species and/or weeds develop, promptly remove to avoid disruption to original vegetation.
- d) Grass or plant height: Grass height and mowing frequency may not have a large impact on pollutant removal. Therefore, mowing may only be necessary two or three times a year for safety or aesthetics or to suppress weeds and woody vegetation. Mow or prune as required by plant variety to maintain at least a 4-6" grass height, dense plant growth and/or suppress weeds and wood vegetation. Litter must be removed prior to mowing. Maintain as indicated by species to promote growth and pollutant uptake.
- e) Debris / litter: Remove all litter or debris within swale and prior to mowing and as inspections warrant. Keep swale free of debris.
- f) Areas of sediment accumulation: Remove sediment by hand with a flat-bottomed shovel whenever sediment covers vegetation or begins to reduce swale capacity. Maintain clean curb cuts to avoid soil and vegetation buildup. Sediment accumulating near culvers and in channels should be removed when it builds up to 3 in. at any spot, or covers vegetation. Keep all inlet flow spreaders (rip-rap) even and free of debris and ensure that rip-rap does not become embedded in sediment. Remove any debris in under drains that could cause clogging. (At least two times per year.)
- g) Pools and standing water: Observe soil at the bottom of the swale for uniform percolation throughout. If portions of the swale do not drain within 5 days after the end of a storm, the soil shall be tilled and replanted with plants similar to those originally planted in the swale. Remove any debris or accumulation of sediment.
- h) Irrigation: Water plants in swales during dry conditions. Confirm that irrigation is adequate and not excessive.

- i) Pesticides and fertilizers: Application of pesticides and fertilizers shall be minimal. Biological, physical, and cultural controls shall be used prior to pesticide and fertilizer use.

19. Surface Sand Filter Maintenance Plan.

- a. Objectives: The useful life of a surface sand filter is directly affected by its maintenance frequency. If properly and regularly maintained, a surface sand filter can last many years without major rebuilding. Regular inspection and maintenance is critical to the effective operation of a surface sand filter as designed.

- b. Inspection Schedule:

1. Visual inspections shall be conducted at least four times annually as well as after every storm event exceeding 1 inch of rainfall to ensure normal functioning of the surface sand filters (i.e. no pooling after 36 hours, or blockage).
2. Detailed inspections shall be conducted at least twice annually with inspections occurring (1) at the end of the wet season to schedule summer maintenance, (2) before major fall runoff in preparation for winter, and (3) after periods of heavy runoff. The objective of detailed inspections is to identify erosion, damage to vegetation, grass or plant height, debris, litter, areas of sediment accumulation, and pools/standing water. If any issues exist, activities as outlined in Section 19 Maintenance Activities will be conducted.

- c. Maintenance Activities:

1. Routine or preventative maintenance refers to procedures that are performed on a regular basis to keep the surface sand filters aesthetic and in proper working order. Routine maintenance includes debris removal, silt and sediment removal, and clearing of vegetation around flow control devices to prevent clogging. Routine maintenance also includes the maintenance of a healthy vegetative cover. Dead turf or other unhealthy vegetative areas will need to be replaced after being discovered.
 - a) Erosion: Areas of soil erosion shall be repaired and replanted as soon as possible.
 - b) Damage to vegetation: Dead turf or other unhealthy vegetative areas will need to be replaced after being discovered. The grass or plant cover should be thick; if it is not, it shall be replanted with in-kind plants, as necessary. If possible, flow will be redirected until new plantings are firmly established to avoid deterioration. If invasive species and/or weeds develop, promptly remove to avoid disruption to original vegetation.
 - c) Grass or plant height: Grass height and mowing frequency may not have a large impact on pollutant removal. Therefore, mowing may only be necessary two or three times a year for safety or aesthetics or to suppress weeds and woody vegetation. Mow or prune as required by plant variety to maintain at least a 4-6" grass height, dense plant growth and/or to suppress weeds and woody vegetation. Litter must be removed prior to mowing. Maintain as indicated by species to promote growth and pollutant uptake.

- d) Debris / litter: Remove all litter or debris within surface sand filters prior to mowing and as inspections warrant. Keep surface sand filters free of debris.
- e) Areas of sediment accumulation: Remove sediment by hand with a flat-bottomed shovel whenever sediment covers vegetation or begins to reduce surface sand filter capacity. Remove any debris in under drains that could cause clogging.
- f) Pools and standing water: Observe surface sand filters for uniform percolation throughout. If portions of the surface sand filter do not drain within 36 to 40 hours after the end of a storm, the top soil and filter fabric over the sand shall be removed and the top few inches of the sand shall be removed if clogged and replaced with sand meeting the design specifications. The sand shall then be covered with a new filter fabric meeting the design specifications, top soil shall be placed over the filter fabric to grade and replanted with plants similar to those originally planted. If the top few inches of sand is not clogged with silt, the top few inches of sand shall be tilled, a new filter fabric meeting the design specifications shall be placed over the sand, top soil shall be placed to grade over the new filter fabric and replanted with plants similar to those originally planted. Remove any debris or accumulation of sediment.
- g) Pesticides and fertilizers: Application of pesticides and fertilizers shall be minimal. Biological, physical, and cultural controls shall be used prior to pesticide and fertilizer use.

Dated this 16 day of July, 2008

Ralph E. Biggs
 By: Biggs, Inc.
 Ralph E. Biggs, President

STATE OF INDIANA
 COUNTY OF ADAMS, SS:

Before me, the undersigned a Notary Public in and for said County and State, this 16th day of July 20 08, personally appeared, Ralph E. Biggs, President of Biggs, Inc., and acknowledged the execution of the foregoing Protective Restrictions, Covenants, Limitations and Easements to be his voluntary act and deed for the uses and purposes therein stated.

Prepared By: Ralph E. Biggs

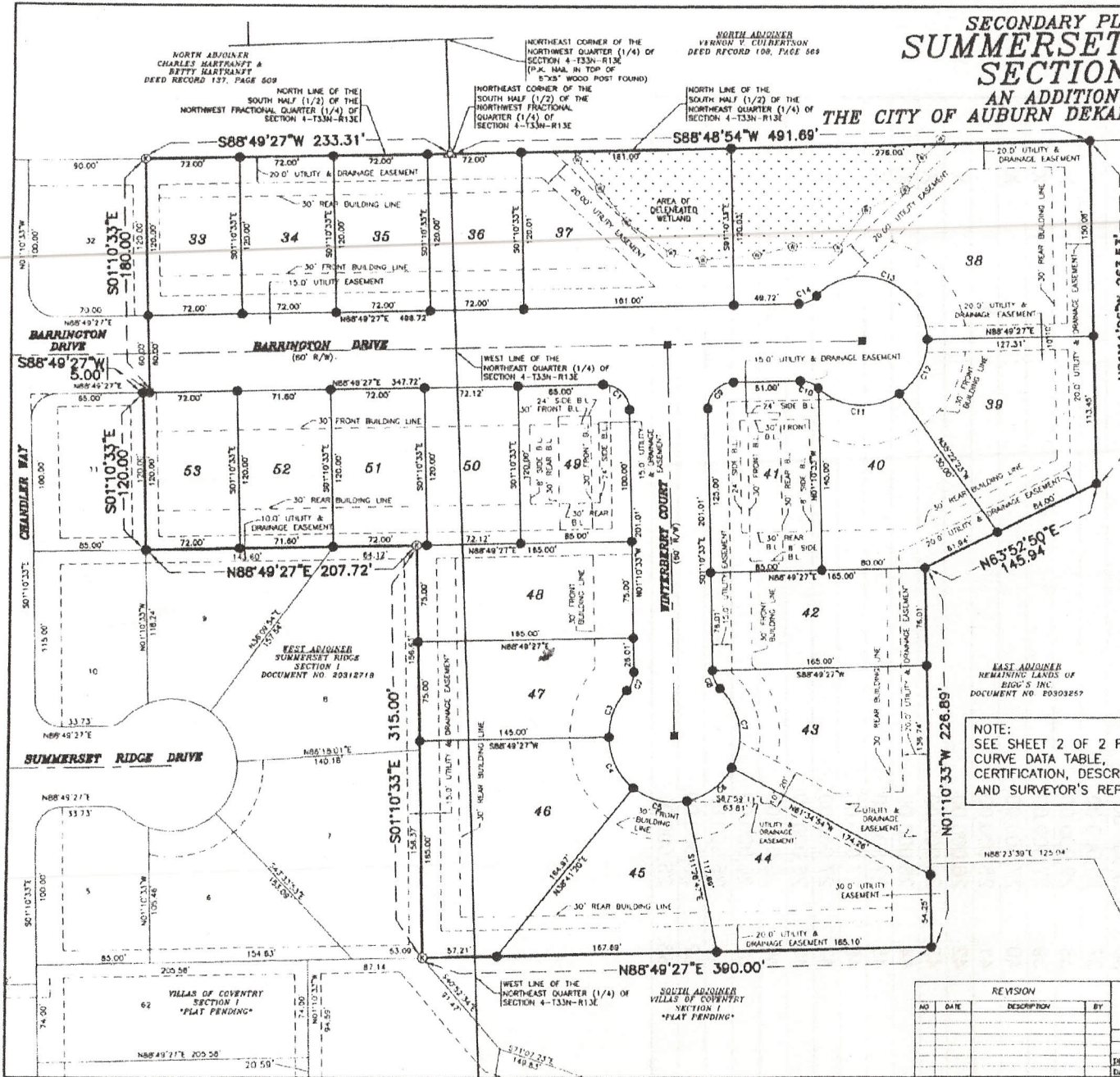
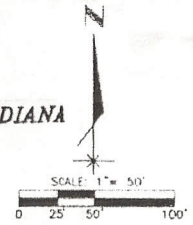
My commission expires: 01/29/2012
 Resident of Adams County, Indiana.

Connie J. Kreigh
 NOTARY PUBLIC, Connie J. Kreigh



"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 Ralph E. Biggs"

**SECONDARY PLAT OF
SUMMERSET RIDGE
SECTION II
AN ADDITION TO
THE CITY OF AUBURN DEKALB COUNTY, INDIANA**



- LEGEND:**
- M - MEASURED DIMENSIONS
 - CM - CALCULATED FROM MEASURED DIMENSIONS
 - R - RECORDED DIMENSIONS
 - CR - CALCULATED FROM RECORDED DIMENSIONS
 - P - PLATTED DIMENSIONS
 - CP - CALCULATED FROM PLATTED DIMENSIONS
 - ▲ - STONE FOUND PER COUNTY SURVEYOR'S RECORDS (SEE NOTE)
 - △ - HARRISON MONUMENT FOUND PER COUNTY SURVEYOR'S RECORDS
 - - RAILROAD SPIKE FOUND
 - ⊙ - 5/8" REBAR FOUND WITH CAP MARKED "KLINE ASSOC INC #0043"
 - - MAG NAIL SET
 - ▲ - HARRISON MONUMENT SET
 - - 5/8" REBAR SET WITH CAP MARKED "KLINE ASSOC INC #0043"
 - - RAILROAD SPIKE SET
 - ⊙ - 1-1/4" PIPE SET WITH CAP MARKED "KLINE ASSOC INC #0043"
 - - - - - BUILDING SETBACK LINE
 - - - - - EASEMENT LINE
 - B.L. - DENOTES BUILDING LINE

SOURCE BENCHMARK
U.S.G.S BENCHMARK NUMBER F-198
LOCATED ON TOP OF CENTER OF 40
INCH BY 40 INCH STONE MASONRY
FENCE POST AT Y-INTERSECTION OF
FENCE.
ELEVATION = 877.92

PROJECT BENCHMARK
THE NORTH RIM OF EXISTING SANITARY
MANHOLE, LOCATED NEAR THE
SOUTHWEST CORNER OF LOT 46 OF
SUMMERSET RIDGE SECTION II.
ELEVATION = 863.38

NOTE:
SEE SHEET 2 OF 2 FOR
CURVE DATA TABLE,
CERTIFICATION, DESCRIPTION
AND SURVEYOR'S REPORT

OWNER/DEVELOPER:
BIGG'S, INC.
P.O. BOX 649
DECATUR, INDIANA 46733
PHONE: 260-724-9131

BUILDING LINE NOTE:
THE PROPOSED LOTS SHALL HAVE
A. 40' FRONT BUILDING LINE
(MEASURED FROM STREET CENTERLINE)
B. 8' SIDE BUILDING LINE.
C. 30' REAR BUILDING LINE.

REVISION		
NO	DATE	DESCRIPTION

MICHAEL C KLINE ASSOCIATES, INC.
ENGINEERING & SURVEYING
126 WEST SEVENTH STREET, AUBURN, INDIANA 46706
260-925-2019

**SUMMERSET RIDGE SECTION II
SECONDARY PLAT**

DESIGN BY: JMT SCALE: 1" = 50'
DATE: 8-01-07 JOB NO: 0708 DRAWN FROM: 0190 SHEET 1 OF 2

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