

Filed
 NOV. 10, 2003 AT 10:48AM
 RECORDER OF DEKALB CO, IN
 BURTIE M RYNEARSON

Fee Amount: \$15.00

**PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND
 EASEMENTS
 FOR
 SUMMERSET RIDGE SECTION I
 AN ADDITION TO DEKALB COUNTY, INDIANA
 CONTAINING 32 LOTS**

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 recorded plat of Summerset Ridge Section I 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 (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.

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 trailers, 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, of any of said lots, his legal representative, successor, grantee, assigns, 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 reentry, nor shall it effect the interest of any person holding alien upon said premises excepting for the violation thereof after such lien has ripened into a possessory title.

13. Severability. Invalidation of any of these covenants by judgement 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 lamppost near the street-sidewalk park strip.

15. The Developer (Owner) shall cause a Homeowners Association to be formed to further the mutual enjoyment of the subdivision and maintaining the entrance and all common area.

Dated this 7th day of November, 2003.

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

State of Indiana
County of DeKalb

Before the undersigned Notary Public, in and for said County and State, this 7th day of November, 2003, personally appeared Biggs, Inc. by Ralph Biggs, President 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.

My Commission Expires:
July 26, 2007

Sharon L. Kline
Notary Public
Sharon L. Kline
Typed or Handwritten



Resident of DeKalb County, Indiana