

RESTRICTIVE COVENANTS

Affecting Parcel #30-03-18-200-002.000-010 in Hancock County, Indiana

These restrictive covenants (hereinafter the "Covenants") are binding upon the 11.517 acres of land, more or less, that is identified as Parcel #30-03-18-200-002.000-010, whose North boundary is contiguous with E 1000 North, in Hancock County, Indiana, and which is more particularly described in the attached Exhibit "A" (hereinafter the "Land").

1. These Covenants shall all run with the land and be binding upon all parties and persons claiming under them.

2. There shall be no more than one residence constructed on the Land and that residence shall be a single-family residence (hereinafter the "Residence"). The Residence must be built on a permanent, concrete foundation, and constructed completely on site. No manufactured homes, modular homes, mobile homes, or similar structures shall be permitted on the Land. The Land may not be subdivided.

3. The Residence, if constructed, shall have a ground floor area of not less than 2,000 square feet, exclusive of any porches, decks, patios, or garages.

4. Other than the Residence, the only building that may be constructed on the Land is a barn. The front of any barn constructed on the Land shall not be any closer to E 1000 North than the rear side or Southern-most point of the Residence. No out-buildings, garages unconnected to the Residence, camper awnings, tents, sheds, or shacks shall be permitted on the property.

5. No vinyl siding shall be used on any exterior walls of the Residence or the barn.

6. There shall only be one ingress-egress driveway onto the Land, which shall connect to E 1000 North within the eastern 1/4 portion of the North boundary of the Land. All driveways shall be poured concrete or asphalt.

7. No above-ground swimming pools shall be permitted on the Land.

8. No vinyl fencing shall be permitted.

9. Neither the Residence, nor any portion of it, nor any part of any barn built on the Land, may be leased or subleased to a third party.

10. No more than one recreational vehicle, boat, personal watercraft, snowmobile, or other recreational vehicle may be stored on the Land at one time, and any such items must be stored either in the garage, a barn, or behind the Residence.

11. No trucks larger in size than $\frac{3}{4}$ ton may be regularly parked outside on the Land.

12. No vehicles of any kind may be put up on blocks or jacks to accommodate vehicle repair work except inside the garage or barn. Disabled vehicles not being repaired shall not be stored outside on the Land.

13. No sign of any kind shall be displayed to the public view on the Land, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the Residence for sale.

14. The Land shall not be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. No rubbish, garbage, or other waste shall be allowed to accumulate on the Land.

15. No gas, oil, or other storage tanks shall be installed on the Land unless fully

shielded from view of the road or buried.

16. No business may be operated anywhere on the Land other than those businesses that can be operated entirely inside the Residence or a barn located on the Land and that do not require customer visits, onsite manufacturing, or the maintenance of machinery. No business that provides entertainment to customers or serves alcohol to paying customers shall be permitted on the Land.

17. No noxious or offensive trade shall be carried out on the Land, nor shall anything be done which shall be or become an annoyance or nuisance to any adjoining properties.

18. No trailer park or recreational vehicle, boat or camper storage or rental facility shall be located on the Land.

19. No free-standing commercial business or parking lot may be located on the Land.

20. No shooting range shall be permitted on the Land, and the firing of guns on the Land for recreational purposes shall not be permitted.

21. No contained animal feeding operation shall be permitted on the Land.

22. No animal breeding operation or business shall be permitted on the Land.

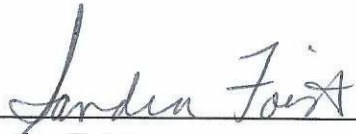
23. No exotic animals, farm animals or chickens shall be permitted on the Land.

24. Setbacks for the Residence and any barn shall be at least 180 feet from the road (E. 1000 N) and 75 feet from the West property line.

25. The invalidation, by a court of law, of any covenant or restriction herein shall in no manner affect the enforceability of the other covenants.

26. These Covenants may be enforced by the signers of these Covenants listed below, and their successors and assigns, and may be enforced by any adjoining landowner (a landowner whose land shares a contiguous boundary with the Land, and/or the owner of any land directly North of the Land on the North side of E 1000 North). The prevailing party or parties in any legal action initiated to enforce these Covenants shall be entitled to recoup its reasonable attorney fees from the non-prevailing party or parties.

These Covenants are made, entered into, and agreed upon by the current owners of the Land, whose signatures appear below, and they shall become effective immediately upon the recording of the Covenants with the Office of the Recorder of Hancock County, Indiana.



Sandra Foist



Tamara Pringle