

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

DEC 09 2003

*Robert A. Montoya*  
AUDITOR OF TIPPECANOE CO

**RESTRICTIVE COVENANTS  
FOR  
BLACKTHORNE SUBDIVISION  
PHASE ONE**

G & L DEVELOPMENT CO., INC., an Indiana corporation, being the owner of all the real estate platted as Blackthorne Subdivision, Phase One, in Wabash Township, Tippecanoe County, Indiana such real estate being more particularly described in Exhibit A (the "Addition"), and having recorded said plat in the Office of the Recorder of Tippecanoe County, does hereby establish the following covenants, restrictions and conditions to govern the use and occupancy of the lots in said Addition:

1. All numbered lots shall be known and described as residential lots. No building shall be erected or placed on any residential building lot other than one single-family dwelling and a private garage for not less than two (2) nor more than three (3) automobiles. Other structures which are consistent with the high-quality residential character of the neighborhood, including without limitation, fences and storage sheds, may be erected or placed on residential building lots only with the express written approval of the Building Committee established by Paragraph 3 of these Restrictive Covenants.

2. The ground floor living area of a one (1) story dwelling shall not be less than one thousand three hundred (1,300) square feet, and the living area of a two (2) story, bi-level, tri-level or split-level dwelling shall not be less than one thousand five hundred (1,500) square feet, exclusive, in all cases, of porches, decks, patios, garages and similar areas not regarded as living areas. At least thirty percent (30%) of the front side of each dwelling (excluding windows and doors) must be covered with masonry.

KEY NUMBERS  
134-06600-0134  
134-06600-0211  
134-06600-0629

3. No building, wall, fence or other structure shall be erected or placed on any lot until the building plans (including without limitation, roof color and siding and any exterior paint color), specifications and plot plans showing the location and elevation of such structure have been approved in writing as to the conformity and harmony of external design and appearance with existing structures in Blackthorne Subdivision, Phase One, and as to the location of the structure with respect to topography and finished ground elevation, by a committee composed of Bruce A. Gunstra, Brian L. Keene and James Keene (the "Building Committee"), or by a representative designated by a majority of the members of the Building Committee. In case of disagreement among the Building Committee members on any matter officially before the Building Committee, the vote of the majority among such members of the Building Committee shall be controlling. If there is death or resignation of any members of the Building Committee, the remaining member or members shall be authorized to select a replacement, but prior to such selection the remaining member or members shall have full authority by unanimous action to perform all of the duties of the full Building Committee. In the event the Building Committee or its designated representative fails to approve or disapprove building plans, specifications and plot plans within thirty (30) days after said documents have been submitted to the Building Committee, Building Committee approval will not be required and full compliance with this covenant shall be assumed. Neither the members of the Building Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

4. No building shall be located neither nearer to the front lot line nor nearer to the side street line than the building set-back lines shown on the plat. In any event, no building shall

be located on the residential building lot nearer than twenty-five (25) feet to the front lot line or to any side street line. No building shall be located nearer than six (6) feet from any side lot line, other than a detached garage located fifty (50) feet or more from the front lot line which may be located three (3) feet from any side lot line. No fence of any kind shall be constructed or maintained between the building set-back line and the front property line of any lot.

5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, twenty-five (25) feet from the intersection of the street property lines extended. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any lot within the triangular areas formed by street property lines and the edges of any driveway or alley (whether on such lot or adjacent thereto) and lines connecting them at points ten (10) feet from the intersection of the street property lines and the edges of the driveway or alley. No tree shall be permitted to remain within such triangular areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or

disposal of such material shall be kept in a clean and sanitary condition and out of view of other lots and the street.

7. No garage or other out-building, no shack or other temporary structure, no trailer, no tent, and no basement (other than a basement which is part of a completed dwelling) shall be used either permanently or temporarily as a residence. Garages containing finished living quarters in the upper level or loft shall not be subject to this restriction.

8. All lawns, exclusive of those areas on the lot that are left in a natural state, shall be sodded or seeded to prevent erosion onto adjoining real estate. All front lawns shall be sodded or have irrigation system installed with seed. The front lawns and side lawns of all corner lots shall be sodded or have irrigation system installed with seed. Such lawns must be established by sodding or seeding within two (2) months after completion of the dwelling, season permitting.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10. No business or business activity shall be conducted on any lot other than that activity which is customarily considered to be purely incidental to residential use.

11. All driveways shall be at least sixteen (16) feet wide. All driveways and walks shall be of concrete or blacktop and shall be built no later than thirty (30) days after a new dwelling is occupied, weather permitting.

12. No permanent outside clothesline shall be erected, placed or allowed to remain upon any lot.

13. No signs of any kind shall be displayed to the public view upon any lot other than one (1) sign of no more than five (5) square feet advertising the property for sale or rent.

14. 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 may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they do not become an unreasonable annoyance or a nuisance to other residents.

15. Vegetable gardens may be raised on any lot provided the garden is planted and maintained in an orderly fashion.

16. No truck of any kind that requires a "commercial vehicle license," no recreational vehicle, no boat, no trailer, and no unlicensed vehicle shall be parked or permitted to remain on any street or lot in the Addition unless the same is enclosed by a garage and not exposed to view. Trucks making deliveries or present in connection with service, repair or construction within the Addition are excepted. Other vehicles of any kind except conventional passenger cars shall not be parked or permitted to remain on any street or lot in the Addition for a period in excess of forty-eight (48) hours unless enclosed by a garage and not exposed to view. Conventional passenger cars may be parked on streets in the Addition for periods of no longer than twenty-four (24) hours and in private driveways for unlimited periods of time. The purpose of this restriction

is to preserve the overall appearance and integrity of the Addition and to eliminate on-street parking wherever possible.

17. Unless a delay is caused by strikes, war, court injunctions or acts of God, the exterior of any dwelling or other structure built upon any lot shall be completed within twelve (12) months from the date of commencement of the building process.

18. No storage tanks of any kind will be permitted.

19. No above ground swimming pools will be permitted.

20. The Building Committee established under Paragraph 3, subject to U.S. postal regulations, will provide details for a uniform mailbox to be installed in the Addition.

21. No vehicular access shall be permitted from a lot directly onto a street where shown on the final plat. This restriction shall be enforceable by the Tippecanoe County Area Plan Commission, and is irrevocable by the lot owners.

22. No exterior television or radio antenna, satellite dish larger than nineteen inches (19") or ground station shall be placed, allowed or maintained on any lot without the prior written approval of the Building Committee, which may require appropriate enclosure or screening as a condition of any approval.

23. A Blackthorne Subdivision Homeowners Association (the "Association") shall be formed which shall own such common areas as Outlot A in Blackthorne Subdivision, Phase One, as shall be conveyed to it and shall be responsible for the maintenance of such common areas and facilities located thereon as well as such entry monumentation and street lighting as may be constructed in the Addition.

The Blackthorne Subdivision Homeowners Association shall be responsible for maintenance of any storm water management and detention facilities which may be installed to serve Blackthorne Subdivision and which are not maintained by a public authority.

In the event the storm water drainage system serving the Blackthorne Subdivision Subdivision shall become or be proposed to become a legal drain, each owner of a lot in the Addition shall, by virtue of ownership, be deemed to agree and consent to the storm water drainage system becoming a legal drain and all legal requirements and assessments imposed by the Tippecanoe County Drainage Board and applicable drainage ordinances.

If the Association fails to exercise any maintenance obligation relating to storm water drainage, the Tippecanoe County Drainage Board may perform such maintenance and take all other actions necessary for the proper maintenance of such storm water facilities. The Drainage Board shall have the right to assess such Association and the individual lot owners thereof for the cost of such maintenance and, if necessary, to file a Notice of Lien against such lots in the office of the Recorder of Tippecanoe County, Indiana. Such Notice of Lien shall perfect the lien of the Drainage Board for the cost of maintaining such portion of the storm water facilities, and said lien shall have the same force and effect, and be enforced in the same manner, as a mortgage lien under Indiana law, and shall include attorneys' fees, title expenses, interest and costs of collection.

The requirements of this Paragraph 22 shall run to the benefit of the Tippecanoe County Drainage Board and may not be altered, amended or repealed by the lot owners without the written consent of the Drainage Board.

24. Each and every lot owner within the Addition shall be part of the Association. The Association, in accordance with the bylaws of the Association, shall pay for the cost of maintenance of the common areas of Blackthorne Subdivision.

25. The foregoing covenants, restrictions and conditions shall run with the land and shall be binding upon all the parties claiming or owning any interest in Blackthorne Subdivision, Phase One, or any lot therein, until January 1, 2023, at which time said covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years, unless amended or declared null and void by a vote of the owners of a majority of the lots covered by these covenants, restrictions and conditions.

26. If any lot owner or person in possession shall violate or attempt to violate any of these covenants, restrictions and conditions, it shall be lawful for any party, person or persons owning any lot in Blackthorne Subdivision, Phase One, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to compel compliance with these restrictions, or to recover damages caused by such violations, and the owner, or owners or persons in possession against whom such action is taken shall pay court costs and reasonable attorneys' fees in the event judgment is rendered against him or them.

27. Except as specifically provided in Paragraph 3 above, the failure for any period of time to compel compliance with any restrictions, conditions or covenants shall in no event be deemed as a waiver of the right to do so thereafter, and shall in no way be construed as permission to deviate from said restrictions, conditions and covenants.

28. Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

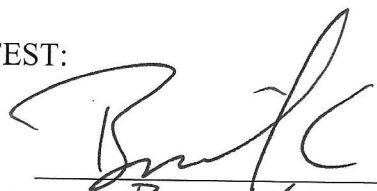


IN WITNESS WHEREOF, G & L Development Co., Inc., an Indiana corporation, has caused these restrictions, conditions and covenants to be executed by its duly authorized officers this 17 day of November, 2003.

G & L DEVELOPMENT CO., INC.,  
an Indiana corporation

By:   
Bruce A. Gunstra, President

ATTEST:

  
By: \_\_\_\_\_  
Name: Brian Keene  
Title: Secretary

STATE OF INDIANA )  
 ) SS:  
TIPPECANOE COUNTY )

Before me, a Notary Public in and for said State and County, personally appeared G & L Development Co., Inc., an Indiana corporation, by Bruce A. Gunstra, its President, and Brian Keene, its Secretary, and acknowledged the execution of the foregoing instrument and swore to the truth of the matters contained therein.

WITNESS my hand and seal this 17<sup>th</sup> day of November, 2003.



Kimberly A. Dye  
Resident of Tippecanoe County  
Commission Expires July 17, 2008

Kimberly A. Dye  
Notary Public

My Commission Expires:

County of Residence:

\_\_\_\_\_  
This Instrument was prepared by  
STUART & BRANIGIN  
By: Thomas R. McCully

322803.1

Exhibit A

LEGAL DESCRIPTION SUBDIVISION :

A part of the southeast quarter of Section Three (3), Township Twenty-three (23) North, Range Five (5) West, Wabash Township, Tippecanoe County, Indiana, being more completely described as follows, to wit:

Commencing at the center of section 3-23-5, said point being marked by a 1" iron pipe in concrete; thence along the west line of the southeast quarter of said Section 3, South 00°21'12" East, 413.18 feet to the point of beginning of the herein described tract; thence North 89°36'18" East, 1035.27 feet; thence along a non-tangent curve to the left, (said curve being concave southeasterly, having a radius of 175.00 feet and a chord bearing South 33°38'34" West, 99.08 feet) an arc distance of 100.45 feet; thence South 17°11'55" West, 241.03 feet; thence along a tangent curve to the right, (said curve having a radius of 125.00 feet and a chord bearing South 53°35'57" West, 148.36 feet) an arc distance of 158.83 feet; thence North 90°00'00" West, 143.40 feet; thence South 00°14'42" West, 50.00 feet; thence North 90°00'00" West, 105.30 feet; thence along a tangent curve to the left, (said curve having a radius of 20.00 feet and a chord bearing South 45°07'21" West, 28.22 feet) an arc distance of 31.33 feet; thence South 00°14'42" West, 636.54 feet; thence along a tangent curve to the left, (said curve having a radius of 115.00 feet and a chord bearing South 17°09'24" East, 68.79 feet) an arc distance of 69.85 feet; thence South 34°33'30" East, 114.98 feet; thence along a tangent curve to the right, (said curve having a radius of 175.00 feet and a chord bearing South 31°05'45" East, 21.14 feet) an arc distance of 21.15 feet; thence South 89°21'49" West, 234.01 feet; thence North 34°33'30" West, 66.95 feet; thence North 00°14'42" East, 311.49 feet; thence South 89°38'48" West, 338.39 feet to the west line of the southeast quarter of said Section 3; thence along said west line, North 00°21'12" West, 916.68 feet to the point of beginning, containing 16.51 acres, more or less.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.