

**RESTRICTIVE COVENANTS
RIVER BLUFFS SUBDIVISION PART THREE PHASE TWO**

1. The term “RIVER BLUFFS” shall mean the owners of the Lots in River Bluffs Subdivision Part Three Phase Two.
2. The term “Developer” shall mean and refer to R. Gregg Sutter and Patrick N. Cunningham, their successors and assigns.
3. The term “Committee” shall mean the Architectural Control Committee, composed of three members initially appointed by the Developers of River Bluffs Subdivision Part Three Phase Two. The members shall be subject to removal by RIVER BLUFFS at any time with or without cause.
4. All lots in this subdivision are reserved for residential use, and no building other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.
5. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than two thousand (2,000) square feet in the case of a one-story structure. Not less than one thousand three hundred (1,300) square feet in the case of multiple story structure, provided no structure of more than one story shall have less than an aggregate of two thousand three hundred (2,300) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size. Any decrease in minimum required square footage will be by written consent of the Committee.
6. The subdividing of any lot may be permitted as specified in the Unified Subdivision Ordinance of Tippecanoe County, but said subdivision shall not permit or grant additional building sites. By way of limitation of the Unified Zoning Ordinance and the Unified Subdivision Ordinance, all requests for special exception and variance in this subdivision shall be first approved by the Architectural Control Committee.
7. It is understood that all property owners shall bury their utilities i.e., electric service, telephone lines underground from their property lines to their place of residence. All fuel tanks will be buried in the ground and the installation and maintenance thereof shall comply with all applicable safety regulations.
8. No building, wall, fence or other structure shall be erected or placed on any lot in this subdivision until the building plans, specifications, and plot plans showing the location and elevation of such building have been approved in writing by the Architectural Control Committee as to the conformity and harmony of external design with existing structures in the addition. No fences shall be erected between the building lines and the property lines of the streets as shown on the plat; except with the approval of the committee, which fences shall not exceed 42 inches in height and shall be of decorative nature.

9. No trailer, tent, shack, attached shed, basement, garage, barn, or other outbuilding or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. Any attached garage, tool shed, or attached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architectural and appearance of such residence and be approved by the Committee.
10. No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet; any proposed construction closer than 20 feet to the side of any lot must be approved in writing by the Committee. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the boundaries of multiple lots.
11. No structure in this subdivision, without written approval from the Committee, shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of eave line; and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.
12. No boat, trailer, motor home, or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon said lot except within a garage or other approved structure. All owners will make every effort to house their automobiles inside their garages.
13. All owners of improved lots will be required to install, or have installed, one gas or electric "dusk to dawn" yard light in the front yard area between the street and the house.
14. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restrictions or reduction, across downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.
15. No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.
16. No business or business activity shall be conducted upon said subdivision.
17. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
18. No outside clothes-line shall be erected or allowed to exist on any lot in the subdivision.
19. No signs of any kind shall be displayed to the public view upon any lot except with the written consent of the Committee, except that subdivision signs may be erected by the developers advertising the lots in the subdivision for sale.

20. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, grass clippings or other waste, and shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.
21. It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so, then developer may take such action as it deems appropriate in order to make the lot neat and attractive; and the owner shall upon demand reimburse developer for the expense incurred in so doing.
22. All driveways shall be at least 12 feet wide. All driveways and walks shall be of concrete, asphalt, or paving block and shall be built no later than 30 days after a new dwelling is occupied. Other material for driveways may be used with written consent of the Committee.
23. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year.
24. In no case shall the drainage ditch within the county road right-of-way be filled or altered in any way except to install a driveway entrance which must be approved by the Committee and the Tippecanoe County Highway Engineer.
25. The Committee, subject to U.S. postal authority or regulations, reserves the right to designate where lot owners shall place mail boxes and also reserves, subject to U.S. postal authority or regulation, the right to designate the type of mail boxes.
26. The erection of any form of antenna or satellite dish within said subdivision must be approved in writing by the Committee along with the plans for concealing said antenna or satellite dish from view.
27. If the Committee or their duly authorized representatives, fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee, nor the designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.
28. The foregoing covenants, restrictions, conditions and easements shall run with the land and shall be binding upon all parties claiming or owning any interest in the subdivision; and if any owner or person in possession shall violate or attempt to violate any of these covenants, restrictions and conditions, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate same to prevent the violation, to obtain a mandatory injunction to correct and remedy the undesirable situation, to compel compliance with these restrictions, or to recover damages caused by such violations, and the owner, owners or persons in possession against whom such action is taken shall pay

court costs and reasonable attorney fees in the event judgement is rendered against him or them.

- 29. Except as provided in Section twenty-seven (27) hereof, the failure for any period of time to compel compliance with any restrictions, conditions or covenant shall in no event be deemed as a waiver of the right to do so thereafter, and shall in no way be construed as a permission to deviate from said restrictions, conditions and covenants.

IN WITNESS WHEREOF, Patrick N. Cunningham and R. Gregg Sutter, developers of the real estate described on the plat of River Bluffs Subdivision Part Three Phase Two, have set their hands and seals this _____ day of July, 1999.

Patrick N. Cunningham

R. Gregg Sutter

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared Patrick N. Cunningham and R. Gregg Sutter, who acknowledged execution of the above foregoing instrument and the truth of the facts stated therein.

Witness my hand and seal this _____ day of _____, 1999.

My commission Expires August 7, 2007

Notary Public
Printed: Julie M. Wright
Resident of Tippecanoe County, Indiana.