

RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS

The **Restrictions, Conditions, Covenants and Agreements** are the **law of the land**". They were recorded at the time of the original development of the property and are **rules and regulations** that apply to **all** lots within the **subdivision**. These are on the sales contract and are a part of, usually by reference, the warranty deeds. Most people refer to these as the "fine print" of the contract so we have reprinted them here in regular type so you can plainly see them.

1. Lot Classification: Lots in Country Squire Lakes Subdivision shall be divided into four (4) classes.
 - A. Class "A" lots shall be known as RESIDENTIAL SITES, and shall be used exclusively for single family residences. No dwelling shall be constructed on a Class "A" lot which shall have less than 960 square feet of floor space excluding porches and garages.
 - B. Class "B" lots shall be known as RESIDENTIAL AND MOBILE HOME SITES. No conventional or modular structure having less than **850 square feet of floor area exclusive of** porches and garages shall be placed or constructed on a Class "B" lot. No mobile home having less than 672 square feet of floor area shall be placed on a Class "B" lot.
 - C. Class "C" lots shall be known as CAMP SITES. There shall be no restriction or limit as to size of camping units, which may be placed on Class "C" lots. Class "C" lots may **not** be used as permanent and residential lots unless the mobile home, modular or conventional structure placed thereon meet the requirements established for a Class "B" lot.
 - D. Class "D" lots shall be known as COMMERCIAL SITES. Class "D" lots shall be used exclusively for commercial purposes. Prior to the placing or construction of any structure on a Class "D" lot, the owner of such lot must apply for and obtain the **approval** of Grantor herein, its successors or assigns. In determining whether to grant such approval, consideration shall be given to the design, materials, planned use, and its effect on existing improvements in the area.
2. Not more than one single dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters.

3. No porch or projection of any building shall extend nearer than thirty (30) feet to any road right-of-way, nor nearer than ten (10) feet to the property line of any abutting property owner, nor nearer than forty (40) feet from the normal water line of any lake located on Country Squire Lakes Subdivision as the same is shown on the recorded Plats and no portion of any building shall be constructed at a point below six hundred fifty-five (655) feet elevation. No visual obstructions shall be closer than fifteen (15) feet to the pavement at any intersection. Upon appeal in specific cases the Board of Directors of CSL Community Association, Inc., hereinafter known as The Association or Country Squire Lakes Div., Hidden Valley Lake, Inc., hereinafter known as the developer, its successors, assigns and licensees, may grant variance from the terms of this restriction which will be not contrary to law and the interest of other lot owners in Country Squire Lakes Subdivision, where owing to special conditions, a literal enforcement will result in unnecessary hardships to the end that the spirit of this Restriction shall be observed and substantial justice done.

All plans and specifications for any structure or improvement to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior, color schemes as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the approval in writing of The Association or developer, or its duly authorized agent before any such work is commenced. Said Association or developer shall have the right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Association or the developer, or when (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, (2) the plans and specifications submitted are incomplete, or (3) The Association or developer deems the plans, specifications or details or any part thereof, to be contrary to the interest, welfare or rights of all or any of the real property subject hereto, or the owners thereof. The decision of The Association or developer shall be final. Neither The Association and its agents nor the developer or its agents shall be responsible for structural deficiencies or any other defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provision.

The Association or developer shall have the authority to control landscaping of all lands within Country Squire Lakes Subdivision.

4. No outside toilet shall be allowed on the premises. No untreated waste shall be allowed to enter into any lake located on Country Squire Lakes Subdivision. No individual water wells shall be allowed on any residential lot and each resident shall use the central water supply from the Public Utility supplying water to the subdivision.

5. No noxious or offensive trade of activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of The Association or the developer. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by The Association or developer, in which event a proper charge for the same will be assessed and collected as provided in Restriction Number 8 hereof.
6. **No boat docks, floats or other structures extending into a lake shall be constructed or placed into or on said lake without prior written approval of The Association or developer. Use of the lake shall be in compliance with the rules and regulations of The Association or developer.**
7. The developer reserves a fifteen (15) foot wide easement across the front and any side of said lot bordering on a road right-of-way and a six (6) foot wide easement **along the side and rear lines of each and every lot for the purpose of** installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy line, braces and anchors wherever necessary, for said installations, operations, or maintenance together with the right to install, operate and maintain gas **and** water mains, sewer lines, **culverts, and drainage ditches, and other** services and appurtenances thereto, for the convenience of the property owners, reserving also the right of ingress or egress to such areas for any of the purposes mentioned above. Exceptions: (1) Where prior to installation of such utility lines and/or mains and (2) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, and said common lot line shall not be subject to the aforementioned six (6) foot easement unless it is shown on recorded plats: (3) Developer reserves the right to cause or permit drainage of surface waters **over and/or through** said lots. Developer reserves an easement on, over or under all road right of ways for the purpose of installing, operating, removing, or maintaining the above-mention installation.

Further, developer reserves for a period of ten (10) years from the date of this instrument or until the sewer collector line is installed, whichever is first, an easement across said lot at any point and of sufficient width to permit the installation of a sewer collector line and an area 7 1/2 feet on either side as laid. If as a result of such installation, the lot is rendered unbuildable; then upon demand by Grantee, developer shall refund all money theretofore paid by Grantee or credit the same against the purchase price of another lot of Grantee's choice as determined by Grantees. Grantees waive all claims for damages arising out of the exercise of the rights of the foregoing easements, except damages which

may occur to building structures and/or driveways.

8. Each lot owner (as the same may be defined from time to time in the By-laws of The Association or developer) in Country Squire Lakes Subdivision shall be a *member of The Association and shall be subject to an annual dues charge and assessments for each lot standing in his/her name*, imposed by The Association, to meet all project communal expenses, which may include liability insurance policy premium and an insurance premium for a policy to *cover repair and reconstruction work in case of hurricane, fire, earthquake, or other hazard, such assessments shall be made equally against each lot owner*, and the purchaser thereof, whether under a contract to purchased or deed of conveyance; such assessments shall include payments to a general operating reserve and a reserve fund for replacement as may from time to time be required by resolution of the Board of Directors of The Association and developer. **Each lot owner by acceptance of the contract of purchase or deed of conveyance agrees to pay said dues and assessments to The Association annually on the first day of March commencing the year following the date of the agreement to purchase.** Grantee agrees to pay said dues and assessments for said project communal expenses and reserve accounts irrespective of whether the privilege of using the communal properties of The Association is exercised.

Grantee agrees that the use of the above mentioned Association communal properties shall be conditioned upon his complying and he hereby agrees to comply with all rules and regulations from time to time, promulgated by said Association and developer. Grantee for himself, his heirs, and executors and assigns, further agrees that the dues and assessments as herein set forth shall be and constitute a debt which may be collected by suit in any Court of competent jurisdiction or otherwise, and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring covenant and agree, as aforesaid *to pay to The Association all charges past and/or future as provided in*, and in strict accordance with the terms and provisions hereof.

Any costs, including attorney's fees, incurred by The Association in the collection of aforesaid dues and/or assessments shall be borne and paid by the lot owner causing the same. It is understood and agreed that such unpaid dues, assessments, and costs of collection including attorney's fee shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall enjoy a priority with other liens as established by the date of creation of their respective encumbrances and as may be provided for by law.

9. Grantee for himself, his heirs, executors or assigns, agrees that as a consideration of sale, and as a condition precedent to the installation of water and sewer mains adjacent to the lots as herein described, which said mains are to be located by the developer, its successors, or assigns that the Grantee(s) jointly and severally promise to pay to the Grantors or its assigns, a minimum of \$5.00 per month water and \$3.00 per month sewer, for each

lot standing in his/her name, payable annually in advance, so long as water and/or sewer service is available. Payment thereof for the year or part thereof shall be due on the first day of the month immediately following the availability of water and/or sewer service to Grantee, his heirs, executors or assigns, whether or not an actual water and/or sewer service connection is then in existence to said Grantee, his heirs, executors or assigns, for the period beginning with said month and ending on March 31st subsequent thereto; and thereafter due and payable in the amount of \$60.00 for water service in advance on the first day of April of each year, and \$36.00 per year sewer service. The foregoing charges are for the availability of water and/or sewer service and is not a contribution in aid of construction. The Grantor, its successors or assigns, upon receiving a written request and \$195.00 will install a water service connection from the main to the Grantee's lot line, and thereafter, Grantee, his heirs, executors or assigns shall pay a minimum water service fee, whether or not used, of \$5.00 per month in lieu of and in the same manner as the water **availability** charge.

The Grantor, its successors or assigns, upon receiving a written request and \$385.00, will install a sewer service connection from the main to the Grantee's lot line, and thereafter, Grantee, his heirs, executors or assigns shall pay a minimum sewer service fee, whether or not used, of \$4.00 per month in lieu of and in the same manner as sewer availability charge.

Provided however, no charge for sewer service to any lot shall be made prior to the time water service is available to said lot.

The aforesaid charges are subject to change by the Public Service Commission of Indiana. Exceptions and further explanations pertaining to conditions for water and sewer service have been, or will be recorded in the Office of the Recorder of Jennings County, Indiana and are hereby Incorporated in and expressly made a part of this Agreement by reference.

Charges for water and/or sewer service and for the availability of water and/or sewer service which are not paid within ten (10) days after the first day of the month in which they are due shall be increased by ten percent (10%) overdue charge. Any costs incurred by the Grantor, its successors or assigns, in the collection of the aforesaid charges shall be borne by the Grantee, his heirs, executors, or assigns. It is understood and agreed that the above mentioned considerations, if unpaid shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall participate with other liens and shall enjoy priority with such other liens as established by the dates of their respective encumbrances and as may be provided by law.

In the event any order, now existing or hereafter made, by any Governmental agency having jurisdiction conflicts with any of the aforesaid provisions and/or charges, then said charges and provisions shall be deemed modified to conform to the maximum charges permitted

by such order.

10. These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successor, and assigns, and if said Grantees, their heirs, executors, administrators, successors or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any land in the **Subdivision** to prosecute **any** proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him or them from doing so, or to recover damages for such **violation**. It is further **provided** that a breach **of any** of the restrictions, conditions and agreement contained herein, or of re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value to said premises or any part thereof. Said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

The restrictions, conditions, covenants and agreements contained in paragraph 7 herein shall run with the land for the benefit of all other lots and tracts in Country Squire Lakes Subdivision without limitations as to time.

The restrictions, conditions, covenants and agreements set forth in paragraphs 2, 3, 6, and 8 herein, shall continue until the first day of January, 1978, A.D., and thereafter and until the same are changed, altered, amended or revoked in whole or in part by the owners of the lots in Country Squire Lakes Subdivision whenever a simple majority of the same so agree in writing. For this purpose, each owner shall be entitled to vote, as specified in the By-laws of The Association.

The restrictions, conditions, covenants and agreements set forth in paragraphs 1, 4, 5, 9, and 10 herein shall continue until January 1, 2023, A.D., and thereafter and until the same are changed, altered, amended or revoked in whole or in part by the owners of the lots in Country Squire Lakes Subdivision whenever a simple majority of the same so agree in writing. For this purpose, each owner shall be entitled to one vote for each lot owned in the Subdivision.

Any invalidation of any of these covenants, conditions, and agreements shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

Country Squire Lakes

1. The primary purpose of this development is for the creation of an open space residential community and the private enjoyment of out-of-door recreation and will so provide for the owners of lots purchased a healthful atmosphere for themselves, their children and friends.
2. All lots shall have a minimum lot area of eight thousand four hundred (8400) square feet.
3. All the lots will be serviced by public water and sewer provided by the developer to meet Indiana State Board of Health Specifications.
4. All roads herein are private and will be maintained by the owner of this private community. Major road right-of-way will be sixty (60) feet in width. Minor road right-of-way will be fifty (50) feet in width.
5. No wells or septic systems will be permitted in the community.
6. The owners of all lots within the subdivision shall be required to maintain all natural storm drainage ways, improvements, and channels in such a manner that the normal flow of water shall have no interference. Within these drainage ways and easements, no structures, planting, fencing or other material shall be placed or permitted to remain which may obstruct, retard or change the direction of the flow of water through such natural drainage ways.
7. All lot conveyances will contain additional covenants and restrictions which will appear on and be made part of the deed of property trust.

SEE DEED FOR EACH INDIVIDUAL LOT