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Vincennes Place

PLAT 1400

Floyds Knobs, Indiana

Developed by
Mike & Julie Larner

Restrictions & Protective Covenants

502-235-7906

CONTENTS

Original Issue – March 2, 2009

RESTRICTIONS AND PROTECTIVE COVENANTS FOR
Vincennes Place

Larner Development, LLC, an Indiana limited liability company, being the sole owner of all lots in Vincennes Place as the same appears of record in the office of the recorder of Floyd County, Indiana, in Deed Drawer _____, Instrument No. _____ does hereby impose the following Restrictions and Protective Covenants upon each lot within the Plat of Vincennes Place for the mutual benefit of all persons, firms, corporations, and associations who may now or hereafter have any vested interest, legal or equitable, in any lot within the development.

1. Primary Use Restrictions

No lot shall be used except for private single-family residential purposes, with the exception that these restrictions recognize that a family in-home business that has approval from the Floyd County Board of Zoning Appeals can exist. No structure shall be erected, placed, altered or permitted to remain on any lot except a single-family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one half (2 1/2) stories in height and containing a private garage attached for the sole use of the owner and occupants of the lot. Notwithstanding the provisions hereof a new home may be used by a builder thereof as a model home for display or the builder's own office, provided said use terminates within (48) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any person, firm, corporation or association to whom it may assign such right.

2. Approval of Construction and Landscape Plans

No structure may be erected, placed or altered on any lot until plans are submitted showing the (a) location of improvements on the lot; (b) the grade elevation (including front, rear, and side elevations); (C) the type of exterior material; (d) the location and size of the driveway, which shall have been approved in writing by the Developer. In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show trees, shrubs, and other plantings. Said landscaping to be completed within one (1) month from the date of occupancy. References to "Developer" in this paragraph shall include any person, firm, corporation or association to whom the Developer may assign the approval duties. References to "structure" in this paragraph shall include any building including a garage, fence or wall.

3. Building Materials, Roof, Builder

(a) The exterior building materials of all structures shall extend to a maximum of six (6) inches above ground level and shall be either brick, stone, brick veneer, stone veneer or a combination of the same. However, the Developer recognizes that the appearance of other exterior building materials may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) The main roof pitch of any residential structure shall not be less than six (6) inches vertical for every twelve (12) inches horizontal.

(C) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one (1) year and must have supervised the construction of or built a minimum of six (6) homes. The Developer may waive this requirement based on additional qualifications. The Developer makes this requirement to maintain high quality of construction within the subdivision and reserves the right to waive these standards of experience.

4. **Setbacks**

(a) No structures shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines regulations during the development of the subdivision. Developer may vary the established building lines, in their sole discretion, where not in conflict with applicable zoning regulations during the development of the subdivision. For purposes of this section, the development of the subdivision shall be from the date that these Restrictions and Protective Covenants are executed by the Developer to the date of the sale of the last remaining lot in Vincennes Place to any person, firm, corporation, or association other than the Developer.

(b) For the purposes of these Restrictions and Protective Covenants, all adjoining lots or portions thereof used as a site for the construction of a single dwelling structure shall be considered one (1) lot, so that these Restrictions and Protective Covenants relative to side lot lines shall mean the side lines of any one or more lots or portion or portions of any lot or lots used as a single dwelling building site.

(c) For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this exception shall not be construed to permit any portion of a dwelling structure or any other building be erected in violation of side yard requirements or any applicable zoning ordinance in effect at the time of construction thereof.

5. **Minimum Floor Areas**

(a) The ground floor living area of a one story house shall be a minimum of 2000 square feet, exclusive of porches and garages.

(b) The total living area of a one and one-half (1 1/2) story house shall be a minimum of 2500 square feet, exclusive of porches and garages.

(c) The total living area of a two (2) story or bi-level house shall be a minimum of 3000 square feet, exclusive of porches and garages.

(d) Finished basement areas, garages, and open porches shall not be included in computing total living area of any residential structures, except that finished area on the lower level of a bi-level will be considered in computing total living area.

6. **Garages and Driveways**

(a) All lots shall have at least a two (2) car garage a minimum of twenty-two (22) feet in width.

(b) Garages, as separate structures, are subject to prior plan approval under Paragraph 1 hereof.

(c) No carports shall be constructed on any lot.

(d) Prior to the start of construction of any dwelling, the contractor will install and stone the driveway so that it can be used during construction of the dwelling.

(e) A driveway shorter than forty (40) feet shall be double width and a minimum or eighteen (18) feet wide at its narrowest point. A turnaround or parking area may be substituted for the double wide restriction.

7. **Pools.**

Any swimming pool constructed on any lot must be in-ground and pursuant to an approved swimming pool development plan approved in advance by Developer. The development plan must provide for the pool to be located in the rear of the lot, be screened from the street, have landscaping deemed appropriate by the Developer, and have appropriate fencing as required by local and/or state laws.

8. **Underground Utility Service and Fuel Tanks Satellite Dishes, Antennas, and Towers**

(a) Utility service lines serving each lot shall be underground and shall be located only in those areas reserved on the Plat for utility easements. The utility easements shown on the Plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm, corporation or association owning any legal or equitable interest in any lot in the

subdivision without the expressed consent in writing of the utility service companies providing utility service to the subdivision.

(b) All tanks used for any purpose shall be buried or otherwise fully screened from street view. Pool pumps and filtering systems shall not be visible from the roadway nor from the windows or porches of adjacent properties.

(c) No solar unit may be visible from the street of the said subdivision.

(d) No satellite dish or special radio-telephone transmitting antenna and/or receiving antenna/towers may be constructed on placed on any lot without prior written approval of the Developer or his authorized representative. Principal developer concerns are with regard to location, aesthetic and effective measures to screen such equipment from public view and safety.

9. Completion Time Requirements for Construction

(a) No portion of a structure shall be allowed to remain upon any lot within this subdivision in a partial state of completion for a substantially greater length of time than would normally be required for the completion of such a structure, having regard only for general circumstances and conditions in the vicinity and not circumstances and conditions peculiar to the owner or other person or persons responsible for such construction, and in no event in excess of one (1) year from date of first construction.

(b) After occupancy of a residence, the lot owner shall grade and seed or sod the lot within thirty (30) days, in accordance with the Site Plan and Erosion Control guidelines.

(c) All driveways shall be paved solidly of concrete within one (6) months of completion of a single-family dwelling.

(d) Upon owners failure to comply with the provisions of this Paragraph 8, the Developer or any person or association to whom it may assign the right, may take action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse the Developer or other performing party for all expenses incurred in so doing.

10. Duty to Maintain Lot

Before the date of construction of a single-family residence is started, it shall be the duty of each lot owner to keep and maintain the grass at a level not to exceed twelve (12) inches in height. From and after the date of construction of a single-family residence is started, it shall be the duty of each lot owner to keep and maintain the grass on the lot

property cut to keep the lot free and clear from all weeds and trash (other than normal building materials used during construction) and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then the Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive and the owner shall immediately upon demand reimburse the Developer for all costs incurred in taking such action.

11. Erosion Control

(a) Each lot owner, specifically including without limitation, *a* builder intending to construct and sell a home on such lot, shall comply with the erosion control plan filed for the subdivision pursuant to Rule 5 of 325 IAC 15, *et seq.*, pertaining to Storm Water Runoff Associated with Construction Activity. All erosion control measures shall be performed by personnel trained in generally accepted erosion control practices, and shall comply with the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas published by the Indiana Department of Natural Resources, Division of Soil and Water Conservation. All control measures will also comply with Floyd County Storm Water Ordinance.

(b) Prior to the construction of a single family residence or any appurtenant structure on each individual lot, it shall be the responsibility of the lot owner, or his assigns, to maintain erosion control on each lot to prevent erosion of earth onto any road, curb improvements, adjoining lot, or adjacent property. After the transfer of ownership from the builder to the resident, each individual lot owner shall have a continuing duty to similarly prevent any erosion of earth onto road, curb improvements, adjoining lot, or adjacent property. Should any lot owner, or his agents, fail to take any steps deemed as reasonably required to prevent such erosion, the Developer and/or the Association, or any person to which they may assign such rights, may take such actions as they deem reasonably necessary and appropriate to halt or mitigate any such erosion within any such lot. By acceptance of a deed to the lot, each owner acknowledges that it impliedly grants a license to Developer, its agents or assigns, to enter the lot at any and all reasonable times for purposes of taking such actions. Promptly after receipt of written demand, the lot owner shall reimburse the Developer or other performing parties for all expenses incurred in effecting such actions, including any reasonable attorney's fees incurred in effecting such actions or collecting such costs. Developer shall have lien rights with respect to any such costs not paid by the lot owner within thirty (30) days after written demand.

(c) Drainage of each lot shall conform to the engineered general drainage plans prepared by Developer's engineer, Paul Primavera & Associates, Inc. Under no circumstances shall a drainage ditch be filled, altered or piped without the prior written consent of Developer's engineer. All storm water runoff downspout drain lines and sump pump drain lines shall be directed to the drainage collection ditch shown on the recorded plat of the subdivision and approved by the Developer unless an alternative discharge point is approved in writing by Developer or its engineer.

(d) Surface drainage easements and common areas used for drainage purposes as shown on the recorded plat of the subdivision are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface across which such runoff is intended to flow shall be maintained in any unobstructed condition, with the Floyd County Surveyor, Floyd County Engineer, or other appropriate public authority having jurisdiction over storm water drainage, shall have the right to determine whether or not an inappropriate obstruction exists, and to repair and maintain, or require such repair or maintenance by the affected lot owner, as such authority determines as reasonably necessary to keep such runoff conductors in an unobstructed condition.

(e) The lot owner shall request inspection and approval by Developer of the finish grading on each lot prior to it being seeded or sodded, and the grant or denial of such approval shall be subject to Developer's sole reasonable discretion. Developer shall further have the authority to offset any costs incurred in halting or mitigating erosion control problems on any lot as identified by Developer in its sole discretion.

12. Drainage; Non-Disturbance of Natural Drains.

Drainage of each lot shall conform to the general drainage plans of developer for the development. The course and flow of the existing creek or other natural drains shall not be disturbed, changed or altered in any manner without the prior written consent of the Floyd County Plan Commission, Indiana Department of Natural Resources, and any other governing agency with jurisdiction over such proposed changes.

13. Use of Secondary Structures

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or the Developer, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn, or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

14. Storage of Vehicles

(a) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement or parked to the rear of the improvements located on any lot so that same shall not be visible to the public from any street located in the subdivision, or additions thereto. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or any street. No trailer, boat, truck or other vehicle, except automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(b) No automobile shall be continuously or habitually parked on any street or public right-of-way. For purposes of this paragraph, habitually or continuously parked on any street or public right-of-way shall mean any period in excess of six (6) hours.

(c) It is the intent of the Developer that residents and their guests park their automobiles in their driveways and/or garages.

15. Signs, Fences, House Numbers, and Mail Boxes

(a) All signs, fences and mailboxes will comply with all applicable Floyd County Ordinance regulations. No sign for advertising or any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine (9) square feet. However, the Developer (1) shall have the right to erect larger signs when advertising the subdivision, (2) to place signs on lots designating the lot number, and (3) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulation.

(b) No fence or wall of any nature may be extended toward the front or street side property lines beyond the front or side wall of the residence. Fences shall not exceed six (6) feet in height without the approval of the Developer. All fences shall be of an appropriate material so as not to detract from any dwelling and shall be properly maintained.

(c) All homes shall display a house number in an appropriately placed position and all homes having a mail box shall maintain it in the same state of repair as that of the dwelling and that it shall, if lettered, be lettered in a professional manner or have attached thereto an appropriate name plate.

16. Animals

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in this geographic area may

be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pets.

17. Common Areas.

As evidenced by the acceptance of a deed, contract, or other means of conveyance for a lot in the development, each owner covenants and agrees to pay annually a pro-rata share of the cost of maintenance of the park, walkways, walkway easements, vegetative maintenance areas, landscape buffering, and all other common areas as shown on the recorded plat of the development, or as may subsequently be added at the consent of the Developer and/or the Homeowners' Association, as applicable, in the future (collectively the "Common Areas"). The assessment for the Common Areas shall be made and determined initially by the Developer, and subsequently said assessment determination may be assigned to the Homeowners' Association as contemplated under these covenants and restrictions. Failure to pay the annual assessment by any lot owner shall operate as a lien against that owner's lot, and also subject the owner to suspension of the right and/or privilege to use any of the recreational facilities or other common amenities located in the Common Areas of the development while any such amount remains due and owing. Use of the Common Areas and any recreational facilities therein, is reserved exclusively for the lot owners within the development and their guests. Developer reserves the right, and shall be authorized, to adopt additional rules and regulations pertaining to the access, use, and maintenance of such Common Areas and recreational facilities; provided that a copy of such rules and regulations are provided to each lot owner prior to their taking effect.

18. Nuisances, Disposal of Trash

(a) No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

(b) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, refuse, or other waste.

(c) No rubbish, trash, garbage, refuse, or other waste shall be kept within this subdivision except in neat and sanitary containers. Any incinerator or other equipment for the storage of such materials shall be kept in a clean, neat and sanitary condition and maintained and/or used in accordance with all Federal, State, and local laws or ordinances.

19. Restrictions Run with Land

Unless altered or amended under the provisions of this Paragraph, these Restrictions and Covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time such covenants shall automatically be extended for successive periods of ten

(10) years, unless an agreement in writing changing or releasing said Restrictions and Covenants in whole or part, and signed by the then owners of not less than 51% of said tract by area, exclusive of dedicated roadways, has been recorded in the Recorders Office of Floyd County, Indiana. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation of any of these restrictions, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

20. Enforcement

Enforcement of these restrictions, excepting Paragraph 19, shall be by proceeding at law or in equity, brought by an owner of real property in Vincennes Place subdivision or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration, or to recover damages. In the event that any building construction is done in violation of the plans, specifications or materials approved by the Developer or his assign, then the building contractor and lot owner(s) shall be jointly and severally liable to the Developer or his assign for an enforcement fee of $2,500.00 in addition to injunctive relief, damages, and expenses of litigation, including reasonable attorney's fees. Such fee is payable within thirty (30) days of written notice.

21. Invalidation

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

22. Obligation to Construct or Recovery

Each lot owner shall, within three (3) years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single-family dwelling approved according to Paragraph 2, upon each lot conveyed, provided, that should said construction not commence within the specified period of time, if the lot owner has not complied with all of the restrictions herein or from this time forth does not comply with such restrictions, then the Developer may elect to repurchase any and all lots on which construction has not commenced for 80% of the original purchase price of said lot or lots hereunder, in which event the lot owner shall immediately re-convey and deliver possession of said lot or lots to the Developer by warranty deed. Failure of the Developer to elect to repurchase any lot on which construction has not commenced under the terms of this provision shall not be deemed a waiver of the Developer's right to elect to repurchase in the future any or all of such lots on which construction has not commenced.

23. **Homeowner's Association: Membership and Voting Rights**

(a) Every owner of a lot in Vincennes Place shall be a member of the Vincennes Place Homeowner's Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(b) The Association shall have one class of voting membership: When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any lot. Each vote cast for a lot shall be presumptively valid. But, if such vote is questioned by any member holding any interest in such lot, if any such members are not in agreement, the vote of such lot which is questioned shall not be counted.

(c) Deed to any such lot, whether or not it shall be expressed in such Deed, is deemed covenant to agree to pay the Association an assessment in the initial sum of $100.00 per month, beginning in the year of the first conveyance by the Developer to any person, firm, corporation, or association. Thereafter, the annual assessment shall be due on the 1st day of January of each year after such initial conveyance is made. The annual assessment, together with interest, cost and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property on which such assessment is made. Each assessment together with interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time the assessment was due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the Deed to such lot.

(d) The purpose of the assessments levied by the Association shall be exclusively to promote the recreation, health, safety and welfare of the common areas, including the subdivision entrance or entrances and landscaping islands in the roadway at the entrance(s) and cul-de-sacs. The Association shall also be required to carry liability insurance on the entrance wall and islands and indemnify individual lot owners and the Floyd County Commissioners.

(e) The Association, by vote of the majority of the members of said Association, may increase or decrease the annual assessment.

(f) Effect of nonpayment of assessments; Remedies of the Association: Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided herein.

(g) Subordination of the lien and mortgages: The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that

the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.

(h) Exempt property: All properties dedicated to and accepted by a local public authority and all properties owned by the Developer shall be exempt from the assessment created herein, except no land improvements devoted to dwelling use shall be exempt from said assessments.

(i) The Developer shall call the first meeting of the Association by giving thirty (30) days written notice to all members.

(j) Notice and quorum for any action: Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of the members or of the proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement. A required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. A majority vote of the quorum shall be required to take any action.

(k) Directors and incorporation: The Association may take the action of appointing a Board of Directors to act on behalf of the Association and set forth by-laws to guide the Association and/or its Directors. The Association is an unincorporated entity and has not been incorporated.

24. Reservation by The Developer to Alter or Amend Restrictions and Protective Covenants

The Developer, their successors and assigns, reserve the right to alter or amend these Restrictions and Protective Covenants during the development period of the subdivision.

IN WITNESS WHEREOF, Michael Larner and Julie Larner have subscribed their names this 07 day of September, 2010.

Vincennes Place

Michael Larner

THIS INSTRUMENT PREPARED BY:

Michael Larner

STATE OF INDIANA :
: SS
COUNTY OF Floyd :

Before me, a Notary Public in and for said County and State personally appeared Michael Larner and Julie Larner and acknowledged the execution of the foregoing Restrictions as their free and voluntary act and deed for the uses and purposes expressed therein.

WITNESS my hand and seal, this 7 day of September, 2010

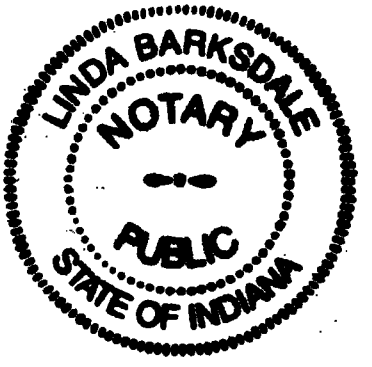
Linda C Barksdale

Notary Public

LINDA BARKSDALE

Printed Name

My Commission Expires 5-23-2013
County of Residence Harrison



I AFFIRM, UNDER THE PENALTIES FOR PERJURY,
THAT I HAVE TAKEN REASONABLE CARE TO REDACT
EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT,
UNLESS REQUIRED BY LAW.
NAME MICHAEL LARNER