

Amended Restrictions Covenants For Odyssey Subdivision Harrison County, Indiana

The undersigned, Dana A. Leffler and Kimberly L. Leffler being the sole owners of all lands and lots of the above named subdivision in Harrison County, Indiana, as recorded in Plat Book No. 4 at pages 99, do hereby publish, declare and impose the following covenants and restriction upon all land within the plat to be applicable to and a covenant running with the lands situated in said subdivision for the mutual benefit of all persons and entities who may now or hereafter have any vested interests, legal or equitable, in any of said land within said subdivision.

1. Residential Purposes Only- No Temporary Residents Or Businesses

No building on any lot of this subdivision shall be used for any purpose except as a single family residence. No dwelling of a temporary nature such as a trailer, tent, shack, basement, garage, or other building shall be used at any time as a residence, either temporarily or permanently.

2. Minimum Square Footage Of Each Dwelling

No dwelling shall be permitted to be built on any lot in this subdivision unless it contains 1700 or more feet for a single story house and 2000 square feet for a one and a half story or a two story house.

All houses shall have a minimum of a two car attached garage.

In computing the square footage of houses, garages, carports, porches, breezeways, basements, attics, patios, stoops, and overhangs shall not be used.

3. Types Of Construction

No trailer, modular, double-wide, prefab, basement, underground, or berm house shall be allowed on any lot in this subdivision. No building shall be constructed on any lot that does not compare favorable in character, design, construction, and materials with other in the subdivision. Buildings shall be suitable to the site and in harmony with the other homes and the surroundings.

All buildings must be approved in writing by the Architectural Control Committee before any construction can begin.

4. Garages

All houses shall have a minimum of a two car attached garage. On any attached garage the overhead entrance door or doors is not to be on the front of the house, but either on the side or the back of the house.

One detached garage may be allowed on some lots if design, materials, and placement are approved in writing by the Architectural Control Committee.

5. Approval Of Plans

Before construction of residence, building, or structure of any-kind can begin on any lot in this subdivision approval in writing from the Architectural Control Committee is required.

Any changes to the original plans or specifications will require another approval in writing from the Architectural Control Committee.

Any reconstruction or additional construction will require approval in writing from the Architectural Control Committee.

6. Architectural Control Committee

The Architectural Control Committee is appointed by the developer and is composed of: Dana Leffler, Kimberly Leffler, Wayne Leffler, William Early.

A majority of the committee may designate a representative to act for it. In the event of death, resignation, or incapacity of any member or members of the committee, the remaining member or members shall have full authority to appoint a successor.

Before beginning the construction of any building, or other structure whatsoever, reconstruction, or altering such structure upon any lot, the persons desiring to erect, construct, or modify the same shall submit to the committee two complete set of plans and specifications for the building or structure as is applicable, including a plot drawing showing the location on said lot.

No structure of any kind, the plans and specifications of which have not received the written approval of the committee and which does not comply fully with such approved plans and specifications, shall be erected or placed upon any lot in this subdivision.

Approval of such plans and specifications shall be evidenced by written endorsement on such plans, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building or structure is contemplated prior to the beginning of such construction.

The committee shall not be responsible for any structural defects in such specification or in a building or structure erected according to such plans and specifications.

The committee shall have final say in all matters pertaining to approval on any and all constructions on all lots.

7. **Approval Of Builders**

All builders must be approved by the Architectural Control Committee in writing before starting work on any lot.

All builders need to be made aware of all requirements and restrictions of this subdivision. This is the lot owner responsibility.

8. **Building Completion**

No building or structure of any kind 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 under no circumstances greater than one year.

9. **Building Lines**

No structure is allowed closer to the road than the front building line as shown on the recorded plat.

No structure is allowed closer to the side lot lines than twenty-five feet.

No structure is allowed closer to the rear lot line than twenty-five feet.

10. **Easements**

Easements and right-of-ways on lots are as recorded on the plat drawings for the purpose of public utilities and the maintenance thereof for such utilities and for water drainage.

No structure of any kind shall be permitted to be erected on such easements and right-of-ways.

11. **Drive-ways And Culverts**

Before construction on any lot shall begin a suitable drive-way with turn-around and culvert if needed must be installed.

Drive-ways shall be of crushed lime-stone and shall be of appropriate size to control the spread of mud,

dirt, and construction debris during construction of building on said lot.

All drive-ways must be solidly paved of concrete or asphalt with in six months after residence is completed and shall be kept in good condition there after.

Lot owner is responsible for any and all damages to roads, road right-of-ways, ditches, and culverts that are a result of carelessness on behalf of any and all contractors or subcontractors working on the owners lot.

Damages shall be paid to the developer or to other lot owners if they are so involved.

12. House Numbers, Mail Boxes, And Signs

All houses shall display a house number in an appropriately placed position.

All mail boxes shall be maintained in the same state of repair as that of the dwelling and if lettered in a professional manner.

No signs of any kind shall be displayed on any lot except one sign not more than five square feet advertising the property for sale or rent, or except advertising signs of builders or suppliers erected during construction and shall be removed at the completion of said construction.

13. Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot.

Household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they shall not exceed two per lot.

No rare pr exotic animals are allowed and absoulty no dangerous animals, this includes but not limited to Canine breeds such as Hybrid Wolves, Pit Bulls, Rottweilers, Doberman Pinchers, Chows, ect.

All animals must be kept on the owners lot at all times. Failure to do so could result in the owner being fined for any and all damages.

14. Fences

No fence at all shall be constructed from the rear line of the housef to the front property line, except ornamental fences not exceeding thirty-six inches in height which are used around or along flower beds and side walks.

No fence of any kind shall be allowed on any lot without approval in writing of the Architectural Control Committee.

15. Landscaping And Gardens

All homes shall be landscaped in a tasteful manner and all yards must be either sodded or seeded and strawed by the end of the construction period and properly maintained there after.

flower and vegetable gardens are allowed provided that they are in a proper location and are not allowed to become unsightly.

16. Septic Systems

All septic systems or other forms of sewage treatment must be installed with the approval of the Harrison County Health Department.

17. L P Fuel Tanks

All fuel tanks must be located behind the front house line and buried below finish grade.

18. Garbage And Refuge Disposal

No trash, garbage, or other refuge shall be kept within this subdivision except in a neat and sanitary

containers.

During construction suitable containers for construction debris must be provided by the lot owner. No burying of trash or debris is allowed.

19. Dusk -To -Dawn Lights

No dusk-to-dawn lights are allowed on any lot in this subdivision, however, motion sensitive security lights, porch lights, and landscape lighting is allowed.

20. Swimming Pools

No above ground swimming pools are allowed on any lot in this subdivision.

In ground swimming pools are allowed provided approval is given in writing from the Architectural Control Committee.

21. Sheds And Out Buildings

No sheds or out buildings are allowed on any lot in this subdivision temporary or permanently, unless it is first approved in writing from the Architectural Control Committee.

22. On Street Parking

No on street parking is allowed in this subdivision.

23. Recreational And Commercial Vehicles

No recreational vehicles or commercial vehicles are allowed to be parked on a regular bases on any lot in this subdivision.

Garage space must be provided by the lot owner on said lot for such vehicles. This includes but not limited to motor homes, trailers, campers, boats, tractors, and commercial vehicles or parts there of.

24. Antennas

No antennas for satellite television larger than three feet in diameter is allowed. All antennas shall be located behind the front line of the house. No large antennas are allowed for amateur radio or any other use.

25. Maintenance Of Lots Upon Which Residences Have Not Been Constructed

The owner of any lot in this subdivision upon which said owner has not constructed a residence in accordance with these restrictions shall be responsible for the mowing of said lot, and grass shall not exceed twelve inched in height.

Should the owner fail to mow said lot after notification by the Architectural Control Committee within a reasonable time, the Architectural Control Committee is hereby authorized by the owner to have the lot mowed and the owner shall pay the charges promptly upon billing either to the committee or to that individual whom the committee shall direct.

26. Port-O-Pots

During construction on any lot the owner of said lot must provide a port-o-pot or similar equipment for the use of trade persons working on his lot.

27. Work On Motor Vehicles

No work on any type of motor vehicle is allowed outside of a garage. No storage of an inoperative motor vehicle or parts thereof allowed outside of a garage on any lot in this subdivision.

28. No Offensive Activity Or Nuisance

No obnoxious or offensive activity of any sort or kind shall be allowed upon any lot which may be a nuisance to the neighborhood.

29. Terms And Amendments

These covenants shall be in full force and effect for a period of ten years from the date they are recorded, after which time they shall be automatically extended for successive periods of five years unless an agreement in writing changing said covenants in whole or in part and signed by the then owners of not less than fifty-one percent of said tract by area, exclusive of dedicated roadways, has been recorded in the office of the Recorder of Harrison County, Indiana.

30. Enforcement

The Architectural Control Committee shall have the right to enforce the breach of any of these covenants and its remedies shall include, but not be limited to, injunctive relief and damages. In the event the Architectural Control Committee is successful in any legal effort to enforce these covenants, then the land owner(s) causing the breach or determined to be in breach shall, in addition to any other damages, also pay the architectural Control Committee expenses include reasonable attorney fees and litigation expenses.