

RESTRICTIONS AND PROTECTIVE COVENANTSFOR FLATROCK ESTATES

Albert Lee Sweeney, Jr. hereinafter called "Developer", being sole owner of all lots in Flatrock Estates, as the same appears of record in the Office of the Recorder of Washington County, Indiana, in Plat Book *Doc# 20064205*, do hereby impose the following Restrictions and Protective Covenants upon each lot within the Plat of Flatrock Estates for the mutual benefit of all persons, firms and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot within such Development, to read as follows:

1. **LAND USE.** No lot shall be use except for residential purposes unless designated for other use on the plat. No residential lot shall have more than one (1) single-family residence erected thereon. No temporary, mobile, modular living facility shall be located and/or used on any residential lot at any time. Any tree removal must be approved by Developers. Lot Number 3 shall not be subject to the dwelling size or construction as set out in Item #3 nor Item #6.

2. **ARCHITECTURAL CONTROL.** All buildings shall receive signed approval by the developer prior to beginning of constructions. Outbuildings must blend aesthetically with the homes and be even or behind the rear wall line of each house. Homes must have masonry, brick or stone of at least 90% total coverage. During construction of home, a dumpster and port-a-let is required. Daily cleanup of site is mandatory.

3. **DWELLING SIZE.** No one-story dwelling shall be permitted with a living area of less than two thousand four hundred (2400) square feet in the main structure exclusive of open porches, patios, balconies, garages, and basements. All homes to have basements. All homes must have a minimum of 10/12 pitch on roofs.

No two-story dwelling shall be permitted with a living area of less than three thousand six hundred (3600) square feet of which not less than two thousand (2000) square feet shall be on the first floor, exclusive of open porches, patios, balconies, garages, and basements.

4. **GARAGES.** Private garages may not exceed 5-car size and may not be built or used prior to house construction. Any detached garage or outbuilding/utility building shall be located behind a line extending perpendicular from said line of lot to front corner of home. On any garage the overhead entrance door(s) is not to be on front of home, but either on side or rear of home. No carports allowed.

5. **DRIVEWAYS.** Driveways shall be black top or concrete, and completed no more than one year after occupancy. Driveways and its elevations must have approval of Developer.

6. **TYPES OF CONSTRUCTION.** No residence or outbuilding shall be constructed on any lot that does not compare favorable in character, design and construction with others on the property and shall be deemed suitable to be on harmony with the other homes and the surroundings.

7. **PARKING.** No boat, trailer, motor home, horse trailer, and the like shall be parked in the driveway or yard in front of the rear wall line of the respective house.

8. **OUTBUILDINGS/UTILITY BUILDING.** Any outbuilding to be considered for approval must meet a minimum of the following requirements: same roof style and pitch as the residence and same exterior materials as the residence. No prefab. No building smaller than 3 car size.

9. **STREETS AND EASEMENTS.** Streets and easements shall be laid out, built and maintained to meet county specifications.

10. **ON-STREET PARKING.** No on-street parking shall be allowed on the property at any time.
11. **CONSTRUCTION PERIOD AND LANDSCAPING.** Within six (6) months from the beginning of construction the said residence must be completed and the site finish graded, weather permitting. Landscaping for each house shall be completed no more than one (1) year after occupancy.
12. **COMMERCIAL VEHICLES.** No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be parked or stored on a permanent basis on any lot on this property.
13. **BUILDING LOCATION.** The building location shall comply with all county specifications and be approved by the Developers.
14. **SUBDIVIDING LOTS.** No lot or lots shall be subdivided by the owner or owners.
15. **LAND NEAR BOUNDARIES AND WATER COURSES.** No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line or any drainage water course. Clean fill may be placed in said area provided that the natural water course is not altered or blocked by such fill.

Easements and right-of-ways are hereby expressly reserved for the construction and maintenance of sewers, drains, pipelines for supplying gas, water, and heat and the erection, construction and maintenance of telephones and electrical lines, poles, wires, conduits and necessary attachments, and for other services and quasi public purposes, roads streets, and the following strips of land: between the building setback line and property line along the front lot lines of each lot; between the rear building line and the property line along the rear lot line of each lot; five (5) feet along each side lot line; and where indicated on the plat by a dotted line ten feet along the rear lot line. The right is reserved to suspend at a reasonable height over any lot, along lot lines or roadway, wires from telephone or electrical power line poles and to trim or cut trees as necessary. The right is reserved to enter upon said easements or right-of-ways for any purpose for which said easements or right-of-ways are reserved provided, however, that the premises shall be left in the same general condition as when entered upon.

Within these easements, no structure, planting, or other materials 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 these improvements for which a public authority or utility company is responsible.

16. **FENCES.** No fence or wall of any nature may be extended from the rear line of the house to the front property line. No chain link fence shall be installed. No fence shall exceed six (6) feet in height. Any antenna, such as receivers, transmitters including satellite dishes shall be erected or placed only behind the house. Any fencing must be approved by the Developers. Antennas, such as receivers or transmitters, including satellite dishes shall be located behind a line extending perpendicular from the rear line of the home.
17. **SEWAGE DISPOSAL.** The sewer disposal systems shall be separate systems for each lot approved by the Washington County Health Department or their representatives or assigns. All costs of each system shall be paid by the lot owner.

18. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, nor any garbage and/or rubbish be buried on such lots. Rubbish, garbage, and other waste shall be kept in sanitary containers concealed from the street until scheduled to be removed from the premises by an authorized garbage and rubbish removal service. All equipment for the storage or disposal of garbage and/or rubbish shall be kept in a clean and sanitary condition at all times. Burning of trash, leaves, or other refuse is prohibited.

19. **VACANT LOTS.** Owners of vacant residential lots shall be required to maintain, at their own expense, their lots in a clean and uncluttered manner. Weeds shall be cut as necessary to preserve a clean appearance. When the owner fails or refuses to maintain said lot, the Developers reserve the right to enter upon such lot and perform such work as necessary and charge the owner the cost of such maintenance.

20. **EROSION OF LOTS.** In the event a lot owner shall fail or take steps to prevent erosion of the soil of his/her lot or lots, the Developers reserve the right to prevent such erosion and collect the costs thereof from the owner. All swales for surface water drainage located along side and rear lot lines shall be preserved and not obstructed. Inspection and maintenance of post construction storm water quality measures shall be performed monthly by a designated member of the Homeowners Association or their assigned agent. This includes but is not limited to monthly inspection of the lakes, the swales/ditches, and permanent riprap areas and individual yards for litter, chemical and petroleum spills, large quantities of pet waste, sediment and roadway residue. Litter and other items that can be easily collected shall be collected by a designated member of the Homeowners Association or their assigned agent. Other cleanup methods may be performed by a hired contractor or the owner of a resident containing pollution. Every effort shall be made to determine the source of the pollution, and the Homeowner's Association shall be entitled to recover the cleanup costs by levying a fine to the known violator or by action of civil suit against a violator.

21. **LOT 21 AND LOT 22.** Lots are not residential lots. Lots are a park area.

22. **LOT 23.** Lot is not a residential lot. Lot is green space only.

23. **LOT 24.** Lot is a commercial lot.

24. **SIGNS, HOUSE NUMBERS AND MAILBOXES.** No billboards, signboards, or signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent; or, except advertising signs of builders material men erected during the course of constructions, and which signs shall be removed immediately after the completion of the construction work. All homes shall display a house number in an appropriately places position and they are maintained in the same state.

25. **MAIL BOXES.** Mailboxes will be furnished by Eagle Sign & Design, Inc. at the perspective lot buyer's cost. There will be an order form attached to the restrictions.

26. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. The keeping of any poultry, hogs, goats, livestock of any nature, nor more than two (2) dogs and/or cats on any lot is strictly prohibited. Dogs and cats must be contained in house, pen, leash, or electric fence.

27. RESTRICTIONS ON USE OF LAKE.
- A. All Lot owners shall have the right to the use of the lakes with access as shown on the plat. This right shall extend to the Lot owners and maximum of 10 guests. A property owner shall at all times be present and shall be responsible for the actions of all guests.
 - B. Each Lot owner shall be responsible for and control the shore line on their lot.
 - C. All Lot owners shall practice good fish management of catch and release, except for occasional limited keeping for consumption only.
 - D. Use of the lake shall be restricted to fishing, boating, and swimming.
 - E. No gasoline powered boats or any other gasoline-powered recreational vehicles shall be allowed on the lake. Boats shall not exceed 12 feet in length and shall be powered by trolling motors only.
28. LP GAS TANKS. All LP Gas tanks must be buried.
29. SWIMMING POOLS. No above ground swimming pools allowed.
30. HORSES. No horse trailers to be stored on property unless in a garage. No horse riding on streets in the Development; only on designated trails as set out in the plat.
31. STABLES. All residents owning horses shall have the right to the use Kaylee Stables, LLC, subject to the monthly fee in effect at the time of use.
32. ENFORCEMENT. These restrictive covenants shall be enforced either in law, by way of seeking damages, or in equity, either by injunction or specific performance. If at any time, either by statutory law passed in State of Indiana, or by an order of Court, one or more of these covenants shall be held illegal or of no force, it will in no way affect the remaining covenants which shall continue in full force and effect.
33. PRIVATE ROADWAYS. The roadways in this development are private and each of the owners herein shall share in the maintenance and upkeep of those roadways.
34. ROADWAYS. Shall be governed by the by-laws of the Homeowner's Association.
35. GATED COMMUNITY. Flatrock Estates will be a gated community.
36. HOMEOWNER'S ASSOCIATION. Annual Homeowner's Association Fees to be paid by each homeowner will be \$1200.00 due on or before January 1 of each year. Entrance way to subdivision, chemicals for lake and restocking of fish and maintenance of all common areas will be maintained and paid by the Homeowner's Association.
37. 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 ten years unless an agreement in writing changing said covenants in whole or in 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 office of the Recorder of Washington County, Indiana.

