

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS,
RESERVATIONS AND PROTECTIVE COVENANTS OF
BELLEVISTA SECTION THREE

The undersigned, BELLEVISTA INCORPORATED, ("Declarant" herein) being the owner of certain real estate more particularly described on sheet C of the Plat of Bellevista Section Three recorded in Cabinet ____, Envelope ____, in the Office of the Recorder of Monroe County, Indiana, (hereinafter "Real Estate"), does hereby lay off, plat and subdivide the Real Estate into lots and streets in accordance with the within Plat. The within Plat shall be known and designated as "BELLEVISTA SECTION THREE", an Addition to the County of Monroe, Indiana.

NOW, THEREFORE, Declarant hereby declares that all of said properties shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and it shall ensure to the benefit of each owner thereof. This Declaration shall repeal, amend, and supercede any and all previous declarations including, but not limited to, those declarations recorded October 14, 1998 at book 254 pages 495-499 and recorded October 26, 1998 at book 254 pages 598-602.

ROADWAYS AND EASEMENTS

Front and side yard setback lines are established as shown on the Plat. Between the setback lines and the right-of-way lines of the adjacent streets, no building or other structure shall be erected or maintained, but can be used for utility purposes.

The strips of ground that are shown on the Plat and marked "Drainage and Utility Easement" or "D. & U.E." are owned by the owners of the lots that they respectively affect subject to the rights of public utilities for the installation and maintenance of water and sewer mains, gas telephone and electric lines, poles, ducts, lines and wires and cable television lines and facilities. Buildings or other structures shall not be erected or maintained in these strips.

The roadways set forth in the Plat are hereby dedicated to the public and are to be maintained by the lot owners, except those roadways that are accepted by the county. No person shall obstruct or cause to be obstructed the roadways or easements set forth in the Plat. Each lot owner shall ensure the drainage easements on their lot and adjacent roadway right-of-way remain unobstructed on their respective lots.

SPECIAL CONSERVANCY EASEMENTS

There are special conservancy and/or drainage easements established for sinkhole and natural drainage way conservancy located on Lots 37-40, 41, 52-56, 58-61, 70, 71, 94, 97-100, 105, 106, 108, and 110 as set forth in the Plat. No structure of any kind, whether temporary or permanent in nature, shall be constructed upon these special easements.

BULDING SITE RESTRICTIONS

All lots in this subdivision are reserved for single-family residential use only. Appropriate auxiliary structures such as gazebos, screened summer houses, greenhouses, swimming pools, etc. may also be built on each lot. No building or any part thereof erected on any lot shall be used for any commercial purpose whatsoever.

No residence shall be occupied prior to completion, and there shall be no temporary living quarters constructed on any lot. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot in this addition shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No lot may be subdivided for the purpose of creating a new lot for residential or commercial purpose. Adjoining properties may be recombined provided that no new lots are thereby created.

No residence, building, structure or fence shall be built on any lot until plans for such residence, building, structure or fence, including a site plan for the location on the lot, have been submitted to the undersigned owner or the designated representative for written architectural approval.

Each lot owner shall be responsible for the maintenance of his or her lot. Both the roadway right-of-way abutting each lot and the lot will be mowed and maintained as may be reasonably required to prevent the unsightly growth of vegetation and weeds.

PHASES AND RESTRICTIONS

In addition to the Real Estate, the undersigned may subdivide or plat other real estate not herein described as additional phases or sections. Any restrictions applicable to any other phases or sections shall be as set forth in any plat or plats or such other real estate or documents related thereto. Restrictions set forth herein shall not be construed to be applicable to any other real estate now or hereafter owned by the undersigned either adjacent to or in the immediate vicinity of the Real Estate in the absence of the express written adoption of said restrictions by the undersigned.

BUILDING SIZE RESTRICTIONS

Single family residence of one story in height shall have a ground floor of not less than 2200 square feet.

Single family residences of more than one story shall have a finished area of not less than 2800 square feet. No split-level and bi-level structures shall be permitted. Building size restrictions may be waived by Declarant.

Every dwelling shall have an attached garage for the off-street parking of a minimum of two automobiles, and every dwelling shall have a driveway parking area for guests' automobiles. All driveways shall be paved and be a minimum of ten (10) feet in width. Except for service deliveries, no parking of automobiles or trucks is permitted in the roadways.

Except on corner lots, the garage shall be located so the doors cannot be seen from the roadway road, unless waived in writing by the undersigned owner or the designated representative.

OTHER RESTRICTIONS

1. The lot owner shall use only wood, stone, stucco, concrete board or dryvet, aluminum, vinyl or brick for the exterior siding of all structures on all elevations visible from any street.
2. During construction of dwellings, the lot owner shall be responsible for supplying a properly sized dumpster and portable restroom facility to adequately serve the contractors and amount of debris and waste produced as a result of construction. Both items are to be temporary, remain for the entire length of construction, and are to be removed within (30) thirty days after completion of the construction of the dwelling.
3. The lot owner where required shall be responsible to construct a four (4) foot wide concrete sidewalk for the entire length of the property adjacent to the public road system. The Roads are to be constructed in accordance to the certified construction plans for the Bellevista Subdivision, Phase II. The pedestrian walks shall be placed eight (8) feet behind the edge of pavement and designated street trees shall be planted in the center of the landscaped area between the walk and edge of pavement at a distance no greater than forty (40) feet apart. The construction of the pedestrian concrete walks shall be in place before the occupancy of the dwelling unit is to be permitted.
4. The owner of each lot agrees not to erect fences of barbed wire or those which are electrically charged or made of steel material. Fences shall not be higher than six (6) feet within eighty (80) feet of the roadway with the exception of swimming pool and tennis court enclosures. No fence may be constructed on the front property line parallel to the roadway nor may side fences extend beyond the front of any dwelling or structure on the lot except decorative wood fences not more than four (4) feet high.
5. No lot shall be sold without a corresponding septic permit from the appropriate servicing sewer corporation or septic field or mound permit from the Monroe County Board of Health.

6. Within thirty (30) days after completion of dwelling (weather permitting) the owner agrees to have the front yard, extending from the front of the house to the roadway, sown in grass seed and to have the front foundation planning installed to cover the foundation of the front and thereafter to maintain shrubbery and lawn.
7. In no event shall the lot owner be permitted to use bottled gas or an oil tank which is required to be above ground. All said tanks are to be located underground.
8. All utility lines between the utility easements or roadways and any structure on the lots, including telephone, electrical and cable television shall be underground unless deemed impractical by the utility company.
9. Houses where the foundation is exposed in excess of one (1) foot above finished grade level shall have said entire exposed foundation veneered with an approved building material on the side visible to any roadway unless waived in writing by the developers.
10. TV antenna and dish locations shall be approved in writing by the undersigned owners or their designated representative. All such installations shall be screened from the roadways by landscaping. Dishes shall be of the mesh type only. No tower TV antennas are permitted.
11. No manufacturing, noxious, illegal or offensive trade or activity shall be carried out upon any lot in the subdivision, or shall anything be done thereon which may be or become an annoyance or nuisance to the other lot owners in the subdivision.
12. The Real Estate shall not be used or maintained as a dumping ground for rubbish. All trash shall be kept in sanitary containers and out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition. No trash shall be burned on the Real Estate. No yard incinerator for the disposal of or burning trash is permitted.
13. No commercial logging activities shall be allowed.
14. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lots except that dogs, cats and other normally recognized household pets may be kept providing that they are not kept, bred or maintained for any commercial purpose.
15. Lot owners shall maintain the ditches and banks along property line(s) adjacent to any street or private road and maintain the culvert pipe under his/her drive clear of mud and debris so as to not impede the flow of

water. The size of such culvert pipes shall be adequate to allow the passage of water without blocking the drainage ditch or causing water to back up or stand. Lot owners shall not impede or interfere with drainage.

16. There shall be a minimum side yard setback of twenty (20) feet between each dwelling unit and the side yard lot line and minimum front yard setback of fifty (50) feet and rear yard setback of thirty-five (35) feet. Sinkhole setbacks shall be as shown on the Plat.

The right to enforce the within provisions, restrictions, and covenants by injunction, together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the lots in this subdivision, their heirs and assigns who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Said provisions shall be in full force and effect until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by a vote of a majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These restrictions and reservations are made for the benefit of any and all persons who may own any lot or lots in the Bellevista Section Three single family residential development, and who shall derive title from or through this undersigned owner, its successors and assigns.

Notwithstanding the foregoing, none of the rights or duties of Declarant may be amended or changed without Declarant's prior written approval. Until two-thirds (2/3) of the lots are sold, this Declaration may be amended by Declarant without the need to seek approval of the lot owners.

Any lot owner as above described shall specifically have the right to prevent or stop the violation of any restriction by injunction or other lawful remedy, to recover any damages resulting from such violation in addition to which they shall be entitled to reasonable attorney's fees incurred in obtaining such injunction or in pursuing any other lawful remedy to prevent or stop such violations.

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under the.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this _____ day of _____, 2006.

BELLEVISTA INCORPORATED

By: _____
John M. Poling, President

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a notary Public in and for said County and State, personally appeared John M. Poling, to me known to be the President of Bellevista Incorporated, who acknowledged execution of the foregoing Covenants and Restrictions of Bellevista Section Two for and on behalf of said Bellevista Incorporated, and who, having been duly sworn, stated that the representation therein contained are true.

WITNESS, my hand and Notarial Seal, this _____ day of _____, 2006

Notary Public

My Commission Expires:

Printed Name

Resident of _____ County

This instrument prepared by:

Steven M. Peters
BYNUM FANYO & ASSOCIATES, INC.
528 N. Walnut Street
Bloomington, Indiana 47404
(812) 332-8030