

Litten Estates Phase III:

Conditions, Restrictions, Reservations, and Protective Covenants:

SW Holdings LLC: DBA – Loren Wood Builders – hereinafter “developer” the owners and developer of the real estate described below, certify that it has laid off, subdivided, and platted said real estate in accordance to the FINAL PLAT. These single family home sites will be named “Litten Estates Phase III”.

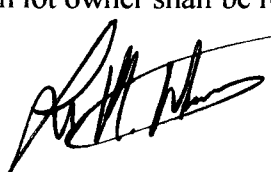
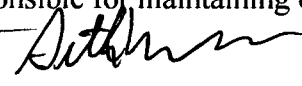
All strips of ground that are shown on the final plat and marked “Easement” are owned by the owners of the lots that the easements respectively affect, these easements are reserved and subject to the rights and use of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines, wire & cable, and vehicle access. Buildings and other structures shall not be erected or maintained within the easements.

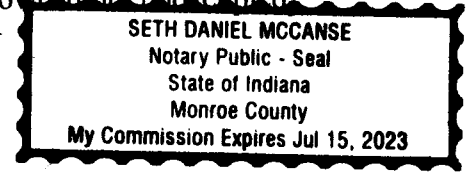
GRANT OF UTILITY EASEMENT:

For valuable consideration, the undersigned landowners (“Grantor”) do hereby permanently grant to Duke Energy Indiana, Inc. and any other provider of utility services, and their respective successors and assigns (“Grantee”), forever, a non-exclusive easement, upon, under and across areas shown on the within plat and designated as “Utility Easements” for the construction, operation, maintenance, repair, relocation, addition to, modification, reconstruction, removal and replacement of any fixture necessary or convenient for the overhead and/or underground transmission and/or distribution of gas, electric, telephone, telecommunications and other utility service to the land of Grantor and to the public (“Facilities”). Grantee shall have the right of ingress and egress over the Utility Easements, and to and from the Utility Easements and public road right of way over the adjoining land of Grantor (using established drives and paved areas when practicable), and also the right to cut down, clear, trim and remove any trees, undergrowth or overhanging branches within the Utility Easements and immediately adjacent thereto. No buildings or other structures shall be built or permitted by Grantor within the Utility Easements, no trees or other woody vegetation shall be planted or permitted by Grantor within the Utility Easements, no obstruction to Grantee’s access shall be placed or permitted by Grantor within the Utility Easements, and no change in the elevation of the surface of the Utility Easements shall be made or permitted by Grantor. To have and to hold said easement forever, which shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. Grantor acknowledges having the full power to grant this easement and will defend the same against all claims.

CONSTRUCTION DEADLINE:

Construction must begin within three (3) years from the date of purchasing the lot. The developer also has the right to extend this deadline upon written request and approval by developer. Each lot owner shall be responsible for maintaining ~~owned but unoccupied~~

 
8/11/15



2015011849 COV RES \$23.00
08/21/2015 01:15:14P 6 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



lot(s) (i.e. mowing, clearing, and cleaning, etc.). Developer reserves the right to charge lot owners a fee of \$100.00 per incident should lots not be maintained within a reasonable period of time. EXAMPLE: Lots with over grown grass @ (8+ inches) will be considered not maintained and subject to \$100.00 mowing fees.

CONSTRUCTION & BUILDING OF HOMES:

All homes will be built by Hearne Custom Homes or Loren Wood Builders, or a division of one of these companies. Lots will not be sold to individuals with the intent to use another builder/contractor or by themselves. We reserve the control and right to build ALL of the homes in Litten Estates Phase III unless a written request is submitted and agreed upon, approved, and signed by the Developer allowing another builder/contractor to build in Phase III.

Gas Service: Phase III homes will feature gas heating service (furnaces). Should a homeowner wish to use an electric heat pump, geo-thermal, or other heating source there will be a \$1,500.00 change of service fee required and paid to the developer prior to construction beginning on their new home.

USAGE:

All lots in these subdivisions are reserved for residential usage only. No building or any part thereof erected on any lot shall be used for any commercial purpose whatsoever. Home office work however, is an approved usage. Appropriate auxiliary structures such as gazebos, screened structures, campfire pits, greenhouses, utility buildings, storage sheds, and detached garages shall be permitted upon submission to and written approval of developer prior to building such structures. Homes and or lot owners must keep their property clear of all debris and trash (including non-running automobiles). Homes and structures must be maintained at all times. Homeowners must repair any damaged or "worn" sections which include but are not limited to; "peeling" exterior paint, unattached or missing siding and guttering, damaged sidewalks, broken doors or windows, damaged roofing, etc. Property owners will be given a 30-day written notice of maintenance issues that must be repaired or legal action could be taken.

SUBDIVISION OF LOTS:

There shall be no subdivision of any lot or lots nor any sale thereof in parcels except a portion of a lot may be sold to an adjoining lot owner or developer if no new lot is created. Multiple lots can be purchased and combined into one home site. For the purpose of these conditions and restrictions, all adjoining lots or parts thereof, owned by one person and used as a single building site shall be considered one lot and the boundaries so established by such common ownership shall be considered the only lot lines for the purpose of these conditions and restrictions.

SIZE OF DWELLING:

The main dwelling must contain a minimum of 1,500 square feet if a single story or 1,800 square feet if more than one story (living area), the first level minimum living space shall be 1,250 square feet for a multi-story home.

Split or Bi-level style homes are only permitted with a written request and approval of house plans by the Developer, prior to any clearing or building begins. Basements, open porches, breezeways, and garages shall not be counted as part of the minimum living area.

ELECTRICAL / COMMUNICATION WIRING:

All dwellings are required to use structured wiring (CAT 5) or EIA570 equivalent wiring. These specifications are used to accommodate and support fiber optic communications which is the future of home communications. This state of the art communications platform will carry the voice, data, and video information to each residence. The developer must review the electrical wiring plans for each home and provide written approval prior to any electrical work beginning.

FOUNDATIONS:

Foundations shall be of poured concrete or concrete block. No wood or timber foundations will be allowed. Every dwelling must have all exposed foundation covered with stone or brick veneer unless you have received written approval from developer for alternate plans.

EXTERIOR FINISHES / SIDING:


All dwellings shall be vinyl, wood, cement, stone, stucco, or brick veneer. House plans must receive written approval by the Developer prior to construction beginning. All building materials must be approved prior to beginning construction.

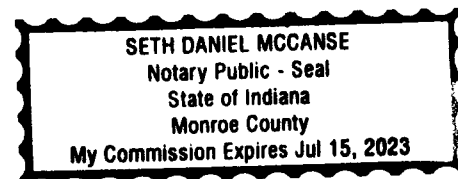
EROSION CONTROL & RESPONSIBILITIES:

Upon beginning any excavation, lot owners assume all responsibility and financial burdens for all erosion control measures pertaining to the construction of their home, garage, barn, and all approved ancillary buildings or structures on their lot. Lot owners and builders must comply with the Monroe County and State of Indiana erosion control rules and regulations throughout the entire construction phase of their residence and / or ancillary buildings. Lot owners assume full erosion control responsibility for their lots upon the closing of the purchase of said lot.

GARAGES & DRIVEWAYS:

Every dwelling is required to have a minimum of a two car attached garage. Additional garages are allowed if the exterior of the garage compliments or matches the primary dwelling. Storage barns / auxiliary buildings are allowed with a written request and developer approval prior to building or placing structures on property. All building plans must be submitted and approved by developer before construction begins. All primary driveways must be paved with asphalt or concrete and a minimum of sixteen (16) feet wide. Secondary drives or parking areas must be located behind primary dwelling and can be constructed of gravel if local rules or ordinances allow such areas. Street parking is not permitted at any time, except during construction or special events and functions, however it must not create a traffic hazard at any time.

 SETH M
8/11/13



No disabled or non-running cars, trucks, trailers, etc are allowed to sit on driveways for longer than 30 days. These non-operating vehicles must be removed and stored elsewhere, not in the Litten Estates subdivision.

CAMPERS, BOATS, RVs ETC.:

Campers, Boats, RVs, Large Trucks, Trailers, etc. must be parked behind the front of the house on a paved or aggregate pad.

SIDEWALKS:

All property (lot) owners are responsible for the construction, maintenance, and repair of all sidewalks located adjacent to said property borders – (front and sides of lots). Corner lot owners are responsible for fronts and sides of their properties and must provide access to the street intersections. Sidewalks must be completed within eighteen (18) months of date of purchase or transfer of ownership – whichever date is earliest.

TEMPORARY STRUCTURES:

No structure of a temporary character – trailers, campers, tents, basement, garage, barn, shack, or other outbuilding shall be used or built on any lot at any time as a residence either temporary or permanently. No building shall be occupied prior to completion, and there shall be no temporary living quarters constructed on any lot.

ANIMALS:

Animals that are kept for household pets are allowed, Dogs, Cats, and normally recognized household pets provided they are not kept, bred, or maintained for commercial purpose. Household pets kept by owners shall not be permitted to run free, or roam at large. All animals or pets, when permitted outside the residence must be under direct control of the owner or responsible person through the use of leash or similar restraint.

FENCES:

Fences shall not be higher than six feet tall or within fifty feet of roadway. No fence shall be permitted beyond the front building line of any dwelling with the exception of decorative fencing used as landscaping and not more than 48 inches high. The owner of each lot shall not erect fences of barbed wire, or fences that are electronically charged. Decorative chain link fences are permitted. Invisible fence type products are permitted for pet restraints.

SWIMMING POOLS:

No above ground pools are permitted without written approval of developer prior to any work beginning. All pools must have a six foot tall protective fence enclosure or an electronic (lockable) safety cover surrounding the pool.

TV TOWERS:

No TV tower antennas are permitted. Satellite dishes shall be no larger than 18-inches in diameter and must be mounted behind the front of the house.

UTILITIES:

All electrical, gas, water, telephone, and cable television or similar connections from the utility lines shall be underground from the street unless deemed impractical in writing by the utility company.

LAWN AND LANDSCAPING:

Within 30 days of completion of the dwelling (weather permitting) the owner shall have the lawn area encompassing the house sown with grass seed or sod and thereafter maintain the lawn.

STREET TREES:

All property owners are responsible for planting a minimum of two trees (minimum of 6'ft. tall) between the sidewalk and street in front of their residences. Property owners must obtain the approved list of trees from the Town of Ellettsville's planning department.

MAINTENANCE OF SIGNS, DITCHES, CULVERTS, AND BANKS:

Any modifications and /or changes to the landscaping must be submitted and approved by the developer prior to work completed. All lot owners will be responsible for maintaining the ditches and banking along the road property lines and for maintaining the culvert pipes under their driveways. These culvert pipes must be clear of mud and debris. The culvert pipe size must be of adequate size to handle the flow of drainage water and not cause water to back up or pool and stand.

PROHIBITED ACTIVITIES:

No manufacturing, noxious, illegal or otherwise offensive activities shall be carried on upon any lot. Nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No commercial business or enterprise can be operated, conducted or built in said development. Home offices are an approved usage.

TRASH REMOVAL:

No lot 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 used for the storage of disposal of such material shall be kept in a clean sanitary condition. No trash shall be burned on any lot with the exception of fallen trees, limbs, and wooden construction materials. No yard incinerators for the disposal or burning of trash are permitted. Recreational fire pits are permitted upon plan submission and approval of developers. Home and or lot owners must keep their property free and clear of all trash, rubbish, mechanically challenged automobiles and equipment. Property owners are responsible for all expenses incurred by the developer for clean-up and removal plus a \$200.00 penalty fee per incident.

NO DAY CARE CENTERS:

No day-care centers of more than three unrelated children allowed in subdivision.

APPROVAL OF BUILDING PLANS:

The only approved builders for Litten Estates Phase III are Hearne Custom Homes, and Loren Wood Builders. No construction shall begin for a building to be erected, placed, altered, or enlarged upon any lot until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity of design, and location of the building with respect to topography and finished grade elevation by the developer or its architectural control representative. All plans must be approved in writing.

ENFORCEMENT:

The right to enforce the within conditions, restrictions, reservations, and protective covenants by injunction, together with the right to cause the removal by due process of law any structure erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the lots of the real estate, their heirs, successors, 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 and such violation or attempted violation. Until developer owns less than 70% of the platted lots in Phase III of Litten Estates developer reserves the right to amend or modify these covenants, restrictions, reservations and protective covenants at any time without notice to or consent by any lot owner. Such provisions shall be in force and effect until August 1, 2035, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then lot owners it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants in whole or in part by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These restrictions, reservations and protective covenants are made for the benefit of the owners of the lots and such owner's heirs, successors and assigns. Any owner as described above 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 together with reasonable attorney's fees incurred in obtaining such injunction or in pursuing any other lawful remedy to prevent or stop such violation.

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

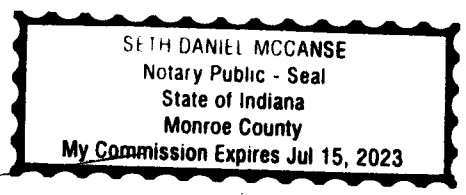
SW Holdings LLC, DBA Loren Wood Builders, the owner & developer of the real estate shown and described herein, does hereby certify, layoff, and plat Phase III Litten Estates into twenty one (21) lots number 25 through 45. Rights-of-way not heretofore dedicated are hereby dedicated to the Town or Ellettsville in Monroe County, Indiana.

SW Holdings LLC, DBA: Loren Wood Builders – Owners & Developers

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Brian L. Hearne
Name

[Handwritten signature]



[Handwritten signature]
8/11/15

This instrument was prepared by *Brian L. Hearne*