

1

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
McHAFFEY WOODS SUBDIVISION**

The undersigned, Apex Properties LTD, LLC, as the owner and Developer of McHaffey Woods Subdivision, hereby declares the following covenants, conditions and restrictions to be binding upon the builders and lot owners of McHaffey Woods Subdivision and hereby reserves and grants the following:

Size of Dwelling. The dwelling must contain a ground floor living area of at least 1,800, square feet for single story dwellings, 1,500 square feet for one and one-half story dwellings, or 1,000 square feet for two story dwellings. The measurement shall be made on the outside of the structure at the foundation exclusive of open porches, breezeways, garages, carport, chimney and eaves.

Use. The Property shall be used exclusively for single-family residential purposes. No commercial building shall be erected, altered, placed or permitted to remain on any portion of the Tract. No business activity or business shall be carried on or conducted from any Residence; provided, however, that home occupations permissible under applicable zoning regulations shall be permitted so long as parking for all vehicles related to such home occupation are confined to the driveway of the Residence. Leasing of a Residence for residential purposes shall not be considered a business or business activity.

Approval of Building plans. No construction, placement or alteration of any building or structure, including auxiliary structures and driveways, shall commence until the building plans and specifications, including materials, colors and plot plan showing the location of such building or structure, have been approved in writing by Apex Properties LTD, LLC within 14 days following receipt of design documentation. The design review will consider, but not be limited to the conformity of size, design and location of the building with respect to topography and finished grade elevation.

Unattached Structures. No structure that is unattached to the residence, such as trailers, basements, tents, shacks, garages, barns, out buildings, or any other unattached structure, shall be constructed upon the Property either temporarily or permanently. No more than one storage shed may be constructed upon the Property provided the shingles and siding are the same colors and materials as the house, respectively; the shed must sit on a concrete pad; the shed must be at least 80 square feet and no more than 120 square feet in size and shall have a pitched roof similar to the house. Any such shed shall be located further from the roadway than is the rear wall of the house. The developer may issue a written waiver and approve the design, location, and construction of one larger out building on certain lots where the size and location of such a structure allow for it to be hidden from view from other home sites, the roadways, and the common area. Lots 8-12 are most suitable for such consideration.

Building Time. One-year shall be the maximum time taken to construct any structure and obtain an occupancy permit. Clearing of trees of less than 10 inch diameter, and

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landscaping work that does not entail grading shall not be considered construction activity.

Foundations. No dwelling units having wooden foundations shall be constructed upon the Property.

Roofs. The roof shall have no less than a 6/12 pitch.

Height. No residence or part of a residence, exclusive of chimney, shall exceed thirty-five (35) feet in height measured from the lowest finished grade level at the front of the Residence's foundation visible from any street to the highest point of the Residence's roof.

Downspouts. All downspouts must be buried and connected to buried drainage pipes extended to the rear of the Property or connected to a common storm water drainage line.

No manufactured home shall be placed on the Property.

No commercial logging shall be allowed on any lots. Any tree removal over 10" in diameter must be approved by the developer.

Prohibited Activities. No manufacturing, noxious, illegal, or offensive activities shall be carried on upon the Property. No activity shall be conducted on the Property which may be or may become an annoyance or a nuisance to the neighborhood in general.

Trash Removal. All trash shall be kept in sanitary containers and out of sight and under cover except on days of trash collection. Trash containers may be placed for pick up after 8:00 o'clock p.m. on the night prior to scheduled trash collection. The Property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material. All equipment and containers for storage or disposal of such material shall be kept in a clean, sanitary and functional condition. No trash shall be burned on the premises, except for construction debris, fallen trees, and trees felled due to construction and as permitted by applicable laws, ordinances and regulations. No yard incinerator for the disposal and burning of trash is permitted.

Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on said lands, except that dogs, cats or other normally recognized household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance or interfere with the use by owners of their lots in an adjacent subdivision. Household pets kept by an owner shall not be permitted to run free or to roam at large at anytime. All animals or pets, when permitted outside the residence, must be under the direct control of the owner or responsible person through the use of a leash or similar restraint.

Subdivision of Lot Prohibited. There shall be no subdivision of the Property nor sale thereof in parcels, except a portion of the Property may be sold to adjoining lot owners if no new lot is created. For the purpose of these conditions and restrictions, all adjoining

lots, or parts thereof, owned 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.

Garages and Driveways Required. The dwelling unit shall have an attached garage for the off-street parking of a minimum of two vehicles and minimum inside width and depth dimensions of 20 feet. The dwelling unit shall have a driveway that shall be a minimum width of 10 feet extending from the road in the front of the lot back to a point at least as far as the closest point of the structure to the street. Driveway shall be paved with either concrete, hot mixed bituminous asphalt material, or brick, and must provide parking for *all* vehicles on said materials.

Parking and Vehicles. No trucks larger than a one-ton pick-up may be parked on any lot. No campers, motor homes or boats shall be stored in any driveway or on any lot, except that a separate hard surfaced area adjacent to the end of the house containing the garage may be provided for such a purpose. No disabled or inoperable vehicles or vehicles not displaying a valid and current license plate shall be kept on any lot for more than three working days while arrangements are being made to have it repaired. No overnight parking of automobiles or trucks is permitted in the streets or private roads. No repair of motor vehicles shall be permitted on the streets located on the Property except inside of a garage. All commercial vehicles must be parked overnight within an enclosed garage.

Fences. Fences may be constructed of coated chain link, wood, vinyl or stone. Barbed wire fences, fences that are electrically charged and fences made of steel material (except coated chain link) are prohibited. Fences shall not be higher than six feet within fifty (50) feet of a roadway with the exception of swimming pool enclosures. No fence may be constructed on the property lines parallel to any roadway, nor may side lot fences extend beyond the front of any house except decorative wood fences not more than forty-eight inches high.

Mail boxes will be purchased by the lot owner from a designated representative of Developer to obtain continuity. This shall include the newspaper delivery box. No metal or wood landscaping structures may be attached to the mailbox post. Mailboxes must stand alone.

Garbage Disposal Required. All dwelling units shall be equipped with a mechanical device for the grinding and disposal of food wastes, i.e., garbage disposals. Such garbage disposal shall be located in the kitchen and connected to the sewer.

Landscaping. Within thirty (30) days after completion of construction the dwelling (weather permitting), the owner agrees to have the yard sown with grass seed and to have landscaping installed in the front of the dwelling facing the street, and thereafter, to maintain the lawn and landscaping. All landscaping shall comply with the design standards established in the Monroe County Zoning Ordinance and the Subdivision Control ordinance for lots in a residential subdivision. Where required by the plat, lot owners shall maintain or plant trees necessary to satisfy street tree requirements in the

front of each lot, and such trees shall be approved as to location, size and species by the Developer.

Siding and Roofing. The exterior of all structures on the Property shall consist only of wood, aluminum, vinyl or fiber cement weatherboarding, stone, stucco, or brick. All siding must run with the grade, no more than 8 inches of exposed block or foundation is permitted. The front of the home may not be sided with vinyl or aluminum. No metal, fiberglass or similar type material awnings or patio covers will be permitted.

Maintenance of Ditches, Culverts, and Banks. The Property owner shall maintain the ditches and banks along property line(s) and adjacent to any street sufficient to allow free flow of drainage without erosion and shall maintain the grounds to be aesthetically pleasing.

Tanks. The installation or maintenance of bottle gas, all tanks, or underground storage tanks on the Property is prohibited with the exception of propane tanks and rain water holding tanks. All tanks must be behind the front of the house and completely hidden from view from the roadways and neighboring lots with landscaping or architectural elements that are aesthetically pleasing.

Underground Utilities. All telephone, data transmission, electrical and cable television or similar connections from the utilities lines shall be underground from the street unless deemed impractical by the company providing the service in writing. As soon as underground installation becomes practical, then such connections shall be placed underground.

Above ground swimming pools. No above ground swimming pools shall be permitted on the Real Estate. The location of swimming pools must be approved in writing by the Developer.

Clotheslines. No exterior clothesline shall be installed on the Property.

Satellite Dishes and Receivers. No satellite dish or receiver shall be placed upon any lot except as approved by the Developer except that approval shall not unreasonably be withheld but shall consider visibility of the satellite dish or receiver from the road and adjacent properties given landscaping or appropriate screening.

Landscaping. The owner of each lot shall install and maintain any landscaping required by applicable subdivision approval or zoning ordinances.

Common Area Usage Guidelines. The use of firearms, hunting and trapping is prohibited. No person shall be allowed to engage in the following activities: motorcycling, four wheeling, go carts, snowmobile, wood cutting, fire building, horseback riding, dumping, or creating temporary or permanent structures. Intoxicated persons may not enter or remain in the common area. Vehicles will be allowed for maintenance purposes only, such as, a tractor for mowing grass or clearing storm

damaged trees. This area will be mowed with funds collected through the homeowner's association fees and will be performed on an as-needed basis.

Homeowners Association. After nine lots are sold and nine residences are built and occupied in McHaffey Woods, the owners of the lots shall form an owners association for McHaffey Woods. Thereafter, upon completion and occupancy of a residence in McHaffey Woods, the owner shall become a member of the owners association. The owners association shall provide for the care, maintenance and cost of any common property or services for the benefit of McHaffey Woods, and may assess lots for an equal share of the expenses. Apex Properties LTD, LLC, shall not be part of the owners association and shall not be assessed association fees or dues.

General. The foregoing covenants, limitations and restrictions are to run with the land.

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

Enforcement. The right to enforce these provisions by injunction together with the right to cause the removal by due process of law of any structure of part thereof or maintained in violation hereof is hereby dedicated to the public and reserved to Apex Properties LTD, LLC and the several owners of the residential lots in the McHaffey Woods subdivision, and to their heirs and assigns. Enforcement shall include the right to recover expenses and attorney fees incurred to enforce these covenants.

Delegation. All rights and powers of Apex Properties LTD, LLC as stated herein may be delegated to a third party by Apex Properties LTD, LLC and such delegation shall be effective only upon the recording of an instrument reciting the delegation in the office of the Recorder of Monroe County, Indiana.

Duration. This Declaration shall be perpetual, run with and bind all the real estate subjected to this Declaration and shall inure to the benefit of and be enforceable by the Developer, its respective successors, assigns, heirs, executors, administrators, and personal representative, with the following exception:

The covenants and restrictions shall have an initial term of forty (40) years from the date this Declaration is recorded in the Office of the Recorder of Monroe County, Indiana. At the end of this period, such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless at least two-thirds (2/3) of all Residence Owners within McHaffey Woods, at the time of the expiration of the initial period or any extension period, shall sign an instrument, or instruments (which may be in counterparts) in which they shall agree to terminate any or all of said covenants and restrictions in any manner as may be provided by law; however, no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Residence Owner in McHaffey Woods at least ninety (90) days in advance of the action taken in authorizing said agreement, and, in any event, any such agreement shall not become

effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement.

Amendment of Declaration. Except as otherwise provided herein amendments to this Declaration shall be proposed and adopted in the following manner:

Notice of the subject matter of the proposed amendment shall be given to each Owner of a Residence. Any proposed amendment to this Declaration must be approved by not less than two-thirds (2/3) of the Residence Owners in the Tract. Each amendment to the Declaration shall be executed by the Residence Owners casting votes in favor of the amendment and shall be recorded in the office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until so recorded.

Notwithstanding the foregoing or anything elsewhere contained in this Declaration, Developer shall have the right acting alone and without the consent or approval of the Owners, Builders or any other person, to amend or supplement this Declaration from time to time if such amendment or supplement is required to: (a) provide utility service to any Lot; (b) bring this Declaration into compliance with any statutory requirements; (c) correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment thereto; or, (d) make any modifications to the Declaration deemed desirable by Developer unless the Owner can affirmatively prove the amendment: substantially harms the Owner's interests, substantially increases the Owner's obligations or substantially impairs the benefits accruing to the Owner.

Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Owner at the last known post office address of the person who appears as Residence Owner in the records of the Monroe County Auditor's Office. Valid notice may also be given to an Owner by (i) personal delivery to any occupant of his Residence over fourteen (14) years of age; or, (ii) by affixing said notice to or sliding same under the front door of his Residence.

Dated this December 4, 2006

Apex Properties LTD, LLC

By: Barry J. Larson
Barry J. Larson

STATE OF INDIANA)
)SS
COUNTY OF Monroe)

Before me, a Notary Public in and for said county and State, personally appeared Barry Larson of Apex Properties LTD, LLC, who acknowledged execution of the foregoing declaration and who having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and Notary Seal this 4th day of December

Mandi R. Eaton
Notary Public

Mandi R. Eaton
Print Name

Residing in Monroe County

My commission expires: 3-21-08



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

Morrie Erickson
Name

This instrument was prepared
by Barry J. Larson