

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**FOR**
CHERRY SPRINGS ESTATES SOUTH

LORI DRAPER RECORDER

FEE: \$27.00 PGS: 8

This DECLARATION OF RESTRICTIONS made this April 1 day of _____, 2014 by Ralph L. Bolinger and Gloria A. Bolinger referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real estate located in Wabash County, Indiana, being more particularly described in Exhibit A attached herein and incorporated by reference herein, now being subdivided into a subdivision to be known as Cherry Springs Estates South and

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and qualities of said land, for the benefit of its future owners;

NOW, THEREFORE, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

Further Subdivision Prohibited

1. Cherry Springs Estates South has been platted into four (4) lots and an access road as shown on a certain survey recorded in Plat Book 2014R432948 in the Office of the Recorder of Wabash County, Indiana, said plat having been prepared by Bunnell Land Surveying, Inc. No lot in Cherry Springs Estates South shall be further divided. Provided further Walter J. Bennett and Megan B. Bennett, as owners of an adjacent property consisting of approximately 3.402 acres, will be granted an opportunity within six (6) months of the approval of said subdivision to become a part of the subdivision and subject to the covenants, conditions, and restrictions contained herein.

Land Use and General Building Type

2. Cherry Springs Estates South shall be and remain a subdivision for single family residential structures only. No more than one residence shall be constructed on each lot. All lots in the subdivision shall be used for residential purposes by the owner or occupant. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single family dwelling as further described herein, and those buildings authorized under these covenants. A resident of a home built on a lot in Cherry Springs Estates South may conduct business activity out of a home office situated in said residence. Other than said home office, all lots

in Cherry Springs Estates South shall be used exclusively for residential purposes by the owner or occupant. Note: Any home business is subject to all applicable zoning regulations. The lot owner is responsible for compliance.

Construction Time

3. All structures shall be completed on their exterior within nine (9) months from the start of construction and must be completed, with site graded, sodded, and seeded, and reasonably landscaped, within two (2) years from the date of commencement of construction. During the period of construction, the premises shall be kept and maintained in a clean, sightly, and orderly manner. All trash or other debris shall be kept picked up and deposited in a covered trash receptacle that shall be kept on the premises for that purpose.

Land Use and Building Type

4. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height. All residences shall have an attached garage large enough to accommodate a minimum of two (2) automobiles, and no more than three (3) automobiles.

Dwelling Cost, Quality, and Size

5. No dwelling shall be erected or constructed on any lot at a cost of less than \$200,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1800 square feet for a one-story dwelling, and shall not exceed 4400 square feet of living space, exclusive of garages, porches, basements, decks, screened in rooms, or any other structures.

All residences shall have a primary roof with a pitch of not less than 6 to 12.

The balance of all structures not covered in brick or stone, shall either be stained cedar or redwood siding, vinyl siding, stucco, or some similar stucco-like material.

No mobile homes, trailers, double-wides, manufactured steel framed homes, residential pole structures, residential cement block structures, portable, movable, or other similar structures shall be placed or constructed in the subdivision at any time for any purpose or use whatsoever. All structures shall be of a permanent nature and if applicable, constructed on a permanent foundation. Provided, however, that there shall be permitted the placement on each lot of a neat, well-kept, storage building. Prior to the erection of any

storage building, the plans or diagrams for same shall be submitted to the association for review. Said storage building must receive approval by the majority of the association prior to construction. Said approval will not be unreasonable withheld.

Building Location

6. (a) No structure shall be located on any lot nearer to the side street line than the minimum building setback lines shown on the recorded plats of Cherry Springs Estates.

(b) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Easements- utilities and drainage

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material 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 drainage easement areas identified as Zone A of the Final Plat, as well as those areas designated with the blue creek lines/drainage lines, and those drainage areas immediately adjacent thereto, shall be maintained continuously by the association, except for those improvements or areas for which a public authority or utility company is responsible. The general maintenance of the existing 30" inch drainage pipe running on Lots 9 and 11 of the subdivision shall be the responsibility of the association.

Nuisances

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No lot shall be used in whole or in part for the storage of rubbish, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nose, ear, or to any other sense, nor shall any substance, thing, or material be kept upon any lot that will emit a foul or obnoxious odor, or that will cause any noise which will or might disturb the peace, quiet, comfort, or serenity of the occupants of other properties. No garbage or rubbish (including leaves, tree limbs, woods, twigs, or other similar organic matter) shall be deposited in any street. Garbage shall not be burned within the subdivision. Yard waste (leaves, tree limbs, woods, twigs, or other similar organic matter) may not be burned within the subdivision. This section is not intended to prohibit the use of a barbecue.

Temporary Structures

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Signs

10. No sign of any character shall be displayed or placed upon any lot in Cherry Springs Estates except a "For Sale" or "For Rent" signs, referring only to the premises on which displayed, and not to exceed two square feet in size and one sign to a property, or a small sign no larger than 1 foot by 2 feet mounted flush on the side of a residence identifying a home office. Notwithstanding this restriction, the Developer may strategically place larger signs near the entrance to the subdivision, identifying the subdivision, and/or for the purpose of marketing lots within the subdivision.

Livestock and Poultry

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept within the boundaries of their owner's lot. No owner shall allow any such animal to become a nuisance or a bother to neighboring property owners. All pets shall be walled, or landscaped, so as to not be visible from the view of neighboring lots or roadways.

Garbage and Refuse Disposal

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. A specified location is provided for the collection of trash and rubbish as designated in the Final Plat. This area will be used by the lot owners in accordance with the reasonable rules and regulations established by the association, and the area will be maintained by the association hereafter.

Water Supply

13. No individual water-supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the State and County boards of health. Approval of such system as installed shall be obtained from such authority.

Sewage Disposal

14. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of local health authority, including the Wabash County Health Department. Approval of such system as installed shall be obtained from such authority.

Drainage- as to developer

15. No developer shall interfere with the drainage areas identified on the Final Plat of Cherry Springs Estates South.

Yard Maintenance

16. No weeds, underbrush, or other unsightly growth shall be permitted at any time to grow or remain on any part of any lot. Grass, shrubs, and other landscaping shall be neatly trimmed at all times. All yards shall be mowed at least once per week during the grass growing season. It is recognized the size of the lots in Cherry Springs Estate South are of a size and character where the acreage is wooded and with heavy vegetation. As long as the lots are maintained in a manner that recognizes and maintains the natural beauty and setting of the acreage, the property owner has complied with this section.

Swimming Pools

17. Installation of swimming pools is subject to the approval of the majority of the members of the association. The purpose of this is to ensure the swimming pool will maintain the value of the property and provide for an installation and maintenance of the pool area generally safe for the subdivision. Provided, however, that this restriction shall not apply to infant, portable, or temporary wading pools containing when filled to capacity, less than thirty (30) gallons of water.

Mailboxes

18. All mailboxes and mailbox support structures shall be uniform throughout Cherry Springs Estates. The developer will provide for the initial mailbox and mailbox support structure. The location of the mailboxes is specified in the final plat of the subdivision. Association members will, forever thereafter, be required to maintain and replace, if necessary, the mailbox and the mailbox support structure.

Stored Motor Vehicles and Equipment

19. No unlicensed motor vehicle may be stored outside on any lot at any time. No licensed motor vehicle that is not complete and fully operational may be stored in the open on any lot more than fifteen (15) days during any calendar year. No gas powered boats, snowmobiles, portable water craft, semis, trailers, dump trucks, or other large trucks,

campers, trailers, tractors, mowers, construction equipment, or any other type of equipment shall be stored in the open on any lot more than fifteen (15) day during any calendar year, except this restriction on equipment shall not apply to construction equipment situated on a lot for a reasonable time while construction activities are in progress.

Geothermal Systems

20. All geothermal systems will be “closed loop” systems. No geothermal systems can be used that allow for the regular discharge of additional waters into the property of the subdivision.

Elevated Tanks

21. No elevated fuel tanks are permitted in the subdivision. This restriction does not apply to LP gas tanks that are situated in a manner that they are screened or landscaped in a manner where the tanks are not visible to other lot owners.

Emergency 911 Signs

22. There will be Emergency 911 signs provided by each lot owner for their address. The maintenance of these signs will continue to be the responsibility of each lot owner.

Snow Removal and Common Drive Maintenance

23. The snow removal and maintenance of the common drive as identified as Bolinger Way and E-3 of the Final Plat shall be the common responsibility of the association. The area identified as E-4 of the Final Plat is identified as use for emergency egress only, and therefore very limited use by the association. It is expected that the association will have extremely limited use and little responsibility for E-4.

Driveway Specifications

24. All lots must have a driveway of at least twelve (12) feet in width constructed of asphalt, concrete, brick, or approved stone and whose connection with Bolinger Way and E-3 complies with the driveway detail. Individual lot owners are responsible for their driveway appropriately joining to the common drive known as Bolinger Way or E-3 as appropriate. The driveway itself will comply with the driveway detail. A driveway detail has been included with this Declaration of Covenants, Conditions and Restrictions and the driveway is incorporated herein and made a part of this declaration by reference.
- . Each lot owner will be responsible for complying with this provision. The association retains authority for the enforcement of this provision.

Term

25. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots sign and record an instrument revoking, altering, or otherwise changing said covenants in whole or in part.

Enforcement

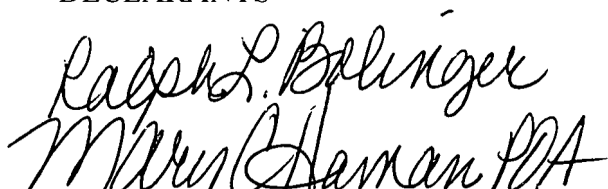
26. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Severability

27. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions the day and year first above written.

DECLARANTS


Ralph L. Bolinger


Gloria A. Bolinger

STATE OF INDIANA)
) SS:
COUNTY OF WABASH)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary Harman who acknowledged the execution of the foregoing instrument this 1st day of April, 2014.

Witness my hand and official seal.

My Commission Expires: _____

Audrey C Lynn (signature)

Audrey C Lynn (printed name)

County of Residence: Wabash

NOTARY PUBLIC
AUDREY C. LYNN
RESIDENT OF WABASH COUNTY
MY COMMISSION EXPIRES APRIL 24, 2016

STATE OF INDIANA)
) SS:
COUNTY OF WABASH)

Before me, the undersigned, a Notary Public in and for said County and State, personally
appeared _____ who acknowledged the execution of the foregoing
instrument this _____ day of April, 2014.

Witness my hand and official seal.

My Commission Expires: _____

_____ (signature)

_____ (printed name)

County of Residence: _____