

## COVENANTS AND RESTRICTIONS

### LAKE HELMERICH SUBDIVISION

#### DUBOIS COUNTY & PIKE COUNTY, INDIANA

Said SUBDIVISION OF LAKE HELMERICH VILLAGE is made subject to the following covenants and restrictions which are hereby imposed upon all land and areas within said SUBDIVISION and which shall operate as covenants and restrictions running with the title to all of said real estate, to-wit:

1. **LAND USE.** All lots shall be used for residential purposes unless designated for other use on said plat. No residential lot shall have more than (1) single family resident erected thereon. No tent or other temporary or mobile living facility shall be used on any residential lot at any time. No lot owner shall erect a residence or any other building for the purpose of realizing rental income therefrom. The first structure to be erected or assembled on any residential lot shall be a residence unless prior approval has been obtained from the Board of Directors.
2. **SUBDIVIDING LOTS.** No residential lot shall be subdivided by the owner or owners for the purpose of creating two (2) or more residential lots.
3. **WATER COURSES.** No natural water or drainage course shall be altered without the prior approval of the ASSOCIATION.
4. **STREETS AND EASEMENTS.** All streets shown on the plat shall remain the property of the LAKE HELMERICH PROPERTY OWNERS' ASSOCIATION, INC. and the use thereof is hereby reserved for the owners of said lots as private ways for the exclusive use, benefit and convenience of the owners, their successors and assigns, it being not intended to make the streets public thoroughfares but to retain exclusive use thereof for the benefit of the owners of the lots as herein provided subject to county road rights-of-way.

Easements and rights-of-way are hereby expressly reserved by the ASSOCIATION for the construction and maintenance of sewers, drains, pipelines for supplying gas, water and heat and the erection, construction and maintenance of TV cable, telephone and electrical lines, poles, wires, conduits and necessary attachments, and for other services and quasi-public purposes, in, on, along, over, through, across or under all parks, parkways, roads, streets and between the building setback line and the property lines along the front, side and rear lot lines.

The right is reserved to suspend at a reasonable height over any lot, along lot lines or over any park or streets, 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 rights-of-way for any purpose for which said easement or rights-of-way 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 maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. The Association shall not be liable to lot owners, their successors or assigns, their families, friends, guests or invitees for injury or damage occurring because of the condition of any street, easement, park or right-of-way.

Developers may at such time as they shall determine, convey, transfer and assign all of said streets, easements and common grounds and rights, referred to in this Section 4, over to said LAKE HELMERICH PROPERTY OWNERS' ASSOCIATION for continued use and subject to all of the provisions and restrictions contained in this section, free of all liens and encumbrances other than those herein referred to.

5. ARCHITECTURAL CONTROL. No building, fence, or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the same have been approved by the ASSOCIATION as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Notice of approval or disapproval shall not be unreasonably withheld by the ASSOCIATION.

The ASSOCIATION reserves the right to make on-site inspection of any or all structures during the construction period. If the construction standards as to size, materials and workmanship are at variance with the approved plans and specifications, the ASSOCIATION may, at their option, halt construction of the structure until the same meets the approved plans and specifications.

6. BUILDING LOCATION. No dwelling or accessory building shall be located on any lot nearer to the lot line than the minimum building setback line shown on the plat or nearer than ten (10) feet to the interior lot line except that attached garages, carports or open porches may extend to within five (5) feet of the interior lot line or unless the Board of Directors approves an easement on the construction.

7. VIEW OBSTRUCTIONS. No fence, wall hedge, tree, shrub or other planting which creates a safety hazard by obstructing the view of traffic shall be permitted between the building setback lines and street property lines.

8. DWELLING SIZE. All dwellings must contain fifteen (1500) square feet in the main building exclusive of one-story open porches, patios, balconies, carports, garages and basements.

9. DWELLING MAINTENANCE. Homes and outbuildings must be kept in a safe & constructively sound manner so as not to detract from the appearance & value of property in Lake Helmerich Village. Porches, balconies, decks, railings & gutters must be kept in good repair.

10. CONSTRUCTION. Within six (6) months from the beginning of construction, the outside shell of an approved residence must be completed and the exterior finished; within twelve (12) months from the

beginning of construction, said residence must be completed and the site graded and reasonably landscaped.

**BOND.** Before any new home is built in the village, cash or a check in the amount of \$2500 must be presented to the office. This money will be used to repair any damage to the roads or infrastructure in the village.

**11. GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, nor may garbage or rubbish be buried on such lots. Rubbish, garbage and other waste shall be kept in sanitary containers concealed from the streets, parks and lakeshore and removed from the premises. All equipment for the storage or disposal of garbage and rubbish shall be kept in a clean and sanitary condition at all times. Burning of trash, leaves or other refuse may be permitted upon the Board's permission. Property owners must call the office before burning. Trash bins are furnished behind the maintenance building for Homeowners only. No lot owner is allowed to bring trash from home and dump in the bins at the village. Homeowners are charged through their assessment a fee for the use of the trash bins. The trash bins are for household trash only. Furniture, appliances, wood, metal, or any items used in remodeling of a home are not permitted in the trash bins. A warning letter will be sent for the first offense of illegal dumping after which a fine of \$100 will be assessed if another offense is committed. A \$100 fine will be assessed on each additional offense. If the fines are not paid, a small claim will be filed in a court of law against the offender.

**12. MAINTENANCE AND SERVICE ASSESSMENT.** The ASSOCIATION shall assess and collect from the owner of each lot an amount not exceeding \$315 per year for each lot and homeowners an amount not exceeding \$800 per year plus \$315 for each additional lot owned, through the year 2019. These fees are assessed for the maintenance without limitations to facilities, roads, lakes, dams, boat docks, parks, security, fire protection and any other equipment and services maintained for the health, welfare and enjoyment of the property owners and their guests within the confines of LAKE HELMERICH VILLAGE.

The maximum amount of annual assessment shall be subject to review and change by the Board of Directors, provided, however, that any increase in such assessment shall have the approval by the vote in person or by proxy of the majority of all votes to be cast by those members of the ASSOCIATION present in person or by proxy at a membership meeting called for this purpose. Written notice of which and proxy statement shall be sent to all members at least fifteen (15) days in advance, and said notice shall set forth the purpose of the meeting.

Such assessments shall be made upon lot owners and purchasers of record on January 1<sup>st</sup> each year and shall be a lien on the lot until fully paid. In the event an owner fails to pay such assessment by April 1<sup>st</sup> of each year, the ASSOCIATION may enforce the lien by foreclosure and may deny the owner and occupants of said lot the right and privilege to use the facilities for which the maintenance and service

assessment is made. The lien of this assessment shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the lot subject to assessment.

13. **EROSION OF LOTS.** In the event a lot owner shall fail to take steps to prevent erosion of the soil of his lot or lots, the ASSOCIATION shall have the right to prevent such erosion and collect the costs hereof from the owner. All swales for surface water drainage located along side and rear lot lines shall be preserved and not obstructed.

14. **VACANT LOTS.** Owners of vacant lots shall be required to maintain at their own expense, their lots in a clean appearance. The caretaker shall mow all vacant, clear and level lots twice per year. The ASSOCIATION shall have the right to enter upon such lot and perform such work as necessary and charge the owner for the cost of maintenance, if necessary.

15. **WATERFRONT LOTS.** Each lot owner adjoining the waterfront shall have the exclusive right to use and enjoy the land lying between his lot line and lakeshore line; provided, however, that the rights hereby granted the lot owner to said waterfront and lakeshore area shall not conflict with and shall be subordinate to the right of the ASSOCIATION to do all things necessary to protect, preserve and maintain the lake and said waterfront and lakeshore area. The owner of each waterfront residential lot shall be required to maintain, at his own expense, a clean and uncluttered waterfront and shoreline. Boat docks must be kept in good condition. In providing such maintenance, the original shoreline shall not be changed by the removal of sand, dirt, gravel or other material of which the shoreline is formed.

16. **PARKING.** No vehicles shall be parked regularly or habitually on any street in this SUBDIVISION and the owner of each lot shall provide adequate off-street parking facilities for the vehicles of all occupants of each residence.

**17. NUISANCES.** No noxious or offensive trade or activity shall be carried out upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. This includes barking dogs, loud music, exhaust pipes of all vehicles etc. No commercial business, trade or activity of any commercial nature shall be carried out upon any residential lot in this SUBDIVISION. The keeping of poultry, cows, hogs, goats, horses or livestock of any nature is strictly prohibited. Dogs must be kept on a leash, tie-out or in a fenced area on the owner's property. Pets are not allowed to run loose in the confines of the village. There is no hunting or the discharging of firearms allowed in the village.

18. SIGNS. Each lot owner may display a marker containing only his residence name and address. No "for sale" sign or signs advertising products, services, professions or facilities shall be displayed on any lot at any time.

19. AMENDMENT OF COVENANTS AND RESTRICTIONS. The ASSOCIATION reserves the right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to change any lot designated as residential to recreational usage after first obtaining the written approval of the adjoining contiguous property owners, and (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained.

20. ADDITIONAL RESTRICTIONS AND COVENANTS. No property owner, without the prior written approval of the ASSOCIATION may impose any additional covenants and restrictions on any part of the land shown in this SUBDIVISION.

21. TERM. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from December 1, 2005, after which time said covenants and restrictions shall automatically extend for an additional period of ten (10) years, unless a vote of the majority of the then owners of the lots, it is agreed to change said covenants and restrictions in whole or in part.

22. ENFORCEMENT AND LIABILITY OF THE LAKE HELMERICH PROPERTY OWNERS' ASSN., INC. Enforcement of the above covenants and restrictions shall be by proceedings at law or in equity against any person either to restrain violation or to recover damages.

No lot owner or owners or persons claiming by, through or under him or them, shall be entitled to sue for or recover damages from the ASSOCIATION for failing to maintain the water in the lakes at any given level, or by reason of or as a result directly or indirectly of the condition of water in the lakes, or the condition of the park areas, easements or roadways.

23. SEVERABILITY. Invalidation of any of the covenants by judgment or court order, or otherwise, shall in no manner affect any of the other provisions which shall remain in full force and effect.