

STIRLEN HILLS RESTRICTIVE COVENANTS

The following covenants, restrictions and easements are hereby imposed and dedicated for the purpose of the protection of all present and future landowners of Lots in Stirlen Hills. The following restrictions are declared to be and operate as perpetual restrictions and covenants running with the title to each lot, and they are to-wit:

SECTION 1. CONSTRUCTION REQUIREMENTS:

- 1.1 All lots in Stirlen Hills Subdivision shall be used, known and described only as residential lots. Each platted lot shall have not more than one residence and related out building.
- 1.2 All buildings constructed or maintained upon any of said lots shall be constructed in such a manner as to comply with the Steuben County Building Department requirements and have the approval of the Steuben County Planning Commission.
- 1.3 No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee.
- 1.4 The initial Architectural Control Committee shall be composed of the developers, Pat Stirlen and Nina Stirlen. In the event the Architectural Control Committee fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval will be deemed to have been given.
- 1.5 The minimum square footage living area for each residence shall be 1200 square feet for a single story and 1000 square feet ground floor for a two story dwelling, exclusive of porches, decks and garages. All dwellings shall have attached garage with the capacity of at least two cars. No mobile or pre-manufactured residence allowed.
- 1.6 All buildings must have a Roof Pitch of 5/12 or greater.
- 1.7 No building, fence, wall, above-ground or in-ground swimming pool, or other structure shall be commenced, erected or maintained upon a lot, nor shall any exterior addition, change, or alteration be made to a structure on a lot until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee in writing as to the structure's harmony of external design and location in relation to surrounding structures and topography in the Subdivision.
- 1.8 All detached outbuildings must be permanent in nature and kept in good repair. All such outbuildings shall conform in style and color as to be complementary to the principal dwelling.
- 1.9 Lot owner shall replace any topsoil removed during construction and all grading shall be done in a manner to prevent erosion and shall not divert runoff to other lots or alter existing drainage patterns. Disturbed soil must be sodded or seeded within sixty (60) days of dwelling completion, weather permitting.

- 1.10 Drainage and Topographical conditions of lot: Due to the topographical conditions of minimum finished grade, properly cut side and rear yard swales and/or underground drainage systems are essential to the Real Estate and are the responsibility of Buyer and his contractors. No construction shall negatively affect the drainage on the Real Estate or any property adjacent thereto. All open ditches and swales and/or underground drainage systems shall conform to the development plans approved by municipal authorities. Following the closing, Seller will have no responsibility for correcting surface water drainage problems on the Real Estate, and Buyer agrees to indemnify and hold Seller harmless from any liabilities, costs and expenses of every kind and nature rising from the failure of Buyer or his contractors to conform to approved drainage plans. The agreements of Buyer set forth in this paragraph shall survive the closing.
- 1.11 Compliance with the Soil Erosion Control Plan: The Seller has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5, Storm Water Run-Off Associated with Construction Activity. Buyer (herein after referred to as Buyer) is responsible for obtaining a copy of said plan from the Seller and agrees to take all erosion control measures contained therein as the plan applies to "land disturbing activity" undertaken by Buyer or Buyer's subcontractors and agrees to comply with the terms of the Seller's general permit under Rule 5 as well as other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control In Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources. The Buyers shall indemnify and hold Seller harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Buyer, Buyer's employees, agents or subcontractors which is not in compliance with the erosion control plan implemented by the Seller.
- 1.12 All driveways shall be Concrete or Asphalt, and shall be at least 12 feet in width with a minimum 12 inch culvert if required.
- 1.13 Utility installations (service lines, electric, phone, LP Gas, etc.) shall be installed underground to the residence. No above ground poles, wires, tanks, etc. shall be permitted on any lot other than a temporary construction service which will be allowed for a maximum of 90 days without the written permission of the Architectural Control Committee. Easements are reserved as shown on the Secondary Plat for the use of public utility companies for the installation and maintenance of poles, wires, lines and ducts, and for drainage facilities. Said easements are subject at all times to use by the proper authorities. No permanent structure or other structures are to be erected on said easements by the owners of such lots and such owners shall take their title subject to such easements.
- 1.14 Surface drainage easements for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the real estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor (or proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

- 1.15 No signs of any kind shall be displayed to the public view on any lot exception one sign of not more than five (5) feet square advertising the property for sale or used by builders to advertise the property during construction and sale, but such sign shall not be displayed more than six (6) months in any one period of time. The developers shall be allowed to erect one subdivision advertising sign at a location of their choice, which sign shall not be considered a violation of these restrictions.
- 1.16 Until such time as public or community sewage disposal plant and water supply is available to the lots, all installation of wells and septic systems shall conform to the requirements of the Steuben County Health Department.
- 1.17 No clotheslines or clothes poles, Television or Radio towers or dishes or any other free standing, semi-permanent or permanent poles, rigs or devices, regardless of purpose, with the exception of a flag pole displaying the United States flag, may be constructed, erected or located or used on a lot without written permission for the Architectural Control Committee.

SECTION 2. GENERAL REQUIREMENTS:

- 2.1 No lot shall be used at any time for temporary residence nor shall any temporary residential structure or abode of any kind be permitted at any time on any lot for residential purposes. This restriction is intended to prevent living in a mobile home, trailer, garage, or any other kind of vehicle, structure, or building except a permanent residence. However, this restriction does not prevent lot owners from owning and parking camper trailers on their lot if said trailers or camper units are parked so that they are at least behind the front line of the house constructed on any given lot.
- 2.2 If any lot owner shall rent their home, the owner will be directly responsible for all upkeep and maintenance of property to comply with Stirlen Hills restrictions.
- 2.3 No noxious or offensive activity shall be carried on upon any lot in the subdivision nor anything be done there which may become an annoyance or nuisance to the residents in the Subdivision.
- 2.4 No animals except household pets may be kept on the owner's lot in Stirlen Hills. Household pets must be kept on the owner's property at all times and shall not become a nuisance. No animals, poultry or livestock of any kind shall be raised, bred, or kept on any lot, except that one (1) dog and one (1) cat, or combination of not more than two (2) total (two cats or two dogs) may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
- 2.5 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. All open burning is prohibited, except for attended campfires and burning of yard leaves using safe procedures and good common sense.
- 2.6 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a lot.
- 2.7 All lot owners in the subdivision shall maintain their lots in a sitely condition and shall at all times keep their lots mowed to a height of no more than eight (8) inches.
- 2.8 There shall not be maintained (Parked) on any lot any non-licensed vehicles except within an enclosed building.

2.9 Owners of said lots and their successors in title are on notice and understand that this subdivision is in a predominately agricultural area and that farming operations, including livestock operations, will be practiced in the area of this subdivision. With this understanding, all owners of the lots in this subdivision forego their right to bring claims against any farmer in the area who is practicing normal, reasonable and necessary farming and livestock operations.

2.10 Utility easements dedicated on the face of this plat shall be kept free of any permanent structure. The removal of, or damage to, any obstruction within said easement by a utility company shall in no way obligate said utility company in damages or to provide restoration in any form.