

**Declaration of Restrictive Covenants for
Haines Lexington Landing – Quail Island**

H & S Partners, LLP (“Developer”) to all future owners of the real estate described on the attached Exhibit A.

WITNESSETH:

WHEREAS, the Developer is the owner of the Lots (as defined on the attached Exhibit A) and Undeveloped Area (as defined on the attached Exhibit A) and desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of the Lots and Undeveloped Area.

NOW, THEREFORE, there are hereby declared, created, and established for and upon the Lots and Undeveloped Area the following restrictive covenants, easements, reservations and requirements contained in this Declaration.

All Lots and the Undeveloped Area shall be subject to and impressed with the covenants, agreements, easements, restrictions and limitations hereinafter set forth; and they shall be considered a part of the conveyance of any Lot or any part of the Undeveloped Area. The provisions herein are for the mutual protection of the owners, present and future, of any and all Lots, the Undeveloped Area and the Excluded Lots (as defined on the attached Exhibit A); and they shall inure to the benefit of and be enforceable by the Developer, any and all owners of any Lots or the Undeveloped Area, any and all owners of the Excluded Lots and each of their respective heirs, successors, grantees and assigns. The Developer, any and all owners of any Lots or the Undeveloped Area, any and all owners of the Excluded Lots and each of their respective heirs, successors, grantees and assigns shall be entitled to injunctive relief against any violation of the provisions hereof and also damages for injuries resulting from any violation hereof; but there shall be no right of reversion resulting from such violation. The restrictions and limitations imposed are as follows:

1. LAND USE AND BUILDING TYPE.

A. No dwelling shall be erected, placed, altered or permitted to remain on any Lot or any part of the Undeveloped Area other than one, single-family dwelling unit built on site. Each dwelling must be “stick built” on site. No dwelling shall have a corrugated metal roof. All Lots, all parts of the Undeveloped Area and all dwellings and improvements located thereon shall at all times comply with all applicable federal, state and local laws, rules, regulations and ordinances, including but not limited to zoning ordinances and erosion control rules.

B. No Lot nor any part of the Undeveloped Area shall be used for any purpose other than as a single-family residence.

C. All Lots and all parts of the Undeveloped Area shall be well maintained, free of trash, garbage and refuse, and regularly mowed at all times, whether vacant or improved.

D. No wood utility poles shall be erected on any Lot or any part of the

Undeveloped Area for any purpose including installation of lights, placement of radio, short-wave or television antennae, or the installation of a basketball backboard or any other purpose. Basketball hoops or backboards shall not be attached to any structure other than a metal post designed for that purpose and placed in an appropriate location.

E. Each owner of a Lot or any part of the Undeveloped Area must maintain the drainage system installed on such owner's Lot or portion of the Undeveloped Area. No grading, planting, sodding, or surface covering shall be applied to the area between a front lot line and the outer edge of the street surfacing which in any manner reduces or impedes the storm drainage effectiveness (to such owner's or such owner's neighbor's property) of elevations and inclines in such street as originally established by the Developer on the Plat (as defined in the attached Exhibit A). Persons altering the drainage effectiveness of the system shall be held personally liable for damages resulting from such alterations. The owners of the affected Lot or portion of the Undeveloped Area and any applicable governmental authority shall have the right to maintain the drainage system, at the expense of the owner of all property whose owner has altered or failed to maintain such drainage system. This restriction also applies to all drainage systems which are shown on the Plat.

F. No exposed fuel tanks shall be installed on any Lot or any portion of the Undeveloped Area.

2. DWELLING SIZE AND RESTRICTIONS.

A. For Lots 1, 2 and 3, the minimum square footage of a dwelling (excluding the garage and basement) shall be 2500 square feet. The dwelling on Lots 1, 2 or 3 shall have an attached at least three (3) car garage and shall be one hundred percent (100%) stone, brick, masonry or stucco exterior.

B. For Lots 4, 6, 8, 10, 12, 14, 16, 18, 20 and 22, the minimum square footage of a dwelling (excluding the garage and basement) shall be 1700 square feet. The dwelling on Lots 4, 6, 8, 10, 12, 14, 16, 18, 20 or 22 shall have an attached at least two (2) car garage and shall be at least thirty percent (30%) stone, brick, masonry or stucco exterior on the front side of the dwelling.

C. For any dwelling located on any portion of the Undeveloped Area, the minimum square footage of the first floor of the dwelling (excluding the garage and basement) shall be 1500 square feet. Any dwelling located on any portion of the Undeveloped Area shall have an attached at least two (2) car garage.

D. All dwellings and related improvements must be built in accordance with local building codes. The construction of all such dwelling and improvements must be completed within one hundred eighty (180) days after construction commences and be built in a professional manner.

3. BUILDING LOCATION. All dwellings and improvements shall be located on the respective Lot in compliance with all requirements of the Plat and shall not encroach on any easement noted on the Plat and shall be located on the respective Lot in compliance with all setback lines noted on the Plat or as otherwise required by local ordinances.

4. **EASEMENTS.** No permanent structures shall be erected or maintained upon any strips of land noted as easements in the Plat. All utility services including, but not limited to electric, gas, and telephone shall be located underground.

5. **FENCING.** No fences, except decorative fence of a maximum height of two feet six inches (2'6") will be permitted in front of the rear building line of the principal dwelling on any Lot or any portion of the Undeveloped Area. Rear yard fencing may be decorative or vinyl constructed and may have a maximum height of six feet (6'). Use of chain link or wire fences is specifically prohibited. All fences or hedges shall be properly maintained by the owner.

6. **LANDSCAPING.** Basic landscaping of each Lot or any portion of the Undeveloped Area, such as seeding of lawns, planting shrubs shall be completed within 45 days after construction of the residence is completed, weather permitting. Completion of construction during late fall or winter shall extend the landscape completion time to the first of the following July. Shrubbery may not be planted where it will obstruct the view of the driver of a motor vehicle exiting a driveway into a street. Sufficient space between the property lines and shrubbery plantings shall be allowed to avoid growth of the shrubbery across lot lines. No plantings which may create a screen hedge shall be permitted between the edge of the street and the back side of the house and attached garage. All Lots and all portions of the Undeveloped Area shall be mowed, trimmed and free of debris at all time, whether vacant or not.

7. **NUISANCES.** No offensive, illegal or obnoxious activity shall be carried on upon any Lot or any portion of the Undeveloped Area, nor shall anything be done thereon which may become a general nuisance in the neighborhood. No lot shall be used for storage of old lumber, scrap metal, inoperable cars or vehicles, excessive firewood, material or debris. No burning, whether indoors or outdoors, of trash, garbage, yard waste, construction material or the like shall be permitted.

8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, shack, garage or other outbuilding shall be located on any Lot or any portion of the Undeveloped Area at any time. Motor homes, recreational vehicles, trailers, campers and boats shall not be parked overnight or otherwise stored on any Lot, any portion of the Undeveloped Area nor any street.

10. **POOLS.** Above-ground swimming pools are not permitted on any Lot or any portion of the Undeveloped Area.

11. **DETACHED ACCESSORY BUILDINGS.** Detached storage structures, such as lawn or garden sheds, are not permitted on any Lot or any portion of the Undeveloped Area except for pool houses for in-ground swimming pools.

12. **AUTOMOBILES AND OTHER VEHICLES.** All cars and other vehicles must be licensed and street legal. Any such automobiles and related equipment not in use and not licensed are not permitted to be parked on any Lot or any portion of the Undeveloped Area other than in a completely enclosed building. No cars or other vehicles shall be parked in any street overnight.

13. LIVESTOCK, POULTRY AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner. All personal pets shall be confined to the owner's Lot, portion of the Undeveloped Area or be on a leash when walking. All waste produced by the pets shall be picked up and disposed of properly.

14. GARBAGE AND REFUSE DISPOSAL. No Lot or any portion of the Undeveloped Area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, garbage, and other waste shall be kept only in sanitary containers, and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The term waste shall include but not be limited to all discarded household furniture, appliances, building materials, tools, toys, automotive and other mechanical parts. Exterior storage of such items is specifically prohibited. Firewood for wood burning stoves, fireplaces, and campfires that is stored outdoors shall be neatly stacked.

15. UTILITIES AND ANTENNAS. All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible. Satellite dishes not to exceed two feet (2') in diameter will be allowed. The dish is to be mounted on the rear of the house and located so that it is visually concealed from the street. In cases where a line of site cannot be obtained from the back of the main residence, a pole may be mounted to the either side of the residence within five feet (5') from the rear. All satellite wiring must be professionally installed and grounded to incoming electrical utilities. Excessive wiring is to be avoided.

16. AMENDMENT OF COVENANTS. This Declaration may be amended by the approval of at least 75% of all the Lot owners and owners of the Undeveloped Area and at least 80% of the owners of the Excluded Lots.

17. DURATION OF COVENANTS. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until fifteen (15) years after the date these covenants and restrictions are recorded at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years each, unless by a vote of the approval of at least 75% of all the Lot owners and owners of the Undeveloped Area and at least 80% of the owners of the Excluded Lots, it is agreed to change such covenants or restrictions in whole or in part or to remove these covenants and restrictions from the Lots and Undeveloped Area.

18. SEPARABILITY OF COVENANTS. Invalidation of any one of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these restrictions shall remain in full force and effect.

19. ENFORCEMENT OF COVENANTS. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any

structure, is hereby vested in the Developer, any and all owners of any Lots, any and all owners of any portion of the Undeveloped Area, any and all owners of the Excluded Lots and each of their respective heirs, successors, grantees and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer or any other person or persons vested with the title to any of the Lots or Excluded Lots or any portion of the Undeveloped Area, and each of their respective heirs, successors, grantees and assigns to proceed either in law or in equity, against such person or persons, violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that any of the Developer, any and all owners of any Lots or the Undeveloped Area, any and all owners of the Excluded Lots and each of their respective heirs, successors, grantees and assigns should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorney's fees, shall be paid by the owner of such Lot or Lots or Undeveloped Area against whom such enforcement action is brought upon, and the Developer, any owner of any Lots or the Undeveloped Area, any owner of the Excluded Lots and each of their respective heirs, successors, grantees and assigns, as the case may be shall have a lien upon such Lot or Lots or portion of the Undeveloped Area to secure such Lot or such portion of Undeveloped Area owner's payment of all such costs, which lien shall be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Failure by any party to enforce any covenant or restriction or agreement contained herein shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. None of the Developer, any owner of any Lot or the Undeveloped Area, any owner of the Excluded Lots and each of their respective heirs, successors, grantees and assigns shall be liable to take civil action against any person violating or attempting to violate any of the covenants or restrictions listed herein.

IN WITNESS WHEREOF, the foregoing instrument was executed this ____ day of July, 2019.

H & S Partners, LLP

By: _____

By: _____

Its: Partners

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared, _____, as a Partner of H & S Partners, LLP, and acknowledged the execution of the foregoing Declaration of Reservations and Restrictive Covenants for Haines Lexington Landing -- Quail Island.

WITNESS my hand and Notarial seal this ____ day of July, 2019.

Residing in _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared, _____, as a Partner of H & S Partners, LLP, and acknowledged the execution of the foregoing Declaration of Reservations and Restrictive Covenants for Haines Lexington Landing -- Quail Island.

WITNESS my hand and Notarial seal this ____ day of July, 2019.

Residing in _____ County, IN

My Commission Expires:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. J. Charles Zercher

This instrument prepared by the law office of Kindig & Sloat, PC, by J. Charles Zercher, P.O. Box 31, Nappanee, Indiana 46550-0031.

Exhibit A

Real Estate

Lots

Lots 1, 2, 3, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 in Haines Lexington Landing – Quail Island (“Plat”) as recorded in Plat Volume 25, page 8, Document No. 98-040127, in the records of the Office of the Recorder of Elkhart County, Indiana on December 9, 1998 (individually, “Lot” and collectively, “Lots”).

Undeveloped Area

And the following described real estate located on Quail Island but not platted by Haines Lexington Landing – Quail Island (“Undeveloped Area”):

Insert legal description

Excluded Lots

Lots 5, 7, 9, 11, 13, 15, 19, 21, 25, 27 and 29 are specifically excluded from the restrictions and covenants of this Declaration (collectively, “Excluded Lots”); provided, however, the owner of each Excluded Lot shall have the benefits referenced in this Declaration, including, but not limited to, enforcing the terms of this Declaration.