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POSEY COUNTY RECORDER, IN  
200903721

**CONDITIONS, RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS  
AFFECTING TITLE TO ALL LOTS AND ACREAGE  
SHOWN ON THE PLAT OF  
FOX RIDGE EXEMPT DIVISION AND FOX RIDGE II EXEMPT DIVISION**

The undersigned, Joseph L Goebel and Betty K Goebel of Posey County, IN (hereinafter referred to as "Developer") does hereby make and adopt the following covenants, conditions, restrictions and reservations for the benefit, use and occupancy of the lots and lands comprising Fox Ridge Exempt Division and Fox Ridge II Exempt Division, being part of the Southwest Quarter of Section 1, Township 7 South Range 12 West and Part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 7 South, Range 12 West of the 2<sup>nd</sup> P.M. Lying in Marrs Township, Posey County, IN. recorded on August 6, 2008 As Fox Ridge Exempt Division as Instrument No. 200803413 and recorded on August 26, 2008 Fox Ridge II Exempt Division as Instrument No. 200803668 in the Office of the Recorder of Posey County, Indiana and other Real Estate shown in the Exempt Division(s) (hereinafter collectively referred to as "Fox Ridge and Fox Ridge II ") which reservations are for the benefit and occupancy of the lots and lands comprising Fox Ridge and Fox Ridge II which covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all owners of the lots and lands in Fox Ridge and Fox Ridge II in the manner and to the extent as set forth, to-wit:

1. TYPE OF PERMITTED STRUCTURES. Except as hereinafter provided, no structure shall be erected, altered, placed, or permitted to remain on any lot in the Subdivision other than one single-family dwelling not to exceed 2 ½ stories (exclusive of basement) in height, which structure shall;
  1. include an attached garage for not less than 2 or more than 3 cars;
  2. contain a finished ground-floor living area (exclusive of porch and garage) of not less than 1,600 square feet for a 1-story dwelling and not less than 1,000 square feet per story for a 2-story dwelling;
  3. contain a total finished living area (exclusive of porch and garage) of not less than 1750 square feet for a 1½ story dwelling;
  4. contain a main level finished living area (exclusive of porch and garage) of not less than 1600 square feet for a bi-level dwelling;
  5. contain total finished living area (exclusive of porch and garage) not less than 1600 square feet on upper two levels for a tri-level dwelling;
  6. have no less than 85% of the exterior covered by brick for a 1-story dwelling, bi-level or tri-level homes.
  7. have brick covering on at least all visible exterior foundation and chimneys for a 1 ½ story dwelling or 2-story dwelling.
  8. have a concrete driveway from the street to the garage attached to the dwelling.

No structure of a temporary character, trailer, mobile home, double-wide mobile home, modular home, basement, tent, or shack of any kind or character shall be erected or placed on any lot in the Subdivision or used at any time as a residence, either temporarily or permanently, and no structure shall be moved onto any lot (meaning that all structures must be newly erected.)

2. OUTBUILDINGS A detached garage, barn, or other outbuilding may be constructed upon a lot in the Subdivision, provided that so long as the Subdivision Developer continues to own one or more lots in the Subdivision, the building plans, specifications, and plot plan must be pre-approved in writing by the Subdivision Developer pursuant to the provisions set forth in the immediately succeeding paragraph 3 of these Restrictions. Any such garage, barn, or other outbuilding may not be constructed within 75' of the center of The Road unless approved otherwise in writing by the Subdivision Developer as part of section 3 of this document.
3. ARCHITECTURAL CONTROL BY DEVELOPER. So long as the Subdivision Developer continues to own one or more lots in the Subdivision, no dwelling, detached garage, barn, or other outbuilding shall be commenced, erected, or placed on any lot until the building plans shall have been submitted to and approved in writing by the

Subdivision Developer.

The Subdivision Developer shall have the right to refuse or approve any such plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in so passing upon such plans, the Subdivision Developer shall have the right to take into consideration the materials to be used for the external finish of the proposed structure, the ultimate aesthetic appearance of the Subdivision, and the harmony of the external design of the proposed structure with existing structures and other planned structures in the Subdivision.

4. SEWAGE DISPOSAL. Unless and until such time as an approved sanitary sewer system is available, the owner of any dwelling constructed on any lot in the Subdivision must install and maintain a proper sanitary sewage disposal system to service each dwelling. The Subdivision Developer shall have no responsibility whatsoever respecting the disposal of sewage or the installation of a sanitary sewage disposal system of any kind or nature. The owner of any lot must obtain approval of any proposed sanitary sewage disposal system from the governmental authority of agency having jurisdiction prior to installing the sanitary sewage disposal system. All expenses connected with the installation of any sanitary sewage disposal system, including any required tests shall be the responsibility of the owner of the lot upon which such sanitary sewage disposal system is to be installed. The Subdivision Developer represents that the Subdivision Developer had a soils analysis performed by a certified professional agronomist/soil scientist on each lot in connection with the platting and approval of the Subdivision by the Posey County Area Plan Commission, and that a copy of such soil analysis is on file with the Posey County Health Department. HOWEVER, THE SUBDIVISION DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PERFORMANCE OF ANY TYPE OF SANITARY SEWAGE DISPOSAL SYSTEM BECAUSE OF VARIABLES BEYOND THE CONTROL OF THE SUBDIVISION DEVELOPER.
5. NO JUNK OR DISABLED VEHICLES. No junk, disabled or unused motor vehicles, whether licensed or unlicensed, shall be kept upon any portion of the real estate comprising Fox Ridge and Fox Ridge II for a period of in excess of fifteen (15) days.
6. ANIMALS. Animals and poultry must be confined by fencing, leash, or otherwise confined to the real estate owned by the owner of the animals. Outdoor facilities for any animals and poultry shall be maintained in a neat and clean condition, and the permitted animals and poultry kept on the real estate shall be limited to a reasonable number consistent with residential and recreational uses (including stable for boarding, training, and riding horses), and consistent with raising of farm animals and poultry as a hobby, or for exhibition purposes, or to supply food for consumption by the owner of the lot or parcel and for the owner's family but not for consumption by third parties, and not as a commercial feed lot. No pigs, hogs or swine may be kept within Fox Ridge or Fox Ridge II.
7. BINDING EFFECT Each and all of the covenants, reservations, conditions and restrictions herein contained shall be deemed covenants running with the title to the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of the recording of this indenture, after which time said covenant shall be automatically extended for successive periods of ten (10) years unless an instrument executed by a majority of the then owners of the lots in Fox Ridge or Fox Ridge II has been recorded in the Office of the Recorder of Posey County, Indiana agreeing to change, modify or eliminate said covenants and restrictions in whole or in part. In determining a majority of said owners, each owner of a lot shall be entitled to one (1) vote. Notwithstanding anything contained herein to the contrary, the conditions, restrictions, reservations and covenants contained herein may be amended or waived at any time upon the written agreement of all owners of any parcel of real estate in Fox Ridge and Fox Ridge II entitled to vote and such amendments or waivers shall be signed and acknowledged by such owners and placed of record in the Recorder's Office of Posey County, Indiana.



**REFERENCE:**

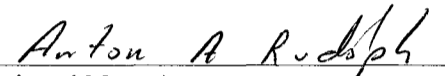
Fox Ridge Exempt Subdivision Plat August 6, 2008 as Instrument No. 200803413, in the Office of the Recorder of Posey County, Indiana

Fox Ridge II Exempt Divisio Plat August 26, 2008 as Instrument No. 200803668, in the Office of the Recorder of Posey County, Indiana

This instrument was prepared by Joe Goebel.

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

  
(Signature)

  
(Printed Name)