

## RESTRICTIONS AND PROTECTIVE COVENANTS FOR THE WHISPERING WINDS SUBDIVISION

This Indenture Witnesseth, that Al and Sandi Oliver, does hereby subdivide into lots and tracts certain real estate as shown on the attached plat and hereby now declare these restrictions and protective covenants to be apart of said subdivision to be known as Whispering Winds Subdivision. # 2001007447

recorded 10-10-2001

1. The residential area covenants hereinafter set forth shall in their entirety apply to the entire area herein platted.
2. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height, a private attached garage for no more than three vehicles, except by review and approval of developer or subdivision board, and one detached building not to exceed one and one half story and no larger than 20 feet by 20 feet for storage. Accessory structures such as, awnings, storage barns, etc. must be reviewed and approved by developer or advisory board before construction or placement.
3. Fences: A proposal for a fence may be submitted to developer or subdivision board for consideration.
4. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or anything unsightly. All such waste materials shall be kept in sanitary containers and shall be kept in a clean and sanitary condition.
5. No trailer, mobile home, sectional or double wide, basement dwelling, tent, shack or other outbuilding other than the one detailed in item#2 shall be erected upon said real estate at anytime. Any outbuilding shall be attractively maintained and landscaped.
6. No dwelling shall be erected which shall contain less than 1,600 square feet of living space if a single story building or which shall contain less than 1,200 square feet of living space on the first floor if a 1 ½ or two story dwelling, or which shall contain less than 1,600 square feet of living area if a split level dwelling. The said minimum square foot requirements shall not include attics, basements, porches, or garages. Roof pitch shall be a minimum of 7/12 pitches on homes or garages, gutters and downspouts are required on houses and garages. Eaves shall have a minimum 12" overhang not to include gutter measurement. Homes must be a minimum 75% brick, stone, or approved masonry finish outside.

7. All lots shall be connected to city water and sewer lines. All plumbing shall be attached to such disposal system in accordance with the requirements of the applicable sanitation ordinance at the time of installation.
8. Parking of commercial trucks of one ton size and larger shall be prohibited except in a temporary emergency. No parking overnight on the streets. All garage doors must be closed during nighttime. No boat, or recreational vehicle parking, except in garages.
9. There are strips of ground as shown on the plat which are reserved for the public utility purposes subject at all times to the proper authorities and to the easement herein reserved. No structures shall be erected or maintained upon said strips, but the several owners shall take their respective titles subject to the rights of all other owners of this subdivision.
10. No building shall be located on any lot nearer to the front property line than 35 feet minimum.
11. No unusual type materials maybe used for building purposes. Materials for construction, such as cinders, cement, concrete volcanic ash and slag blocks and tile must be covered with brick or stone veneer above the ground.
12. No nuisance or offensive practices, trade or activity shall be maintained or carried on upon any portion of the real estate of this subdivision, nor shall anything be done thereon which shall become a nuisance to the neighborhood at large.
13. Concrete sidewalks and driveways must be provided by the builder and must be completed before final grade of lot. All structures must be completed and the site graded, sodden or seeded and reasonably landscaped within one year from the date of commencement of construction.
14. Swimming Pools: In-ground pools are preferred however, above ground pool plans and layout maybe submitted to developer or subdivision board for consideration and possible approval.
15. No signs maybe displayed at anytime, except temporary signs to advertise real estate for sale or builders sign while building.

16. Any building on any lot in this subdivision which may, in whole or in part, be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness.
17. If the owner or owners of any of the lots in this subdivision shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent such violation or to recover damages for the same. A violation of any of these covenants shall not result in a reversion or forfeiture of title.
18. No restriction contained herein shall violate any ordinance, and all ordinances concerning restriction shall prevail over the above ordinance should there be a conflict.
19. Invalidation of any one or more of these covenants by appropriate judgment or decree shall in no way affect any of the other provisions, which shall remain in full force and effect. If any of the lot owners or their assigns shall violate or attempt to violate any of the covenants named herein, it shall be lawful for any other owner or owners to proceed at law to prevent him or them from violating said covenants named herein, and to recover damages.
20. Front and side yard building set back lines are hereby established as shown on this plat between which lines and the property lines of the street and surrounding properties there shall be erected and maintained no building or structure.
21. No animals shall be permitted except domesticated animals, such as dogs and cats. Farm animals are prohibited; kennels are prohibited.
22. Water retention areas or swales: Lot owners shall keep unobstructed and in good repair any such area on their respective lots.
23. These covenants shall run with the land and shall be binding upon all parties to conveyance of any lots and all parties claiming under them until December 31, 2006, at which time said covenants shall automatically be extended for successive five year periods thereafter, unless by a vote of the majority of all the owners agreeing to change said covenants in whole or in part, and in this each lot shall have one vote. The auditor's transfer tax records shall be conclusive evidence of the identity of the owner. In the case of tendencies by the entireties, tenants in common or joint tenancies, the vote of one joint owner who has been selected by his co-owners to cast their vote, shall bind the co-tenants. In the case of

guardianships, estates, or trusteeships, the vote of the fiduciary shall be binding.

24. Until phase I is completed: A subdivision review board consisting of Al and Sandi Oliver, David A. and Barbara J. Moore shall meet to review a potential builders plan and placement. Approval by this board must be granted prior to start of construction.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 5<sup>th</sup> day of August, 2001.

[Signature]  
Al Oliver

[Signature]  
Sandi Oliver

[Signature]  
David A. Moore

[Signature]  
Barbara J. Moore



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF PUTNAM )

Before me, a Notary Public in and for said County and State, personally appeared Al Oliver, and Sandi Oliver, and David A. Moore, and Barbara J. Moore, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notary Seal this 15<sup>th</sup> day of August, 2001.

My Commission Expires:  
1/6/08

[Signature]  
Signature of Notary Public

Residence of Putnam  
County, Indiana

Glenda K. Gillette  
Printed Name of Notary Public

Al Oliver, P.O. BOX 276, CLOVERDALE, IN 46120, prepared this instrument.

