

PROTECTIVE COVENANTS

DEER TRACTS

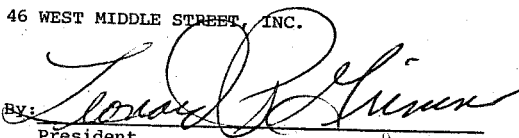
1. All parcels in the tract shall be known as rural residential. No structure shall be erected, altered, placed or permitted to remain on any building parcel used or occupied for any purposes other than a detached single family dwelling for private residential purposes, except as hereinafter specifically permitted not to exceed two and one-half stories. A detached barn or out building, and/or a detached or attached garage not exceeding the total square footage of the dwelling is permitted.
2. The Grantor shall assess each Grantee a sum not to exceed fifty and no/100-- (\$50.00) Dollars, per year, per parcel, for the use, upkeep, and maintenance of the right-of-way within all sections of said Deer Tracts and such other common facilities as the said Grantor may provide therein. The rights and responsibilities as created by this paragraph shall be delegated by the Grantor to an appointed committee of Deer Tracts property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every parcel within said Deer Tracts until paid and payment of said assessment and levy shall initiate on or before the 31st day of January next following the purchase of said parcel and on or before the 31st day of January of each year thereafter. In the event of a resale of one or more said parcels, then the obligation to pay the fifty (\$50.00) Dollars assessment shall become the obligation of the new owner(s).
3. The Grantees of all lots in the Deer Tracts hereby agree by accepting the deed to the said lots on behalf of themselves, their successors and assigns, to consent to the taking over by the Township of Henderson of any roadways forming part of the parcel conveyed to the said Grantees and do further by acceptance of the said deed waive any further notice of the taking over of the said road by the said township and do specifically agree for themselves, their successors and assigns, that they shall be entitled to no damages on account of the taking over of the said roadway. In the event that all or a portion of the roadways in the Deer Tracts are taken over by the Henderson Township, the Committee appointed under the provisions of Paragraph 2 hereinbefore shall have the authority to lower or eliminate the road maintenance fee therein set forth as circumstances may require in the sole discretion of the said Committee.
4. No building shall be located on any tract nearer than 45 feet to the property line, or nearer than 15 feet to any side or interior property line of an adjoining property. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of a building, provided, however, that their portion of a building on a lot shall not encroach upon another lot.
5. The Grantor reserves unto itself, its successors and assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, power, gas and water line, or to grant easements or rights of way therefore, over or under a strip of land 15 feet wide at any point along any road or right of way or side or rear line of the land conveyed.
6. If, in the future, state government, local government, any utility cooperative, or municipality expects or requires the installment of public utilities system within the area of which this is a part, the Grantee, or Grantees by the acceptance of this deed do hereby agree to pay their proportionate share of the cost and expense of the erection, maintenance and operation thereof, as the same costs are to be determined by the appropriate authorities.
7. No building of a temporary nature shall be erected or placed on said tract except those customarily erected in connection with building operations; in such case, for a period of time not to exceed six months.
8. No trucks, buses, old cars, or unsightly vehicle of any type or description may be left abandoned.
9. No stream, water course, or spring on or near any tract may be contaminated, diverted or permanently blocked.
10. The Grantees hereby covenant to consult the Huntington County Health Officer before installing any on-site sewerage facilities.

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11. No signs of any kind shall be erected on any lot except a professional sign not more than 1 foot square, or a sign advertising the property for sale or rent, not more than 5 square feet, or a sign used by a building to advertise the property during the construction and sale period of not more than 5 square feet.
12. No animals, livestock, or poultry of any kind shall be raised, bred, boarded, or kept on any parcel except for one horse or one cow per acre of land. Dogs, cats, or other household pets may be kept, provided they are not kept, bred, boarded or maintained for any commercial purposes.
13. No parcel shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment whether for storage or disposal of such material shall be kept in clean and sanitary condition.
14. The use of trailers or mobile houses is permitted, provided, however, one trailer or mobile home only be placed on each tract of the subdivision when said trailer or mobile home has a minimum width of 12' and a minimum length of 60' exclusive of any extensions or room additions. Said trailer must be permanently placed on a solid and continuous foundation.
15. A camping trailer designated specifically for camping or shelter intended to mobile in nature at all times is permitted, provided, however, no more than one (1) unit per tract be placed on lands of the subdivision. No equipment such as wheels, hitch or apparatus intended for the purpose of, or necessary to meet highway regulations shall be removed. A camping unit shall not be parked on said premises for a period in excess of nine consecutive months, a period of thirty (30) days shall expire prior to the return of said mobile camping unit.
16. All buildings erected within the said Deer Tracts shall have a minimum of at least 560 square feet living floor space, exclusive of porches, carports or garages, on the first floor or main level. All structures shall have a complete and enclosed foundation at grade level and the floor joist.
17. Nothing herein is to be construed to prevent the Grantor from placing additional covenants or easements on any tract in said Deer Tracts which shall not have already been conveyed by it.
18. If the parties hereto, or any of their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any of the person or persons owning property situated in said Deer Tracts to commence any proceeding at law or in equity against the person or persons violating or attempting to violate any other covenants together with the right of recover damages plus the cost of said violation.
19. Invalidation of anyone of these covenants by judgment or court order, shall in no way effect any of the other provisions which shall remain in full force of effect.
20. The Grantee, his heirs or assigns, by acceptance of this deed, agrees with the Grantor, its successors or assigns, that said restrictions and conditions shall be covenants running with the land, and that in any deed of conveyance of said premises, or any part thereof, to any person or persons, said restrictions and conditions shall be incorporated by reference to this deed and the record hereof or as fully as the same are contained herein.

46 WEST MIDDLE STREET, INC.

BY:   
President