

Dec 15 11 55 AM '97

ELKHART COUNTY RECORDER  
SUSAN M. GUIPE  
FILED FOR RECORD

**JEFFERSON RIDGE PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, AND EASEMENTS**

**IN  
ELKHART, COUNTY, INDIANA**

**Recitals**

- A. Protective Covenants and Restrictions for Jefferson Ridge (hereinafter referred to as "Jefferson Ridge Covenants"), a subdivision in Elkhart County, Indiana, were recorded in the office of the Recorder of Elkhart County, Indiana, at Plat Book 23, Page 89.
- B. The Developer, its successors or assigns, has the exclusive right until the Control Date to amend any or all of the restrictions and covenants of Jefferson Ridge, said date being designated when eighty percent (80%) of the lots have been sold by the Developer.
- C. Pursuant to Paragraph 26 of the Jefferson Ridge Covenants, the Developer is granted the right for a period of ten (10) years from the date of the recording of the Plat of Jefferson Ridge to amend any or all of the restrictions and covenants pertaining thereto.

**Amendments**

In consideration of the premises, and pursuant to the authority herein above described, the following is hereby adopted as The Protective Restrictions, Covenants, Limitations, and Easements for Jefferson Ridge Subdivision in Elkhart County, Indiana.

As more particularly described above, all the lots in said additions shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations, and charges hereinafter set fourth; and they shall be considered a part of the conveyance of any lot in said addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, or any and all lots in said additions; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said addition, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or lot included in said addition shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. The restrictions and limitations imposed upon said additions are as follows:

NONCONFORMING \$ 2.00

11/30/97

Jefferson Ridge Subdivision

1. **Architectural Control Committee.**

A builder approved by the Developer must build each dwelling unit built on a lot. In order to maintain harmonious structural design, no building for the principle use of residential dwelling may be erected on any lot, unless and until the plans and specifications therefor have been approved in writing by the Jefferson Ridge Architectural Control Committee. There is hereby created the Jefferson Ridge Architectural Control Committee, which shall consist of three (3) persons, appointed by the Developer, Pheasant Ridge Development Company, Inc. hereinafter referred to as the "Developer", or its successors and assigns who shall serve until they are removed by the Developer or have resigned. This Committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Committee, the Developer shall appoint a replacement. The Committee shall have the authority to approve all plans and specifications for all structures to be erected in the subdivision. No construction of any structure shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be entirely within its discretion.

2. **A. Land Use and Building Type.**

No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars; exceptions may be made to this section only if they are unanimously approved in writing by the Architectural Control Committee.

**B. Home Occupations.**

No lot or lots shall be used for any purpose other than a single-family residence.

**C. Sales and Promotions.**

The Developer, or its assignee, may make use of one (1) lot, which may have improvements thereon for realty sales and promotion purposes, notwithstanding anything, which may appear to the contrary herein.

**D. Architectural Control.**

No building or other structure shall be erected, constructed, placed, maintained or altered on any lot, nor shall the natural topography or draining of any lot be altered, until the construction plan of the structure or for the topographical alterations have been approved by the Architectural Control Committee. The plans must show floor plan, quality of construction materials, outside colors to be used, harmony of external design with existing structures and location with respect of lot lines, topography and finish grade elevation. Plans shall include placement on lot with detail showing all pavement, well, and septic system location as well as legally positioning well and septic system in relationship to neighboring, existing homes to comply with Elkhart County Health Department Regulations. One (1) set of complete plans must be submitted. It will be retained in the Developer's office and will not be returned to the owner. The Committee's approval or disapproval as required in the covenants shall be in writing with reasons for the denial stipulated.

Approval must be obtained for pavement of any kind, including but not restricted to parking or recreational use. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent.

Neither the Developer, the Jefferson Ridge Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgement, negligence or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee, agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by the Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans for the buildings or structures described therein.

### 3. Dwelling Size.

#### A. General Restrictions.

No dwelling shall be permitted on any lot with a living floor area of the main structure exclusive of one-story open porches and garages of less than the following number of square feet for the following types of dwellings. In specific given areas, minimum square footage will be the following:

<u>Type of House</u>	<u>Minimum Square Footage</u>
Ranch Style	1,600 square feet
1½ & 2 Story	1,850 square feet

However, the Architectural Control Committee may consider and allow a lot owner's request for smaller square footage allowance if the plans for the residence show that the residence to be built is architecturally and aesthetically consistent with other residences in Jefferson Ridge

#### B. Garages.

All dwellings must have a full size attached garage which is capable of storing at least two (2) automobiles but not to exceed space for three (3) automobiles without written consent from the Architectural Control Committee.

### 4. Building Location.

No building shall be located on any lot nearer to the right-of way line than the minimum building setback lines as shown on the recorded Plat. Each building shall be located not nearer than ten (10) feet from any side lot line. No dwelling shall be located closer than forty (40) feet to any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall (at the developer's discretion) not be considered as a part of the buildings; provided, however, that this shall not be construed so as to permit any portion of a building on a lot to be located nearer than ten (10) feet from any other lot. Provided that this shall be in accordance with county building codes and setbacks.

**5. Easements.**

There are strips of ground variable in width, as shown on the Plats, and marked "easements", reserved for the installation of water and sewer mains, poles, ducts, lines and wires, overland drainage flows subject at all times to the proper authorities and easements herein reserved. No permanent structures shall be erected or maintained upon said strip of land except as noted in paragraphs 6 and 7, regarding screening of non-access easements. No changes shall be made in the grading of any lot areas used as berm, storm drainage runoff, but owners of lots in the subdivision shall take their titles subject to the rights of the public utilities. Furthermore, any utility company in setting utility poles shall have the right to set anchor transformer poles at any change of direction of their lines. Such anchor poles may be set on any lot line outside the easement and not more than ten (10) feet from the rear line of any lot. All utility pedestals and transformers shall be erected on or within five (5) feet of the nearest lot corner. An easement is also granted to the Association, its officers, agents and employees and to any management companies selected by the Association to enter, cross-over or otherwise utilize any portion of the lot in the performance of its duties granted by these Covenants and Restrictions.

**6. Protective Screening.**

Protective screening areas are established as shown on the recorded Plats and are noted as "non-access easements." Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersection", planting shall be retained and maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No screen planting over seventy-two (72) inches high shall be permitted between the building set back line and front lot line on lots or areas deemed necessary.

**7. Perimeter Fencing.**

The only fencing enclosures permitted shall be a wood rail with coated green or brown chain link (invisible mesh), not to exceed four (4) feet high, and must conform to present architectural standards as set by the style of home thereon built and be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee or unless approved under paragraph 11 hereon.

**8. Nuisances.**

No obnoxious or offensive activity shall be carried on upon said lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

**9. Temporary Structures.**

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

**10. Storage.**

No lot shall be used for storage of old lumber, boats, cars, materials, or debris, which would tend to make the lot unsightly in appearance and character.

**11. Pools and Recreational Facilities.**

No above ground pools shall be permitted. In-ground pools and permanent or paved recreational athletic facilities (including, but not limited to, tennis, basketball and volleyball courts) may not be erected, built or installed on any lot unless and until the plans and specifications therefor have been approved in writing by the Jefferson Ridge Architectural Control Committee, as provided in paragraph 1 hereof. Any and all lighting fixtures for any such facilities are also subject to such prior approval.

12. **Detached Buildings.**

The construction and placement of any detached pet shelter, play house, structures designed for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property must be of a quality construction, and must be maintained in attractive and neat appearance and blend with the established home and be submitted to the Architectural Control Committee for approval before beginning construction. Maximum size for detached buildings, including storage buildings and pool houses, shall be 10' x 12', unless written exception is given by the Architectural Control Committee or the Developer. The Architectural Control Committee shall have the authority to require protective screening around these structures. Approval for the construction and placement of the structure must be obtained from the Architectural Control Committee as provided for in paragraph 1 hereof. Approval for the construction and placement of well or pump house must be obtained from the Jefferson Ridge Architectural Control Committee in writing.

13. **Driveways and Sidewalks.**

No stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of concrete. The depth of the concrete shall be at least four (4) inches thick. Sidewalks shall be constructed by each homeowner and shall be continuous from the side lot lines of each lot or lots that each home is constructed on. Sidewalks shall be four (4) feet wide and shall be constructed four (4) feet from the street curb.

14. **Signs.**

No sign of any kind shall be displayed to the public view on any lot except one (1) sign, of not more than five (5) square feet advertising home for sale or rent, or a sign of any dimension used by a builder to advertise the property during the construction and sales period. There is reserved to the Developer, its successors and assigns, the right to construct signs as they desire in order to foster promotion and effect sales of lots or structures in said development. No sign shall be permitted to promote the sale of an undeveloped lot except by Developer or with Developer's written consent.

15. **Livestock, Poultry and Hazardous Animals.**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided 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. No vicious or attack trained dogs shall be kept on any lot.

16. **Garbage and Refuse Disposal: Open Burning Prohibited.**

No lot shall be used or maintained as a dumping ground for rubbish, grass clippings, leaves, tree limbs, or compost. Trash, garbage or other waste shall not be kept except in sanitary

containers. All equipment for storage or disposal of such materials shall be kept in a clean sanitary condition. No open burning shall be permitted on any lot, whether in incinerators, containers or otherwise, but this shall not be construed as to prohibit a backyard barbecue. The prohibition against burning shall include, but not be limited to, trash, waste, refuse, building materials, leaves, tree limbs, grass clippings, debris and any other material of any kind or description. Grass clippings, leaves, and other waste may not be placed on any other property in Jefferson Ridge. Yard waste may be composted within the confines of the individual lot, as long as it is contained in some sort of structure that blends with the established home, does not become a detriment to the aesthetics of the subdivision, and does not become a nuisance.

While a home is under construction, all debris shall be contained in such a manner that it will not be permitted to litter adjoining properties. If loose debris becomes a general nuisance, the Association, at the option of the Architectural Control Committee may elect to clean up the debris at the cost of the lot owner.

**17. Sight Distance at Intersection.**

No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**18. Completion Date.**

Any structure begun must be completed within a period of one (1) year from the beginning date, or thereafter completely removed. The side, front and rear yards of each lot shall be planted with grass, sod or ground cover, unless otherwise approved by the Architectural Control Committee, within one hundred twenty (120) days after the structure is completed, or the structure is occupied as a residence, whichever is earlier. If the same owner or owners own two or more contiguous lots, the lots shall be considered as one lot for landscaping control purposes, and shall be maintained in accordance with these provisions. In addition, on wooded lots where there is a separation between the tree line and the curb, all areas between the tree line and the curb must be planted with grass, sod, or ground cover.

Undeveloped or vacant lots shall be kept free of rubbish and weeds; and grass height shall be maintained at a reasonable length. Upon violation of this provision and after giving the owner ten (10) days notice to cure the condition, the Association, at the option of the Board of Directors, may elect to perform such maintenance at the cost of the owner. The developer shall be exempt from paragraph No. 18, but shall maintain unsold lots at the developer's discretion.

**19. Fuel Storage Tanks.**

No oil or fuel storage tanks may be installed underground or concealed within the main structure of the dwelling, basement or attached garage.

20. **Lot Division.**

There shall be no subdivision or sale of any lot by a homeowner for the purpose of building an additional dwelling.

21. **Recreational and Commercial Vehicles: Parking.**

No recreational or commercial vehicles (campers, trailers, trucks, boats or snowmobiles) may be kept in open areas in this subdivision, whether such open areas are on or off the lot of any lot owner. No motor vehicles of any kind or description may be parked, kept, stored or otherwise maintained on any street or lawn area, nor may any vehicle be parked on any street between the hours of 2:00 o'clock a.m. and 6:00 o'clock a.m.

22. **Homeowner's Association.**

The Jefferson Ridge Homeowner's Association, Inc., hereinafter referred to as the "Association", which shall be an Indiana Corporation, shall be created by the Developer acting on behalf of the owners and future owners of lots in Jefferson Ridge.

Each owner of a lot in Jefferson Ridge shall be a member of the Association and shall be entitled to cast one (1) vote at all meetings for each lot that is owned. If the same owner or owners own two or more contiguous lots, the lots shall be considered as one lot for voting purposes. The purpose of the Association is to manage and to support financially all park areas and all street lighting and the provisions of security services as may be deemed advisable and practical in the sole discretion of the Association or, until such time as the Association is created by the Developer, in the sole discretion of the Developer, and all purposes as the membership deems necessary. The Association shall have the authority and obligation to assure that all environmental aspects of the property including common areas and ponds are maintained in a manner which is in the best interest of all members of the Association and the Association shall have the right to restrain various landowners from polluting. After its creation by the Developer, the Association shall conduct a meeting at least once each year to organize itself and elect its officers. The Association shall adopt bylaws for its government and may levy and collect dues. The Association shall have the authority to impose and collect annual assessments for the operation of street lighting and for the maintenance and improvement of park areas or other "common areas" and for the provision of the aforesaid security services; provided, however, the total of such dues and assessments levied against such lot shall not exceed two hundred dollars (\$200.00) per lot per year. These assessments shall be levied equally on each lot in all additions to the sections of the recorded Plat of Jefferson Ridge. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. Any such assessments or annual dues shall be billed by the Association to the owner of each lot during the year on a date set by the Board of Directors and shall be a lien in favor of the Association upon the lot against which such dues and assessments are charged until paid, which shall be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the president or secretary of the Association showing the amount of said dues and assessments which are due and unpaid as of the date of such certificate, and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in the said certificate. The within above described lien is subordinate to any first mortgage lien. The

Association may also enforce the restrictions concerning accumulations of rubbish, weeds or trash and may own any land for use by all or less than all of the lot owners as a "common area". Any past due annual dues, assessments or other charges assessable hereunder shall bear interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the same become due and with attorney's fees, and shall be due and payable without relief from valuation and appraisal laws. The Association may be formed for, and engage in, such other activities as may be beneficial to the lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association", as defined in the Internal Revenue Code. Until such time as the Association is created by the Developer, the Developer, acting on behalf of the Association to be formed, shall be entitled to carry out the responsibilities assigned to, and enjoy and exercise the rights and powers granted to, the Association pursuant to these restrictions; provided, however, that the total of such dues and assessment levied by the Developer in such capacity against each lot shall not exceed two hundred dollars (\$200.00) per lot per year so long as the Association has not been created and the Developer is acting in such capacity on behalf of the Association.

**23. Utilities and Television 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. No outside above ground television, AM, FM, or short wave radio antennas of any type shall be erected or maintained on any lots or structures in Jefferson Ridge. Satellite dishes are prohibited unless they are less than two (2) feet in diameter as determined by such supplier.

All street or lot lighting shall be situated on posts with no lines visible. To assure the enforcement of this restriction, the Developer, for itself, its successors and assigns, does hereby agree:

**A. Utility Poles and Overhead Lines.**

To prohibit the erection and use of overhead wires, poles and other facilities of any kind, including but not limited to those associated with electrical, television, cable or telephone service electrically or by telephone from poles and overhead wires around the perimeter or the subdivision or development. Nothing herein should be construed to prohibit street lighting or ornamental yard light if serviced by underground wire or cable.

**B. Electrical Service.**

To require that the owner of any building erected on the property install an electric service entrance of sufficient capacity to meet engineering standards of the electric utility company.

**C. Restoration.**

To require owners to assume all responsibility and restoration of paved and planted areas made necessary by maintenance, replacement or expansion of the underground facilities.

**D. Accessibility.**

To require accessibility to all strips in which underground service is located for operation, maintenance or replacement of facilities.

**E. Underground Service Laterals.**

To require that the owner of any building erected on the property may pay any cost



differential for underground service laterals.

**24. Septic Systems.**

Until such time as a sanitary sewer system is constructed in the tract or an individual sewage disposal system is approved by the Indiana Health Department, a sanitary septic tank shall be installed at the lot owner's expense for each dwelling erected in the tract. Such septic tank shall be of a type and construction and so located on the individual lot as to be approved in writing by the appropriate regulatory agency as required in Elkhart County. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this tract. Septic systems must be located with consideration to neighboring wells to comply with all county regulations.

**25. Amendment of Covenants.**

It is expressly provided that the Developer, its successors or assigns, shall have the exclusive right for a period of ten (10) years from the date of recording the Plat for Jefferson Ridge to amend any or all of the restrictions or covenants herein contained; except that the Developer, its successors or assigns, shall not, during such ten (10) year period, increase the two hundred dollar (\$200.00) limitation on the total dues and assessments which may be levied annually by the Jefferson Ridge Homeowners Association, Inc., against any lot. Such amendments signed and recorded in the office of the Recorder of Elkhart County shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot. After three (3) years from the date of recording of the Jefferson Ridge Plat, these Restrictions and Limitations, including that provision of paragraph 24 which places a two hundred dollar (\$200.00) maximum on the total dues and assessments which may be levied annually by the Jefferson Ridge Homeowners Association, Inc., against any lot, may be amended at any time by the recording of such amendment executed by the Developer. Such amendment signed and recorded in the office of the Recorder of Elkhart County shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot.

**26. 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 ten (10) years after the recordation of the plat of Jefferson Ridge, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of the fee title of not less than fifty-one percent (51%) of the lots covered by these covenants and restrictions, it is agreed to change such covenants or restrictions in whole or in part.

**27. Separability of Covenants.**

Invalidation of any one (1) of the covenants or restrictions by judgement 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.

**28. 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 each owner of a lot in Jefferson Ridge and in Jefferson Ridge Homeowners Association, Inc., its successors 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 any of the covenants herein, it shall be lawful for any person or persons vested with the title to any of the lots hereinafter described, the Jefferson Ridge Homeowners Association, Inc., its successors and assigns or the Developer, 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 the Jefferson Ridge Homeowner's Association, Inc., or the Developer 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 against whom such enforcement action is brought, and the Jefferson Ridge Homeowner's Association, Inc., or the Developer, as the case may be, shall have a lien upon such lot or lots to secure the lot 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.

**29. Trash Pick Up.**

All trash pick up shall be completed on Monday of each week with the Jefferson Ridge Homeowner's Association to elect the same by a majority vote.

**30. Landscaping.**

All lots shall be maintained in good and orderly fashion, with appropriate landscaping in keeping with the pattern established in the subdivision. No lots shall be permitted to be overgrown or weed infested.

**31. Maintenance of Common Areas and Drainage Structures.**

All common areas, including but not limited to entrance landscape, sprinklers, ponds, mounded plantings, walking paths, and drainage and retention areas and structures, shall be maintained by a local professional maintenance company elected by the Jefferson Ridge Homeowner's Association, with all costs being provided by the Jefferson Ridge Homeowner's Association, Inc., annual dues. The Developer shall bear the costs of any shortages of funds until such time when enough lots are sold to produce sufficient revenue to maintain said areas and structures in an aesthetically pleasing and functional manner.

**32. Tree Removal.**

The Jefferson Ridge Architectural Control Committee shall have the exclusive right to approve or disapprove of any and all trees to be removed from any lot for the purpose of constructing a home, or driveway, or for landscaping or any other purposes. The homeowner and their contractor shall notify the Developer in writing of his intentions to commence construction and mark trees to be cut and removed with orange spray paint forty-eight (48) hours prior to cutting or removing to allow sufficient time for inspection of trees to be removed.

**33. Mailboxes.**

Uniform mailboxes shall be installed in front of each home, placed for easy access for mail and newspaper delivery and landscaped to be aesthetically pleasing. Said mailbox shall be of similar design and materials to match the home (or to be determined by the Developer) designed with a news paper receptacle directly beneath the mailbox. The mailbox or post shall have brass

