

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF RESTRICTIONS made this 14th day of February, 2013, by Neighborhood Solutions, LLC, referred to as "Declarant."

WHEREAS, Declarant is the owner of lots 1-12 in the B-Line Station Subdivision; and

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners;

NOW, THEREFORE, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

Land Use and Building Type

1. No lot shall be used except for residential purposes unless approved by the planning authority for home-based office. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

Dwelling Cost, Quality, and Size

2. No dwelling shall be erected or constructed on any lot at less than the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, and shall be consistent with PUD-18-12. Materials shall be limited to fiber cement board, composite siding, brick, and stone. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 square feet.

Building Location

3. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the build to lines shown on the recorded plat. There shall be a twenty two foot (22') build to line from the front lot line. All front porches shall be built to the 22' line to ensure a uniform block face along the B-Line Trail. No building shall be located on any lot nearer to the rear lot line than twenty feet (20').

(b) No building wall shall be located nearer than two feet (2') from the south line and four feet (4') from the north line and no side yard shall be required for a garage or other permitted accessory building located four feet (4') or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer to the rear lot line than shown on the plat.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Garages and Parking Pads

4. A one-story or two-story attached garage may not be located nearer to the rear lot line than shown on the plat and not nearer to any setback line than four feet. Detached one or two story garages may not exceed the amount allowed by the residential code. If attached, the garage may not exceed the height of the dwelling. If detached, the garage may not exceed two stories. A parking pad is permitted in lieu of or as a predecessor to a garage. The parking pad shall be constructed of concrete, brick, gravel or porous pavers. Parking of vehicles upon any other part of the Lot is not permitted.

Easements

5. Two easements for installation and maintenance of bioswale and drainage facilities are reserved as shown on the recorded subdivision map on the front and rear of each lot. These easements are owned by the Garden Green Owners' Association ("Easement Owners"). Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the bioswale, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Owners of the Property shall not build any structures or place any fence posts, clothes line posts, trees, landscaping, or other underground construction in the swale and shall not otherwise damage, destroy, tamper with, or hinder the operation of the bioswale. Owners of the Property will allow access to the to the bio swale to the Easement Owners for its upkeep, maintenance and repair.

Temporary Structures

6. No structure of a temporary character, including a temporary 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.

Signs

7. No permanent sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Oil and Mining Operations

8. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Garbage and Refuse Disposal

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Water Supply

10. No individual potable water-supply system shall be permitted on any lot.

Sewage Disposal

11. No individual sewage-disposal system shall be permitted on any lot.

Bump-Outs

12. Dwelling may have a bump-out, bay window, or similar construction on the south side, but said bump-out, bay window, or similar construction shall be no more than two (2) feet deep and shall cover no more than fifty percent (50%) of the length of the structure.

Fencing

13. Owners of each property shall be obligated to maintain and replace the portion of the common fence that sits on the front of their lot in an architecturally reasonably identical style, color and material and shall not be taller than four feet (4') in height. Fencing on the side of the lot shall not be taller than four feet (4') in height from the front common fence to the rear facade of the home and shall not be taller than six feet (6') in height from the rear facade of the home to the rear lot line. Fencing on the side and back of the lot must be wood, wood/composite material, synthetic, stone, or ornamental metal and shall not be greater than six (6) feet in height. Uncoated chain-link, livestock, and chicken wire fencing are prohibited.

PUD

14. No building shall be erected, placed, or altered on any lot unless the construction plans and specifications and a plan showing the location of the structure are consistent with PUD 18-12 as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

Prohibited Activities

15. No manufacturing, noxious, illegal, or offensive activities shall be carried on upon the Real Estate. No activity shall be conducted on the Real Estate which may be or may become an annoyance or a nuisance to the neighborhood in general.

Satellite Dishes

16. All satellite dishes shall be installed to the rear of the mid point of the main body of the House.

Storage Buildings and Sheds

17. Storage buildings and sheds up to a size of 8' x 10' are permitted but may not be placed on the Lot forward of the rear facade of the House.

Tanks

18. The installation or maintenance of bottle gas, or aboveground or underground storage tanks on the Real Estate shall be prohibited except for residential gas grill tanks.

Maintenance of Ditches, Culverts, and Banks

19. Lot owners shall maintain the ditches and banks along property line(s) and adjacent to any street. Lot owners shall not impede or interfere with drainage upon the Real Estate.

Underground Utilities

20. All telephone, data transmission, electrical and cable television or similar connection from the utilities' lines shall be underground from the street, unless deemed impractical by the company providing the service in writing.

Alleys

21. The alleys are for public use and shall be maintained by the City of Bloomington. Trash pick-up and snow removal in the alleys shall be according to the Public Works Policy of the City of Bloomington. Parking in the alleys is not permitted.

Term

22. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots sign and record an instrument revoking, altering, or otherwise changing said covenants in whole or in part. Within the first thirty years, a vote of 67% of the then owners of the lots may revoke, alter, or otherwise change said covenants in whole or in part by signing and recording an instrument.

Enforcement

23. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Severability

24. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions the day and year first above written.

DECLARANT


Neighborhood Solutions, LLC
By its Owner, Matthew D. Press

ACKNOWLEDGMENT BY LLC

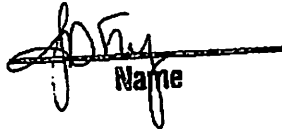
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COUNTY OF MONROE)

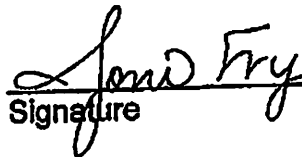
The foregoing instrument was acknowledged before me on the 14 day of February, 20 13 by Matthew D. Press, the Owner of Neighborhood Solutions, LLC, an Indiana limited liability company, on behalf of the LLC.

Signed this 14 day of February, 20 13.

This instrument was prepared
by Ferguson + Ferguson

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.


Name


Signature

Joni Fry
Name Printed

My commission expires: 11/12/2016