

**Vevay Riverside - Section 1
DECLARATION OF RESTRICTIVE COVENANTS**

COUNTRYTYME LEBANON, LTD., an Ohio limited liability company ("Declarant" or "Countrytyme") as the fee simple owner of Tracts 1,2,3,4 and 5, inclusive, as recorded in Cabinet _____, Page _____, in the Recorder's Office of Switzerland County, Indiana ("Premises") hereby places of record this Declaration of Restrictive Covenants (the "Declaration") to set forth certain restrictive covenants pertaining to Tracts 1,2,3,4 and 5, all in order to provide for the orderly development of said Tracts.

NOW, THEREFORE, Declarant covenants and agrees for itself and its successors and assigns that Tracts 1,2,3,4 and 5 shall be held, owned, leased and conveyed at all times subject to this Declaration and there shall be no merger of title that shall invalidate or terminate this Declaration.

USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Declarant and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests and invitees. "Owner" shall mean the owner of each Lot either in fee simple or by an equitable estate.

- 1) Each Tract shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence, farming, recreational or religious purposes.
 - a) All dwelling shall have at least 1,200 square feet of finished living area.
 - b) Living areas are exclusive of porches, breezeways, basements, and garages.
 - c) All dwellings shall have at least a two-car garage constructed of similar material and style as the dwelling.
- 2) No garage or unfinished single family dwelling, travel-trailer, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.
- 3) No Doublewide or Singlewide shall not be placed on the property for any reason. Travel Trailers may be stored on the property only after a permanent residence is completed.
- 4) Construction of both the dwelling and garage or outbuilding must be completed within 12 months of beginning construction.
- 5) Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.

CONSTRUCTION PERMITS:

1. Prior to any construction, each Tract owner must obtain the appropriate permit from the following:
 - a) Sewage disposal permit from the County Health Department
 - b) Building permit from the County Building Department.
 - c) Driveway permit and house number from the County Engineer

ANIMALS:

1) With the exception of 4-H projects, no swine or poultry shall be permitted on any Tract. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted, but shall be limited to one (1) per one (1) acre of fenced pasture. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.. Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

NOXIOUS CONDITIONS:

1) No nuisance or obnoxious condition shall be maintained on the property, including but not limited to, junk, scrap, paper or debris of any kind or other unsightly conditions. Property shall be kept reasonably trim and neat at all times. No Tract shall be used or maintained as a dumping ground for rubbish or trash. Garbage, trash or other waste shall be kept in sanitary containers and all incinerators or other devices for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Automotive and farm equipment in inoperative condition shall be properly licensed and shall be housed in an enclosed garage, building or barn. Property shall be kept reasonably trim and neat at all times (grass and weeds shall be kept mowed so they are no higher and 1 ½ feet).

BUSINESS / TRADE:

1. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort, or serenity of the neighborhood.

EASEMENTS:

- 1) The buyer of any Tract and their heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing a curtain drain outlet for storm water to any other owner(s) of any Tract of this Property development. Said buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any Tract of this Property development. Also, said buyer agrees to grant utility easements to serve any Tract of this Property development.
- 2) Existing drainage tile waterways shall be maintained. Drainage tiles broken during construction shall be re-routed to allow drainage of adjacent properties.

AMENDMENTS:

Declarant reserves the right to subdivide or combine all or parts of any unsold Tract without the consent of any other Tract owner.

ENFORCEMENT:

Every person who now or hereafter owns or acquires any interest in or to any Tract is and shall be conclusively deemed to have agreed to be bound by and comply with every term of this Declaration. The terms of this Declaration shall operate as covenants running with the land for benefit of all Tract Owners. If any breach of any term of this Declaration shall exist and the Owner shall not have taken reasonable and diligent steps toward the correction thereof within thirty (30) days, or such shorter but reasonable period of time in emergency situations, after written notice of such breach, Declarant or any other Owner shall have the right to prosecute at law or in equity against the person(s) who may be responsible for such breach, to require the correction or enjoin the continuance thereof. Declarant or any other Owner, as appropriate, shall be reimbursed by such person(s) for all costs, fees and expenses

****Each Tract is subject to all present and future applicable laws, ordinances, rules, regulations, and orders of the United States Government, the State of Indiana, Switzerland County, Craig Township and any other political subdivision and any administrative agency of any of the foregoing. Nothing herein shall be construed as permitting any action or condition prohibited by such applicable laws, ordinances, rules, regulations, and orders. In the event of any conflict between any such applicable laws, ordinances, rules, regulations and orders and the protective covenants contained herein, the most restrictive provisions shall govern and control*

COVENANTS RUN WITH LAND

All agreements, conditions, terms and restrictions contained herein shall run with the land and shall be binding and enforceable against Declarant, Owners and their respective heirs, successors and assigns.

Signature
Final 6-22-05

Date

Signature

Date