

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR WILDCAT VALLEY ESTATES

PHASE IV – Lots 67-69, 72-73

THIS DECLARATION, establishing Protective Covenants, Conditions and Restrictions for Wildcat Valley Estates is made on the date hereinafter set forth by Baumco, Inc., hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Fairfield Township, Tippecanoe County, Indiana, which is more particularly described in EXHIBIT “A” page 16, and attached hereto and made a part hereof, which lands will be subdivided and known as Wildcat Valley Estates, Phase IV.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

DEFINITIONS

1. “Assessment” means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the Association as described within.
2. “Association” shall mean and refer to Wildcat Valley Estates Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.
3. “Board of Directors” shall mean and refer to the Board of Directors of the Association.
4. “Builder” shall mean the person constructing the first residence on each Lot.

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5. “Committee” shall mean the Wildcat Valley Estates Development Control Committee, composed of three (3) members appointed by the Developer who shall be subject to removal by Developer at any time with

or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed or until the Developer give the Association the rights to appoint from its membership this Committee.

At the option of the Developer, the Committee duties may be turned over to the Board of Directors of the Association, who shall appoint three new members to the Committee.

6. "Common Area" shall mean all real property owned by the Association, all of which is to be held for the common use and enjoyment of the Owners.
7. "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Property , maintenance of any ponds, real estate taxes or personal property taxes assessed against any Common Property, and any other cost or expense incurred by the Association for the benefit of the Common Property, and shall also include the costs of insurance as required herein and any entry landscaping, signage, maintenance and legal drain for overall development. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system, or other improvements constructed by Developer.
8. "Common Property" means all real and personal property which is in the nature of common or public improvements or areas, including the Common Area and which is located in, upon, or under the Common Areas within the Development.
9. "Declarant" shall mean and refer to Baumco, Inc., it successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
10. "Developer" or Wildcat Valley Estates is Baumco, Inc., an Indiana Corporation, also to be known as the "Development Control Committee."

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11. "Lot" shall mean and refer to any plot of land shown and designated as a numbered lot on the recorded Final Plat of Wildcat Valley Subdivision.
12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of

the Properties, but excluding those having such interest merely as security for the performance of an obligation.

13. "Properties" shall mean and refer to that certain real property hereinbefore referred to and specifically described in Exhibit "A" page 16, and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

CHARACTER OF THE DEVELOPMENT

IN GENERAL. Except for any lots designation as Outlots, every numbered lot in the Development, unless it is otherwise designed by Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, place or permitted to remain upon any of said residential lots except a single family dwelling house.

ACCESSORY OUTBUILDINGS PROHIBITED. No accessory outbuildings shall be erected on any of the residential lots without the advance written approval of the Committee. Any outbuilding approved by the Committee shall be constructed in a location such that it is substantially hidden from view from all streets in the Development.

OCCUPANCY FOR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

WILDCAT CREEK is a Government protected waterway and has certain restrictions. Those restrictions exist with regard to the Army Corp of Engineers and DNR Erosion Control Construction Permit.

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These restrictions include specifically:

1. no felled trees, brush or other debris be left in the floodway of the stream
2. all disturbed areas be effectively protected from erosion during the construction period

3. disturbed areas be revegetated with a suitable mixture of grasses, legumes and woody species upon completion
4. all clearing of (woody) vegetation be held to the absolute minimum
5. native species of trees and shrubs be used for bank stabilization
6. the 100-foot disturbed area be revegetated with naturally occurring, riparian, woody species and managed as a natural area rather than maintained as a lawn. Technical assistance should be obtained from the District Forester to plan suitable plantings of native species to restore the disturbed creek bank
7. willows be planted in the natural stone rip rap along the water's edge to further stabilize the bank and to restore natural vegetation to the bank
8. continued maintenance of the 100-foot natural vegetation strip without mowing and without timber cutting be made a covenant on the deeds of the lots bordering the creek to protect and maintain the natural and scenic qualities of the Wildcat Creek.

This area must be kept in an "all natural" state. All Owners shall comply with these requirements and restrictions. Any violation of this will be remedied at the cost solely of the Owner.

UNIMPROVED LOT RESALE. No unimproved Lot in the subdivision shall be sold by the owner without having first given Baumco, Inc. the right of first refusal to purchase the Lot at the original selling price plus 8% interest for interim time period for a length of five years from the closing date.

OTHER RESTRICTIONS. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

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DEVELOPMENT CONTROL

No building, fence, pools, kennels, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the design, nature, kind, shape, height, materials, elevation and location of the same, and general landscaping plan shall have been submitted to and approved in writing as to harmony of external design and location in relation

to surrounding structures and topography by the development Control Committee. Approval by the Committee shall be secured prior to the Owner submitting his application for a building permit.

In the event said Committee fails to approve or disapprove such design and locations within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

USE RESTRICTIONS

1. All numbered Lots shall be known and described as Residential Lots. Except as hereinafter provided, no structure shall be erected or placed on any Residential Lot other than one single-family dwelling and a private garage for not less than two and not more than four vehicles. The ground floor living area of a one-story dwelling house shall be not less than 2400 square feet and the total living area of a two-story dwelling house shall not be less than 2400 square feet, with a ground floor area of not less than 1400 square feet, exclusive, in all cases, of porches, decks, patios, basements and garages and similar areas not regarded as living areas. In addition, all residences shall have an attached garage with a minimum useable floor area of 576 square feet. The Committee's determination as to the area shall be conclusive thereof. The Committee may, in its absolute discretion, relax and grant an exception to the ground floor area rule in the case of bi-level and tri-level residences, and in the case of residences having more than one story, but any such exception must be in writing. Other structures which are consistent with the high-quality residential character of the neighborhood, including, without limitation, fences and storage sheds, may be erected or placed on Residential Lots only with the express written approval of the Development Control Committee. The Association shall be responsible for maintenance and care of the Common Area and the structures thereon.

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2. Building permits must be submitted on the plot plan of the lot, showing all dimensions, terrain, proposed sewer and water locations, and all other necessary information required by the local building department. This plot plan must be signed by the Committee prior to the building department release of a building permit. The department may deny such permit on the bases that the Committee has not approved the design, location, specifications or elevation.

No building shall be located nearer the lot lines than the setbacks shown on the Final Plat.

3. No noxious or offensive trade or activity shall be carried on upon any of the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of view of other Lots and the street.

4. No garage or other outbuilding, no shack or other temporary structure, no trailer, no tent and no basement (other than a basement which is part of a completed dwelling house) shall be either used permanently or temporarily as a residence. Garages containing unfinished living quarters in an upper level or loft shall not be subject to this restriction. Garage door must be kept shut when not in use.

5. Lawns shall not be cleared more than sixty (60) feet from the foundation line of any building. No healthy trees greater than six (6) inches in diameter will be removed without approval of the Committee.

6. Care shall be taken to prevent and control erosion in the sloped and ravine areas of the Properties.

An erosion control plan must be submitted for any building or structure that will be under construction for the period from October 1 through April 1. If this plan is not adhered to, the Committee has the option to do so at the owners expense if not complied to within 10 days of a written notice.

7. Easements for installation and maintenance of utilities and facilities are reserved as shown on the Final Plat. 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

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of utilities 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 these easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

8. Except for management of the affairs of the Association, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on the Properties: provided, however, this restriction shall not be construed to prevent an Owner from (a) maintaining his professional library

therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therein. Such uses are expressly declared customarily incident to the principal residential use and not in violation of any restrictions under this section.

9. All driveways shall be a minimum width of 12 feet and be concrete construction when less than 150 feet in length. Driveways in excess of 150 feet may be asphalted. ALL driveways shall be built not later than thirty (30) days after a new dwelling is occupied, weather permitting. All driveways shall extend from the street to the garage.

10. No permanent outside clothesline shall be erected, placed, or allowed to remain on the Properties.

11. No signs of any kind shall be displayed to the public view upon any Lot other than one (1) sign of not more than five (5) square feet advertising the property for sale, or two (2) signs) of not more than five (5) square feet apiece be used by a builder to advertise the property during construction of a residence.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they do not become an unreasonable annoyance or a nuisance to other residents.

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13. No truck of any kind that requires a "truck license" with GVW exceeding 5,000 pounds, no boat or trailer and no unlicensed vehicle shall be parked or permitted to remain on any street or Lot unless the same is enclosed by a garage and not exposed to view. Trucks making deliveries or present in connection with service, repair or construction within the Properties are excepted. Conventional passenger cars may be parked on streets for periods of no longer than twenty-four (24) hours and in private driveways for unlimited periods of time. The purpose of this restriction is to preserve the overall appearance and integrity of the neighborhood and to eliminate on-street parking wherever possible. The Committee may have such vehicles removed at the owner's expense, after a three (3) day notice has been posted on the vehicle. Said cost or any legal fees may become a lien against the property.

14. Except with the prior written approval of the Committee, no exterior television or radio antenna or towers or satellite dish or ground station of any sort shall be placed, allowed or maintained on the Properties.

15. Unless otherwise approved by the Committee in writing, no solar heat panels shall be allowed. No metal, fiberglass, or similar type material awnings or patio covers shall be permitted without Building Committee approval.

16. All fuel tanks shall be buried in the ground and installation and maintenance thereof shall comply with all Federal, State and Local regulations.

17. Subject to U.S. Postal Regulations, the Developer will provide to the Builder at the developer's actual cost, a uniform type of mailbox to be maintained by the Owner. No other mailboxes or newspaper boxes will be allowed.

18. Outlot D is for the sole purpose of a City maintained Lift Station serving Wildcat Valley Estates and Foxwoods subdivisions. Upon completion and acceptance of the Lift Station and sanitary sewer system it will be deeded to the City of Lafayette.

19. The Board of Directors may promulgate further rules and regulations concerning the Lots. Copies of rules and regulations shall be furnished by the Board to the Owners 30 days prior to the time they shall be effective.

20. No lots shall be subdivided and developed. If a Lot owner also owns one or more adjoining lots, he may sell all or any part of his extra lot or lots to the owner of a lot adjacent to the parcel to be conveyed, but by doing so the lot or part of the lot conveyed will become part of the

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buyer's adjacent lot and the part not conveyed will become or remain part of the seller's adjacent lot and both seller and buyer must thereafter develop, occupy and sell their entire parcels as single lots.

21. All construction shall be completed within nine (9) months from the start thereof and grading and the lawn shall be completed within one (1) year from the start of construction. During construction, no unnecessary building materials, large piles of fill or trash shall be permitted to remain on any lot in the subdivision. Dumpsters must be used for the removing of building materials.

All surplus excavated soil shall remain within the subdivision and placed at the direction of the developer.

22. All utility lines in the subdivision, including electrical, water, telephone and TV Cable, shall be buried underground. The only exception being existing overhead lines in place prior to development.

23. Trailers, or mobile homes, with or without wheels, wagons and non-operative motor vehicles, including junk cars, shall not be permitted to be parked on any Lot, or anywhere in the subdivision, and the Homeowners Association may cause the same to be removed, at the owner's expense. No garage, modular home, basement, camping trailer or tent shall be used, either permanently or temporarily as a residence on any Lot.

24. Street lights fees shall be maintained by the Association.

25. The streets are hereby dedicated to the public.

26. Maintenance of Stormwater drainage systems including pipes, structures and pond area, along with erosion, insect and weed control, outside the county right-of-way, shall be the responsibility of the Association.

27. Due to the topography of this development, maintenance of slopes greater than 1 to 3 within and outside the county right-of-way are the landowners responsibility. Maintenance deemed necessary by the County Engineer or representative thereof to preserve the integrity of county maintained areas, may be at the landowners expense provided an estimate in writing has given the landowner the opportunity to do so themselves within 30 days.

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28. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

29. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set for below. All Dwelling unity to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The following lots have flood protection grades above mean sea level as follows: Lots 2-13, 63, 64, & 67-71. The elevation will be 558.0 MSL, which is

two (2) feet above the projected 100 Year Frequency Flood in the area according to the DNR report dated 10/9/87.

30. Fires. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street, roadway, or Lot in this subdivision. No outside incinerator shall be kept or allowed on any Lot.

31. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which more than six (6) feet in diameter and is 18 inches deep shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Committee. Tennis courts shall be permitted only with the prior written approval of the Committee.

32. Modular-type construction shall not be permitted in the Development; however, pre-fabricated home components such as walls, roof trusses, etc., shall not be considered modular-type construction. No ALL pre-fab homes.

33. Fences. All fences shall meet the following standards:

1. Maximum height of four (4) feet. Pool fences, where required, shall be of greater heights and shall be a decorative type, (black iron or aluminum picket style fencing: with some screen landscaping on the sides exposed to the streets.

2. No solid face construction.

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3. Must be shadow box, chain link with green vinyl covered, or black iron or aluminum picket style.

4. Wooden fences must be painted or stained to blend with the house.

5. For non-corner lots no fence shall be installed between the front building setback line and rear face of the house. For corner lots no fence shall be installed between the front building setback line and the side and front of the house facing the two respective streets.

34. All front Elevations. Shall be fifty percent (50%) masonry or brick on the first floor, exclusive of doors, windows and gables. All side elevations of homes on corner lots which face the street shall have a minimum of three (3) feet of masonry or brick height, exclusive of doors, windows and gables.

35. The resident or owner of any such lot shall not block or hinder any surface water or subsurface water drainage or runoff, nor shall do anything to disrupt, obstruct or retard the natural flow of any surface water or subsurface water without the approval of the Committee. Further, each resident or owner of each lot shall maintain that portion of any tiling and subsurface drainage systems located on their particular lot.

36. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the Tippecanoe County Building Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Tippecanoe County Building Administrator.

37. Right of Entry. The Committee and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Developer, the Committee and the Association with respect to their enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Committee, and the Association and such representatives shall not be deemed to have committed a trespass as result thereof. Notwithstanding the foregoing, an unoccupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five days prior to such entry.

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PROPERTY RIGHTS

OWNERS' EASEMENT OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Area, subject to the following provisions:

1. the right of the Association, in accordance with its Articles and By-Laws, to borrow for the purpose of improving the Common Area.
2. the right of the Association, through its Board of Directors, to determine the manner of use of the Common Area by the members.

DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family or contract purchasers who reside on the property.

HOMEOWNERS ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more or less than one vote be cast with respect to any lot.

CLASS B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2002.

3. The Developer, by platting additional nearby tracts, may add additional lots as members of the Association.

4. BOARD OF DIRECTORS. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. The initial Board of Directors shall be appointed by the Developer and shall manage the affairs of the Association until the Developer transfers control of the Association to the Owners when three-fourths (3/4) of all of the Lots in the entire Development of all phases of Wildcat Valley Estates have been conveyed to Owners, or earlier if the Developer states so in writing.

5. REMEDIES. By accepting title, each lot owner agrees to abide by the decisions of the Homeowners Association and Development Control Committee, and in the event of a dispute concerning a decision or action by the said Committee of Association, the lot owner agrees to and does indemnify and hold harmless said Committee and/or Association against any claims, demands, damages, suits, liabilities, costs or expenses, including Court costs and attorney's fees, arising out of such dispute.

COVENANT FOR MAINTENANCE ASSESSMENTS

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owner within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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PURPOSE OF ASSESSMENTS. The assessments leveled by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

ANNUAL ASSESSMENT. Shall be determined by the Board of Directors and voted in by two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

INSURANCE

The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, and all Owners against liability for the development, occupation or use of the Common Area by any person.

GENERAL PROVISIONS

ENFORCEMENT. The Association, Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

ANNEXATION. Additional residential property and Common Area may be annexed to the Properties with the consent to two-thirds (2/3) of each class of members.

EXCEPTIONS. The Committee reserves the right to grant exemptions to these covenants.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers this 5th day of January, 1994.

BAUMCO, INC.
By: Steve Baumgartner, President

ATTEST:
Leslie A. Baumgartner, Secretary