

INDIANBROOK ESTATES DEED RESTRICTIONS

As a part of a general plan for the development of the real estate shown on the foregoing plat previously recorded, as a residential area, and for the common advantage and benefit of the purchasers of any of the lots shown on said plat, the amended restrictions, covenants, reservations, liens and charges are hereinafter set forth. Each and all are for the common benefit of said property and for each owner thereof, shall inure to and pass with said property and each and every parcel thereof, and shall apply to and be binding upon the purchasers and successors in interest. The restrictions, covenants, reservations, easements, liens, and charges applicable to each tract, or parcel shall inure to the benefit of and be enforceable by the purchaser or purchasers of every tract, lot or parcel and their successors in interest or by the Indianbrook Homeowners Association upon resolution of its Board of Trustees.

The tracts, lots and parcels of real estate shown and described on the plats are and shall be held, transferred, sold and conveyed subject to the following conditions, restrictions, covenants, reservations, easements, liens and charges:

1. The words "Lots" or "Building Site" or residences shall be construed to mean and shall refer to one or more Lots shown in the foregoing plat.
2. Said Building Sites shall be used and occupied solely and exclusively for private residential purposes by a single family, including family servants.
3. Buildings or structures other than one family residence shall not exceed two and one-half stories in height, together with customary out buildings such as private garages, home workshops, and home greenhouses and incidentals to the residential use of such Building Sites shall be erected, maintained or permitted upon any Building Site. Any outbuildings must conform in style and architecture to the appearance of the house.
4. All buildings shall be constructed of new material and no building or other structures whatsoever erected elsewhere shall be permitted to be moved upon any Building Site without the written approval of the Architectural Committee. hereinafter referred to.
5. No building or structure of any kind shall be located on any Building Site nearer than thirty (30) feet from the front property line or nearer than ten (10) feet from the side property line (except on corner Lots where no structure shall be located nearer than (30) feet from the street side property line). The restrictions as to the distance at which buildings shall be placed from the front, side, and rear Lot lines shall apply to and include porches, port- cocheres, and other similar projections. All residential structures located on Building Sites must front on a street, excepting that structures on corner Lots may be located diagonally thereon.
6. A. No one floor residential structure shall be erected on any Building Site, which shall have a ground floor area, exclusive of porches, garages, and basements, which shall be less than 2,000 square feet. The same square footage shall be required on tri-level structures in the main floor plus the upper level plus one-half the finished lower level shall be added to obtain the square footage. Residential structures of two stories shall be a total floor area, exclusive of porches, garages, and basements of not less than 2,000 square feet unless further restricted by deed. These restrictions shall be binding on all structures constructed after the implementation date of these revised Covenants.
If a residence is destroyed by fire or any other such disaster, the residence must be reconstructed with at least the same square footage as when originally constructed.

B. The following shall apply to section 8 only: No one or two floor residential structure shall be erected on any building site, the habitable floor area of which exclusive of basement, open porches and garages shall be less than 2,500 square feet. The same square footage shall be required on tri-level structures and the main floor plus the upper level plus one-half the finished lower level shall be added to obtain the square footage. The exterior of all structures shall consist of real wood and/or masonry construction. The roofing materials shall be wood, asphalt, or glass shingles. All gutters and downspouts shall be metal or plastic. All chimneys shall consist of masonry construction.

C. The following shall apply to section 10 only: No one-floor residential structure shall be erected on any Building Site, which shall have a ground floor area, exclusive of porches, garages, and basements, which shall be less than 2,000 square feet, plus a closed two car garage. The same square footage shall be required on tri-level structures in the main floor plus the upper level plus one-half the finished lower level shall be added to obtain the square footage. Residential structures of two stories shall be a total floor area, exclusive of porches, garages, and basements of not less than 2,000 square feet unless further restricted by deed. All chimneys shall consist of masonry construction or masonry veneer.

7. Buildings or other structures shall not be erected, placed or altered on any Building Site unless the building plans, specifications, and plot plan showing the location of such building have been approved in writing by an Architectural Committee composed of three individuals who shall be appointed by the Indianbrook Homeowners Association. The Architectural Committee shall consist of the developer or his agent, President of the Board and third person appointed by the Board. Approval will be based upon the building or structure's conformity and harmony of external design with the existing structures in the subdivision and as to the location of the building with reference to topography and finished ground elevation.

Members of the Architectural Committee shall be appointed by a vote of the Executive Board of the Indianbrook Homeowners Association on an annual basis. After the initial election of the members of the Architectural Committee, members shall serve a three (3) year term with one new member being elected each year to provide continuity and experience on the Architectural Committee at all times.

8. A. Walls, fences, or hedges shall not be erected or placed on any Building Site between the front property line and the rear wall of the residence without prior approval of the Architectural Committee. No fences, decorative or otherwise shall be constructed or installed without the prior written approval of the Architectural Committee. "Privacy", "stockade" or similar visually obstructive fences three (3) to six (6) feet shall not be permitted on any Lot. Further, no fenced dog runs will be permitted on any Lot. Privacy screens and fences can be installed around a patio if attached to the house.

B. The following shall apply to section 10 only: Walls, fences, or hedges shall not be erected or placed on any Building Site between the front property line and the rear wall of the residence without prior approval of the Architectural Committee. No fences, decorative or otherwise shall be constructed or installed without the prior written approval of the Architectural Committee. No "Privacy", "stockade" or similar visually obstructive fences three feet (3') or taller shall be permitted on any Lot. Further, no fenced dog runs will be permitted on any Lot. Privacy screens and fences can be installed around a patio if attached to the house.

9. No animals, except common household pets shall be kept, bred, or maintained upon any Lot for any commercial purpose, and common household pets shall not be kept, bred, or maintained on any Lot in unreasonable numbers, as may be determined by the Indianbrook Homeowners Association, from time to time. Each owner shall be responsible for cleaning up any unclean or unsanitary condition caused by said pet. All pets maintained on a Lot must be kept either within an enclosure, yard, or patio. No pit bull or rottweiler dogs shall be permitted on any Lot. No animals shall be kept on Lots not improved by a residence.
10. No automobile or motor-driven vehicle may be left upon any Lot or any street abutting any Lot for a period longer than seventy-two (72) hours in a condition such that it is incapable of being operated upon the public highways, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and must be removed. Any towed vehicle, house or travel trailers, campers or motor homes, boat or boat trailers, snowmobiles or snowmobile trailers, jet skis or jet ski trailers, or any other such type of equipment regularly stored upon any Lot, or temporarily kept thereon for periods longer than seven (7) days, shall be considered a nuisance and must be removed. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within any attached garage. No commercial vehicles may be parked, stored, or temporarily kept on any Lot or any street abutting any lot except when stored wholly within private garages, or except when there temporarily to service existing improvements or to be used in connection with the construction of improvements on a Lot.

11. Signs, posters, displays, or other advertising device of any kind shall not be displayed to the public view on any Lot except such signs as may be used in connection with the development of the property and sale of Lots, and except for: (a) One (1) "for sale", "for lease", or "for exchange", sign of reasonable size [but not exceeding six (6) square feet]; and (b) political signs of reasonable size for two (2) weeks prior to an election of [but not exceeding four (4) square feet per sign), which shall be promptly removed the day following the election.
12. No oil, gas, or water wells shall be drilled nor shall any mining or commercial excavating operations of any kind be conducted on any Building Site.
13. No trade or activity of a business nature shall be carried on upon any Building Site which may be or may become an annoyance or nuisance except for a home office.
14. Water used for air conditioning, from down spouts, or from drainage tile shall not be discharged into the sanitary effluent lines. Preferably all such water must be discharged into splash blocks.
15. Off street parking must be provided at each home site for at least six (6) automobiles, two (2) of which can be in the garage and the balance of which can be in the driveway. Parking shall not be permitted in grassy areas or on any unpaved portions of a Lot, except when driveway is being repaired, resealed, or replaced.
16. All easements for utility purposes is hereby expressly reserved to Indianbrook West Company. the present Owner of all Building Sites and to its successors and assigns and to the purchasers of any Building Sites, their heirs, executors, administrators, and assigns, over and across the rear of all Building Sites as shown on the plat sheet for Indianbrook Estates.
17. Every home must be constructed by a building contractor engaged in the home building business full-time. No residence may be occupied until completed. All residences shall be completed within one year.
18. Owners of each Lot shall be prohibited from filling or obstructing roadside swales.
19. Aboveground pools shall not be erected, constructed, or installed on any site.
20. All shrubs, trees, grass, and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Foundation, planting and balance of lot shall be graded and seeded no later than 180 days after completion of the residence.
21. No portion of the property shall be used or maintained as a dumping ground for rubbish or other similar material and all materials from construction shall be picked up weekly. All garbage and other similar materials shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall be stored no closer to the front of the lot than the front walls of the dwelling and shall be screened from view. In addition, no exterior lights shall be permitted, the principal beam of which shine upon areas other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of other Lots by the residents thereof. No speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

22. Lots, residences or other improvements shall not be permitted to become overgrown, unsightly or to fall into disrepair. All residences and improvements shall at all times be kept in good condition and adequately painted or otherwise finished in accordance with the specifications established by the Architectural Committee.
23. As of the date of the acceptance and recording of these restrictions and covenants, every person or entity who becomes a homeowner or thereafter becomes an Owner of a Lot within the subdivision shall be a dues-paying member of the Indianbrook Homeowners Association. All memberships in the Association shall apply to the residence owned by each member. Memberships in the Association shall be assignable, only to the person or entity to whom the title of the residence has been transferred. Ownership of such residence shall be the sole qualification for membership in the Association. The Association may adopt a membership fee to be collected at the time a new Owner purchases a residence and may adopt an annual membership fee, all by a majority vote of the members attending a duly called meeting for that purpose.
24. Every person who now or hereinafter owns or acquires any rights, title or estate in any residence shall be considered to have agreed to every restriction contained herein whether or not a reference to these restrictions is contained in the instrument by which person acquired an interest in said property.
25. The foregoing restrictions, covenants and conditions shall run with the land and shall be binding on all future Owners of all Building Sites and all persons claiming under them until January 1, 2010. After that time said restrictions, covenants, and conditions shall be automatically extended for successive period of ten (10) years, except Owners of three-fourths majority of the residences, in writing, may change, modify, alter, amend, or annul any of the restrictions, reservations or conditions at any time.
26. Should any one or more of the foregoing restrictions, covenants, or conditions at any time in the future be held illegal, void, or unenforceable, such fact shall not in any way impair the validity of any of the other restrictions, covenants, or conditions, all of which shall remain in full force and effect.

The above deed restrictions are representative of those on file at the Allen County, Ohio Records office and are provided for your reference. The actual deed restriction on file for your property can be requested from the Allen County Recorder.

