

RESTRICTIVE COVENANTS
BRITTANY CAHASE PLANNED DEVELOPMENT

JAN 19 2005

*Robert A. D...
AUDITOR OF TIPPECANOE CO.*



Kimbarlin L.L.C., begin sole owners of the residential planned development known as Brittany Chase, Located in Tippecanoe County, Indiana, more particularly described on Exhibit A attached hereto and incorporated here in by reference, does here by fix and declare forever, for public use, all of the streets and ways on said plat, and does hereby fix and declare the following covenants to be applied in this subdivision.

A. The Land use shall be in conformity with general zoning ordinance of the County of Tippecanoe, Indiana. Furthermore, notwithstanding anything to the contained herein, there shall be no amendment of the Covenants without the prior approval of the Tippecanoe County Area Plan Commission and the Lafayette City Council through the planned development rezoning process, which includes the possibility of consideration as a minor modification by the Administrative Officer of the City of Lafayette.

B. No building shall be located nearer to the lot line or nearer to the side street line than the building setback lines shown on the recorded plat.

C. No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two (2) and six (6) feet above the road ways shall be placed or permitted to remain on any corner lot within the triangular area formed by 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 with ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tress shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. No fence or shrub planting of over thirty-six (36) inches in height shall be permitted on any lot from front lot line to building setback line.

D. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

E. No trailer basement, tent, shack, garage, barn, or other outbuilding erected in the addition shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. The lots in this subdivision are fixed as one family dwelling lots and shall not be further subdivided nor divided by plan development. Lots shown on the Final Plat with an "S" symbol, denote the ability for that particular lot to have a minimum of a one car attached garage.

G. Easements as shown on the recorded plat and marked "Easements" are reserved for the use of sewers and/or public utilities for the installation of poles, ducts, wire, lines, and mains, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said stripes of land, but the owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the public utilities, and to the rights of the owners of other lots in the subdivision.

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I. All recreational vehicles, trailers, boats, busses, or trucks must be stored in a garage or suitable permanent building erected for the purpose.

J. All swing sets, trampolines and recreational equipment must be set up in the backyard only.

K. No vehicular access easements have been platted along Lot #200 thru #207 on Daugherty Drive; Lot #32 on Cliburn Drive. Lot #33 on Kelvin Drive and Lot# 192 on Osborne Drive. These non-access easements are enforceable by the Area Plan Commission and irrevocable by the lot owners.

L. In consideration of the City of Lafayette, Indiana for permitting the Developer to connect, at his request, to the City sewage and City water systems and for other good and valuable consideration, the Developer, being the fee simple owner of all the real estate to be serviced, for itself and its successors-in-interest, hereby waives all rights to object to annexation or resist any proceeding for annexation commenced either by the City of Lafayette or others and does hereby consent to any such annexation of such by the City of Lafayette of all or any part of the Real Estate within the serviced areas at any time after recording of these covenants.

M. No fences shall be built in the front yards in this subdivision, nor shall any fences be erected in the back unless Paragraph H shall be complied with. In no event shall a fence exceed six (6) feet in height.

N. Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted, or accelerated.

The foregoing covenants, restrictions, and conditions shall run with the land and shall be binding on all parties owning or claiming any interest in any lot, thereof, in said addition and all persons claiming under them until January 1, 2008, at which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of majority of the then owners of the lots, it is agreed to change or abolish said covenants in whole or in part. Covenants F above may only be amended, changed or abolished with the consent of the Area Plan Commission.

If said parties, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages therefore.

Invalidation of any one of these covenants by judgment or decree shall not in any way affect the other provisions which shall remain in full force and effect.

EXHIBIT A

LEGAL DESCRIPTION (62.376 acre remnant)

A part of the Northwest Quarter of Section 10, Township 22 North, Range 4 West, Wea Township, Tippecanoe County, Indiana, more particularly described as follows:

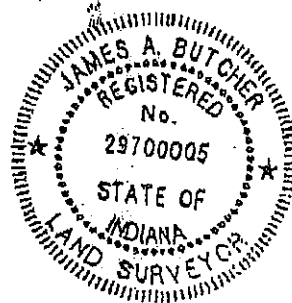
Commencing at the southwest corner of the Northwest Quarter of said Section 10; thence North 00°41'23" West, along the western line of said Northwest Quarter, a distance of 655.63 feet to the POINT OF BEGINNING; thence North 00°41'23" West, continuing along said western line, a distance of 2,012.42 feet to the northern line of said Northwest Quarter; thence North 89°11'28" East, along said northern line, a distance of 257.65 feet to the centerline of the main track of the CCC and St. Louis Railroad; thence South 58°41'50" East, along said centerline, a distance of 1,688.70 feet to the eastern line of the DCI Development, LLP real estate described in Document Number 9823317 in the Office of the Recorder of Tippecanoe County, Indiana; thence traversing the eastern lines of said real estate the following five (5) courses: (1) South 20°35'12" West, a distance of 412.46 feet; (2) southeasterly, along a non-tangent curve to the right having a central angle of 68°32'39", a radius of 170.00 feet, a chord bearing of South 35°08'28" East, a chord length of 191.46 feet and an arc length of 203.37 feet; (3) South 00°52'09" East, a distance of 339.25 feet; (4) southerly, along a tangent curve to the left having a central angle of 29°35'31", a radius of 230.00 feet and an arc length of 118.79 feet; (5) South 00°52'09" East, a distance of 140.84 feet to a northern line of said DCI Development, LLP real estate; thence South 89°54'30" West, along said northern line and the extension thereof, a distance of 1,680.46 feet to the POINT OF BEGINNING, containing 62.376 acres, more or less.

Subject to all easements, restrictions and right-of-way of record.

SURVEYOR'S CERTIFICATE

I, James A. Butcher, a Registered Professional Land Surveyor of the State of Indiana, do hereby certify that the above description was prepared by me or under my direct supervision.

CERTIFIED BY: James A. Butcher
James A. Butcher, L.S. # 29700005



CERTIFICATION DATE: January 23, 2002
PREPARED FOR: DF Properties
TAX KEY NUMBER: 162-15705-0099