

CONDITIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS

**For
Prominence Place Phase 1**

1. Use: Each lot shall be used for single-family residential purposes only: appropriate auxiliary structures such as gazebos, screened summer houses, greenhouse, may also be built on each lot.

2. Residence:

a. The following are required minimum square footages for the primary residential structure:

i. The ground floor area for the purpose of these restrictions shall be determined from the area of the residence measured from the outside of the building foundation exclusive of open porches, breezeways, garages, chimney and eaves.

ii. Single-family residences of one story in height shall have a ground floor area of not less than 1,200 square feet.

iii. Single-family residences of one and one-half story and two-story in height shall have a ground floor area of not less than 800 square feet and a total square footage of not less than 1,400 square feet.

b. All roof pitches shall be a minimum ratio of four (4) feet rise to twelve (12) feet of run (4/12).

c. All eave overhangs shall be a minimum of twelve (12) inches on all sides of the home.

3. Prohibited Building Styles: Split level, bi-level, tri-level, modular construction, mobile homes, or HUD code manufactured homes shall not be permitted upon any lot within the subdivision. State code modular homes will be allowed. No used structures will be relocated or placed on any lot.

4. No Temporary Structures: No structure of a temporary character, such as trailers, basements, tents, shacks, garages, barns or other out-buildings shall be used on said land at any time as a residence either temporarily or permanently. No residence shall be occupied prior to completion and there shall be no temporary living quarters constructed on said land.

5. Prohibited Activities: No manufacturing, noxious, illegal, or offensive activities shall be carried on upon said land. Nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

6. Trash Removal: All trash shall be kept in sanitary containers and out of sight and under cover except on days of trash collection. All equipment and containers for the storage or disposal of such materials shall be kept in a clean, sanitary and functional condition. No trash shall be burned on the premises. No yard incinerator for the disposal and burning of trash is permitted.

7. Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on said land, except that dogs, cats or other normally recognized household pets may be kept

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provided that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance or interfere with the use by other owners of their lots.

8. Subdivision of Lot Prohibited: There shall be no subdivision of any lot, or lots, nor any sale thereof in parcels, except a portion of a lot may be sold to an adjoining lot owner if no new lot is created. For the purpose of these conditions and restrictions, all adjoining lots, or parts thereof, owned and used as a single building site, shall be considered one lot, and the boundaries so established by such common ownership shall be considered the only lot lines for the purpose of these conditions and restrictions.

9. Garages and Driveways Required: Every dwelling shall have an attached garage for the off street parking of a minimum of two vehicles and every dwelling shall have a driveway. All driveways shall be paved (asphalt, brick or concrete) and a minimum of sixteen feet in width.

10. Parking and Vehicles: No trucks larger than one-ton pickup may be parked on any lot. No campers, motor homes or boats shall be stored in any driveway or on any lot, except that a separate hard surfaced area adjacent to the end of the house containing the garage may be provided for such a purpose. No disabled or inoperable vehicles shall be kept on said land for more than three working days while arrangements are being made to have it repaired. Except for service deliveries, no parking of automobiles or trucks is permitted in the streets.

11. Disposals Required: All dwellings erected on said land shall be equipped with a mechanical device for grinding and disposal of food wastes. Such device shall be located in the kitchen and connected to the sewer.

12. Sidewalks: Within thirty (30) days after completion of the dwelling (weather permitting), or within one (1) year from purchase date if no home is constructed, all lot owners shall be responsible for the cost of installation and maintenance of sidewalks required by the City of Ellettsville as outlined on the final plat. Concrete contractors must obtain approval of the Developer prior to commencement of work.

13. Landscaping and Street Trees: Within thirty (60) days after completion of the dwelling (weather permitting), or within one (1) year from purchase date if no home is constructed:

a. the lot owner agrees to have the yard sown with grass seed and to have sufficient foundation planting installed to cover the foundation of the front, and thereafter, to maintain shrubbery and the lawn.

b. the lot owner shall be responsible for the cost of installation of street trees required by the Town of Ellettsville as outlined on the preliminary plat.

14. Tanks: No bottled gas or oil tanks are permitted in the subdivision.

15. Maintenance of Ditches, Culverts and Banks: Lot owners shall maintain the ditches and banks along property lines adjacent to any street or private road and maintain culvert pipe under his driveway clear of mud and debris so as to not impede the flow of water. The

size of such culvert pipes shall be adequate to allow the passage of water without blocking the drainage ditch or causing water to back up or stand.

16. Underground Utilities: All telephone, electrical and cable television or similar connections from the utilities lines shall be underground from the street unless deemed impractical, in writing, by the utility company.

17. Easements on Plat: All lots are subject to any and all easements including utility easements, as shown on the plat. The strips of land that are shown on the plat and marked "Easement" are owned by the owners of the lots that they respectively affect, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines and wires. Buildings or other structures shall not be erected or maintained in these easements.

18. Setback Lines: No building or permanent structure shall be closer than ten (10) feet on the garage side and ten (10) feet on the opposite side from the property boundaries, except the street boundary, and no closer than twenty-five (25) from the street or private road right of way. Front and side yard setback lines as shown on the plat are hereby established. Between these setback lines and the boundary lines of lots, easements and public ways, no building or other structure shall be erected or maintained, but said areas can be used for utility purposes.

19. Retention Pond and Creek: Lot owners with a retention pond or creek shall be required to maintain the retention pond or creek and keep it free of debris with no restriction of water flow.

20. Swimming Pools: Only in-ground pools are allowed.

21. Clotheslines: No permanent clotheslines shall be installed on any lot.

22. Antennas and Satellite Dishes: No electronic antenna, satellite dish or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any of the lots, residences or buildings constructed in this subdivision. Television antennas and satellite dishes not exceeding two (2) feet in circumference shall be attached to the residence, however the location shall be restricted to the rear of the house or to the rear of the roof ridge line, cable or centerline of the primary residence so as to be hidden from sight when viewed from the front street.

23. Completion Timeline: From the beginning date of construction, the residence shall be completed within twelve (12) months.

24. Duration: These Covenants shall run with the land and shall be binding on all parties and all persons claiming under them.

25. Amendments: Amendments to these Conditions, Restrictions And Protective Covenants shall require a written instrument executed by a majority of all recorded lot owners. Owners of multiple lots shall have one vote for each lot owned.

Signed and sealed this 2nd day of December, 2021, by Valu-built Construction LLC,
Declarant.

Robert G. Double

Robert G. Double, Member

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

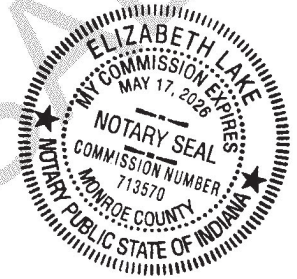
Before me, the Undersigned Notary Public, in and for the said County and State, personally
appeared Robert G. Double, Member of Valu-built Construction LLC, and acknowledged
the execution of the foregoing for the purposes therein expressed.

Witness my hand and seal this 2nd day of December, 2021.

Monroe
County of Residence
[Signature]
Notary Public Signature

5-17-26
Commission Expires

ELIZABETH LAKE
Notary Public Printed



This document was prepared by Robert G. Double. All efforts were made to remove or
redact any Social Security Numbers.

**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.**

Beth Lake
Name