

**Declaration of Covenants, Conditions and Restrictions
Of
Deer Run Subdivision Section Six**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 25th day of June 2010, by Kenton L. Robinson and Roberta D. Robinson ("Declarants").

RECITALS

The declarants are the sole owners of the fee simple title to the Real Estate located in Monroe County, Indiana.

The declarants intend to sell the Real Estate and to restrict its use in accordance with a common plan designed to preserve the value and residential qualities of the Real Estate for the benefit of its future owners.

NOW, THEREFORE, the declarants declare that the Real Estate shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions set forth in this Declaration expressly and exclusively for the use and benefit of the Real Estate and of each and every person on entity who now or in the future owns any portion or portions of the Real Estate. The provisions of this Declaration shall run with the land and shall be binding upon the declarants, and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Real Estate or portion of the Real Estate subject to this Declaration, and shall inure to the benefit of declarant's successor in title to all or any portion of the Real Estate.

COVENANTS AND RESTRICTIONS

1. All lots in sold sub-division shall be known and described as residential lots. All residential lots shall be sold and used solely for residential purposes.
2. No dwelling shall be permitted on any lot of less than 1200 square feet plus an attached 2 car garage.
3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat.
4. Every dwelling shall have a concrete driveway from the street to the garage. Parking for residents shall be off the street with space provided for two cars per dwelling.
5. For the purpose of the above covenants, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that

this shall not be construed as to permit any portion of a building on a lot to encroach upon another lot.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.
8. No structure shall be moved on to any of sold lots. All structures erected on sold lots shall be newly erected thereon.
9. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot. One sign, of not more than five feet, advertising the lots for sale may be used. The developer may erect a temporary information sign during the construction and sales period. This restriction does not apply to the sub-division entrance sign.
11. 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 provided that they are not kept, bred, or maintained for any commercial purposes. Household pets kept by an Owner shall not be permitted to run free or to roam at large at any time. All animals or pets, when permitted outside the residence or fenced area, must be under the direct control of the Owner or responsible person through use of a leash or similar restraint.
12. No lot shall be used or maintained as a dumping ground or rubbish, trash, garbage, or other waste material, and such items shall not be kept except in sanitary containers out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Yard incinerators for the disposal or burning of trash are not permitted.
13. All dwelling units shall be equipped with a mechanical device for the grinding and disposal of garbage and waste in the kitchen through the sewer drain.
14. All sewage disposal shall be connected with the sanitary sewer system of the Town of Ellettsville, Indiana. No septic tanks or cesspools are permitted.
15. No wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or

permitted to remain on the corner lot within the triangular are formed by the street property lines and a line connecting them at points 25 feet from line intersection of the street line, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

16. No fences shall be erected or maintained in front of the building setback line.
17. No material or refuse shall be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course except that clean fill may be placed neater provided that natural water course is not altered or blocked by such fill.
18. There shall be no sub-division 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 joining lots, or part thereof, owned and used a building site, shall be considered on 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.
19. Outbuildings shall not exceed 80 square feet of floor space.
20. Enforcement shall be by proceedings al law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.
21. Invalidation of any one of these covenants by judgments or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.
22. Robinson Construction Management Inc. shall have the right to review and approve of all proposed construction in Deer Run Sub-division.
23. All lots in this addition are reserved for one-family residential use. No building or any part thereof erected on any lot shall be used for any commercial purpose whatsoever, except that Robinson Construction Management Inc. so long as it owns a lot in Deer Run Subdivision, including additional phases of development as may be annexed into Deer Run Subdivision as provided here below, may maintain a sales and marketing office on a lot. The size, design and configuration of such office shall be solely within the discretion of Robinson Construction Management Inc.

24. Notwithstanding any provisions contained herein to the contrary it shall be expressly permissible for Robinson Construction Management Inc. to maintain, during the period of construction and sale of Lots, upon any portion of the properties which Robinson Construction Management Inc. owns, such facilities as in the sole opinion of Robinson Construction Management Inc. may be reasonably required, or be convenient or incidental to the construction and sale of his Lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices and business offices.
25. Except for houses located on corner lots, the main roof gable end shall not face toward the street unless prior written approval is obtained from Robinson Construction Management Inc. Houses where the foundation is exposed above 8" finished grade level shall have said foundation facing the street(s) painted, covered with siding, or veneered with either stone, brick or split face block, unless waved in writing by Robinson Construction Management Inc.
26. All utilities shall be underground.
27. Any motor vehicle, which is inoperative, and not being used for normal transportation shall not be permitted to remain on any Lot.

IN WITNESS WHEREOF, the Declarants have executed this Declaration on the date and year first above written.

By: Kenton L. Robinson By: Roberta D. Robinson
 Kenton L. Robinson Roberta D. Robinson

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.

STATE OF INDIANA)
) SS:
 COUNTY OF MONROE)

Michael Carter

Name

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 25 Day of June 2010, at which time Kenton L. Robinson and Roberta D. Robinson personally appeared and acknowledged the execution of the above and foregoing Declaration of Covenants, Conditions and Restrictions of Deer Run Subdivision Section Five to be a voluntary act and deed.

My Commission Expires:

4/24/2016



Rick Coppock

Rick Coppock Notary Public
 A Resident of Monroe County