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**PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS AND EASEMENTS**

**FOR
JADE CROSSING SUBDIVISION
ST. JOSEPH COUNTY, CITY OF SOUTH BEND, INDIANA**

The plat of which is recorded as Instrument Number **0415098** in the office of the Recorder of St. Joseph County, Indiana.

All the lots in said Subdivision shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations. And changes hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said Subdivision; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Subdivision, their respective legal representatives, heirs, successors, grantees, and assigns. The owner, or owners, present or future, of any land or lot, included in said Subdivision shall be entitled to injunctive relief against any violation on or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation thereof: but there shall be no right or reversion or forfeiture of title resulting from such violation. The restrictions and limitations imposed upon said Subdivision are as follows:

1. LAND AND USE AND BUILDING TYPE. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars. No lot or lots shall be used for any purpose other than as a single-family residence except that a home occupation defined as follows may be permitted: any use conducted entirely within the residence dwelling and engaged solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and which does not change the character thereof and in connection with which there is: (a) No sign or display of any sort indicating from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling: (b) No commodities are sold upon the premises: (c) No person is employed other than a member of the immediate family residing on the premises; and (d) No mechanical or electrical equipment is used in the home occupation. In no event shall a barber shop, styling salon, beauty parlor, massage parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, nor any endeavor related to the repair, maintenance, alteration, or construction of any form of motor vehicle or trailers of any sort be construed as a home

occupation nor shall such be permitted. The sale and display of goods for sale to the public is prohibited on any lot except that any owner may hold a public sale for charitable purposes or a public garage or rummage sale on his lot-provided that such public sale does not exceed two (2) consecutive days in duration occurs only during day light hours, and that the frequency thereof by any lot owner does not exceed four (4) times annually. No continuous public or private sale of any sort shall be permitted.

2. DWELLING SIZE. A. GENERAL RESTRICTIONS. No dwelling, shall be permitted on any lot with a living floor area of the main structure exclusive of one-story open porches and garages of less than the following number of square feet for the following types of dwelling, unless a variance from this building requirement shall have been approved in writing by Jade Crossing, LLC., an Indiana corporation (Developer). In specific given areas, minimum square footage well be as follows:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch Style	1000 square feet
2-Story	1400 square feet

Other style homes, square feet area, to be determined by Developer. Architectural Control shall apply to all structures (see paragraph #28)

B. GARAGES. All dwellings must have a full-size attached garage, which is capable of storing at least two (2) automobile but not to exceed space for three (3) automobiles.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the right-of-way line than the minimum building setback lines as shown on the recorded plat. No building shall be located nearer than five (5') feet to any side lot line and having a total combined width of two (2) side yards of not less than ten (10') feet or per local codes. No dwelling shall be located closer than twenty-five (25') feet to any rear lot line, or per local codes. For the purposes of this covenant, eaves, sheds and open porches shall not be considered as part of the building, provided however, that this shall not be construed so as to permit any portion of a building on a lot to encroach upon another lot, nor violate any building code.

4. EASEMENTS. There are strips of ground variable in width. as shown on this plat and marked "Easement" reserved for use as roads and for the use of mains, poles, ducts, lines, and wires, overland drainage flows subject at all times to the proper authorities and to the easement herein reserved. No permanent structures shall be erected or maintained upon said strip of land except as noted in paragraph #5, regarding screening of non-access easements. No changes shall be made in the grading of any lot areas used as drainage swales as initially provided which would alter the flow of the overland storm drainage runoff, but owners of lots in this sub-division shall take their titles subject to the rights of the public utilities. All utility pedestals and transformers shall be erected on easements so provided.

5. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat and are noted as "non-access easements". Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections" planting, shall be retained and maintained throughout the length of areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a screen fence or landscaping, or utilities or draining facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities. In addition, on all lots, no screen planting over thirty-six (36") inches high shall be permitted between the building a setback line and front lot line. Provided, further, that the only perimeter fencing permitted shall be a split rail (3) rails high, not to exceed four (4') feet high as used by the developers throughout the addition, or privacy fence of not more that (6') feet and must conform to present architectural standards as set by the style of home thereon built, unless a variance from this fence requirement shall have been approved in writing by the Developer.

6. NUISANCES. 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 in the neighborhood.

7. TEMPORARY STRUCTURES. No structure of a 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. In ground pools shall be permitted when a privacy fence is installed, maintained with a neat appearance, and blends in with the established home. No aboveground pools shall be permitted unless approved in writing by the Developer.

8. DETACHED BUILDINGS. The construction and placement of any detached storage structures to be used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property must be of a quality construction and must be maintained in attractive and neat appearance and blend with the established home. Developer shall have the authority to require protective screening around these structures.

9. DRIVEWAYS. No stone or cinder driveways shall be permitted. All driveways are to be a minimum of sixteen (16) feet wide and must be constructed of asphalt or concrete. If constructed of asphalt, the depth of the asphalt shall be at least three (3") inches thick. If constructed of concrete the driveway shall be at least four (4") inches thick. Circular drives in front of homes (if any) may be a minimum of nine (9') feet wide.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for one sign of not more that five (5) square feet Advertising the property for sale or rent, or a sign of any dimension used by a builder to advertise the property during the construction and sales period. There is reserved by Developer, its successors and assigns, the right to construct signs as they desire in order to foster the development or promotion of the entire, and to affect sales of, lots or structures in said development.

11. PETS, LIVESTOCK, AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the

subdivision, except that no more than two (2) animals including, but not necessarily limited to domesticated dogs, cats, or other domestic household pets may be kept, provided that they are not kept, bred or maintained for domestic human consumption nor for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner. No pet shall be permitted to run free without the presence and supervision of its owner. All owners must use a leash when walking a pet, and must clean up after said pet. No exotic animals shall be permitted nor shall any animal known as a breed to have a reputation for ferocity or brutality be permitted. Specifically prohibited are any member of the breed or breeds of dog known categorically or commonly as "Pit Bull Terriers". Pets shall be kept indoors and no pet shall be kept chained or tied outdoors except temporarily and for periods not in excess of four (4) daylight hours during any one day period, unless approved in writing by the developer.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting 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 within ten (10') feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. COMPLETION DATE. The construction and finish, both, interior and exterior, of any structure must be completed within a period of one (1) year from the date of commencement of construction, or be thereafter completely removed both above and below the ground and the foundation and basement excavation be refilled with appropriate fill material as approved by the Developer compacted, raked, and re-seeded with grass seed. The side, front and rear yards of each lot having upon it a completed dwelling unit shall be graded to a final finish grade conducive to adequate drainage and shall be planted with grass seed or sod. Each lot containing a completed dwelling shall, within one hundred twenty (120) days following the completion of the structure or the structure is occupied as a home, whichever is earlier, as soon as seasonal conditions permit, be appropriately landscaped. With the exception of the Developer and of bona fide homebuilding contractors previously approved by the Developer, no owner shall own more than two (2) contiguous lots in the subdivision. Each lot must have a single family residential structure completely erected thereupon within two (2) years of the original conveyance of the platted lot, whether or not subsequently conveyed or reconveyed within the two (2) year period except that owners of two (2) contiguous lots may erect a single residence of a size and design approved by the Developer of at least one and one-half (1 1/2) times the minimum size criteria for a

structure erected upon a single lot as set forth elsewhere herein. Subject to the replatting thereof in compliance with the Subdivision Ordinances of St. Joseph County, Indiana or other appropriate jurisdiction, any owner of two (2) contiguous lots must erect a dwelling structure so that the building extends across the common lot line of his lots depicted upon the original plat thereof with such common lot line roughly dividing the building in halves. Extensions of time for compliance under provision may be granted by the Developer in writing at their discretion upon the submission of a written request from any lot owner specifying the compelling reasons for the grant of such extension of time for compliance.

15. FUEL STORAGE TANKS. All oil or fuel storage tanks must be installed underground or concealed within the main structure of the dwelling, basement or attached garage.

16. LOT DIVISION. There shall be no subdivision or sale of any lot by a homeowner for the purpose of building an additional dwelling.

17. UTILITIES, ANTENNAS, AND SATELLITE DISHES. All public utility services, located either in the streets or on any lots, including but not limited to potable water, sanitary sewerage, storm sewerage, electricity, natural gas, telephone service, and cable television, shall be located underground. All street or lot lighting shall be situated on posts and shall not have service lines visible except that electrical transformer or telephone connection housings belonging to the appropriate public utility and erected in or upon the utility easements shall be permitted to be located above ground. No outside above-ground communication, television, A.M., F.M., C.B., or short-wave radio antennas, large satellite dishes, or other structures of any type shall be erected or maintained on any lot or structure in this subdivision. A small dish not larger than twenty-four (24") inches is allowed if discretely hidden as well as possible with shrubbery. To assure the enforcement of these restrictions, the Developer, for itself, its successors and assigns, hereby specific that these restrictions:

(a) Prohibit the erection and use on any lot of overhead wires, poles, and other facilities of any kind, including but not limited to those associated with electrical, television, cable, or telephone service, or from poles and overhead wires around the perimeter of the subdivision or development. Nothing herein should be construed to prohibit street lighting or ornamental yard lighting if serviced by underground wire or cable.

(b) Require that the owner of any dwelling erected on the property install an electric service entrance of sufficient capacity and design to meet present and reasonable anticipated future requirements of the occupants in accordance with the engineering standards of the electric utility company which service entrance shall be installed or sufficiently screened by landscape materials so as not to be visible from the street upon which the dwelling faces.

(c) Require owners to assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement, or expansion of the underground service facilities.

(d) Require accessibility to all easement areas in which underground service is located for the purpose of installation, operation, maintenance, or replacement of any equipment associated with such utilities.

(e) Require that the owner of any building erected on any lot pay any cost for underground service laterals from easements or streets to the dwelling and for tap fees or other connection fees for water sanitary sewer, electricity and natural gas.

18. RECREATIONAL AND COMMERCIAL VEHICLES. The storage, sale, construction, modification or extended repair of personal automobiles, recreational vehicles or any kind of boats, aircraft, snowmobiles, motorcycles, or motorized tricycles is strictly prohibited and the use of unregistered or unlicensed vehicles of any sort on any public or private thoroughfare, easement, or right-of-way in the subdivision is expressly prohibited and will be subject to prosecution pursuant to the codes and regulations of St. Joseph County. No recreational nor commercial vehicles of any sort whatsoever (including but not necessarily limited to camper, trailers, trucks, snowmobiles, boats, or aircraft) may be kept in open areas in this subdivision, or in the public or private thoroughfares, easements or right-of-ways in the subdivision whether such open areas are on or off the lot of any lot owner. No lot, street, drive, cul-de-sac or any other area of the subdivision shall be used for the storage or display for public sale of such vehicle. For purposes of these restrictions, recreational vehicles are defined as any form for wheeled or motorized vehicle other than commercial trucks and conventional automobiles including, but not necessarily limited to trailers, campers, fifth wheels, aircraft, boats, motorcycles, mopeds motorized scooters, or any other form of motorized or wheeled conveyance. All conventional automobiles must be parked or kept on paved drives and in garages and, no motor vehicle of any sort whatsoever may be stored or display, whether temporarily or permanently in any open area of any lot unless approved in writing by the developer.

19. PRIVATE GARDENS, TREE REMOVAL. The cultivation of a private herb or product garden by any lot shall be permitted provided that in no event, shall the area of any such garden plot exceed one percent (1%) of the total area of the originally platted lot upon which such garden is maintained. There shall be no such garden permitted on any lot upon which there is no completed occupied dwelling. Such gardens shall be properly maintained and shall not be to become noxious, offensive, or overgrown. The location of such private herb or product gardens on any lot is at all times subject to the approval of the Developer and shall be limited to the rearmost fifteen (15') feet of any lot and shall not be visible from the street upon which the dwelling is located. There shall be no sale of garden produce from any street stand. The use of noxious, dangerous or offensive fertilizers or gardening chemicals is strictly prohibited as the storage or maintenance of any form of compost pile or the collection or spreading of natural fertilizer in any form on any lot or in any erected thereupon, The removal from any lot of trees greater than six (6") inches in caliper shall be subject to the prior approval of the Developer.

20. FIRES. No open fire of any kind, including the burning of construction debris and refuse, shall be permitted to burn at any time upon any lot, street easement, right-of-way or roadway in this subdivision. The burning of leaves, rubbish or refuse of any sort either in the open or in open barrels, frames, screens or fixtures of any kind on any lot or in any easement shall be strictly prohibited and strictly enforced.

21. AMENDMENT TO COVENANTS. It is expressly provided that Jade Crossing LLC, Developer, its successors, or assigns, shall have the exclusive right for a period of five (5) years from the date of recording hereof to amend any or all of the restrictions or covenants herein contained. Such amendment shall be evidenced by the recording of a written amendment signed and recorded in the office of the Recorder of St. Joseph County and shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot and shall also include the right to extend Developer's exclusive right to amend these restrictions. After expiration of Developer's exclusive right to amend, these restrictions and limitations may be amended at any time by the recording of such amendment executed by the owners of the fee title of not less than seventy-five-percent (75%) of the lots in the subdivision.

22. DURATIONS OF COVENANTS. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until December 2009 at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of the fee title of not less than seventy-five percent (75%) of the lots covered by these covenants or restrictions, it is agreed to change such covenants or restrictions in whole or in part.

23. SEPARABILITY OF COVENANTS. Invalidation of any one of the covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these restrictions shall remain in full force and effect.

24. ENFORCEMENT OF COVENANTS. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law any structure, is hereby vested in each owner of a lot in Jade Crossing, and in Developer, its successors and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants, herein, it shall be lawful for any other person or persons vested with the title to any of the lots hereinbefore described, its successors and assigns, or the Developer, to proceed either in law or in equity, against such person or person, violating or attempting to violate any such covenants, and to enjoin them from so doing to recover damages for such violation and to seek all other appropriate relief.

25. CONSTRUCTION. Construction of a dwelling by recognized contractor(s) shall be completed within the period stated in paragraph fourteen (14), unless a variance from this building requirement shall have been approved in writing by the Developer.

26. HOMEOWNERS ASSOCIATION. The Jade Crossing Homeowners Association, Inc.", hereinafter sometimes referred to as the "Association", which shall be an Indiana corporation, shall be created by the Developer acting on behalf of the owners and future owners of lots in this subdivision. Each owner of a lot this subdivision shall be a member of the Association and shall be entitled to cast one (1) vote at all meetings for each lot that is owned. The purpose of the Association is to manage, operate, maintain, improve and support financially all areas in the subdivision in the sole discretion of the Association or, until such time as the Association is created by the Developer, in the sole discretion of the Developer, and all related purposes as the membership deems necessary, including that of providing a means for the promulgation and enforcement of all rules and regulations necessary to the governing of the use and enjoyment of all-areas the subdivision and any common areas as may be conveyed to the Association. After its creation by the Developer, the Association shall conduct a meeting at least once each year to organize itself and to elect officers. The Association shall adopt By-Laws for its government and may levy and collect dues. The Association shall have the authority to impose and collect annual assessments for the operation, maintenance and improvement of all areas in this subdivision and for the purchase, operation, and maintenance of any and all machinery, equipment, services and common areas necessary to carry out such purposes; provided, however, that the total of such dues and assessments levied against any such lot shall not exceed One Hundred Dollars {\$100.00) per lot per year. Those assessments shall be levied equally on each lot in all Additions to and Sections of the recorded Plat of this subdivision. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. Any such assessments or annual dues shall be billed by the Association to the owner of each lot during the month of January of each year and shall be due and payable within thirty (30) days. All lots in the subdivision shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. Said dues and assessments, including interest, costs of collection and attorneys' fees, if any, as hereinafter provided, shall be a lien in favor of the Association upon the lot against which such dues and assessments are charged until discharged by payment or released by the Association, which lien may, but need not, be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Notwithstanding anything to the contrary herein, the Association need not file or record or send any notice with respect to any lien or liens or bring suit thereon within any time specified in the mechanic's lien statutes of the State of Indiana to enforce the same. The Association may, but need not, publicly record such notices of undischarged liens arising hereunder as deems appropriate and may, but need not, bring a separate independent action in any court to enforce payment of, or to foreclose, the lien created hereunder. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the President or Secretary of the Association showing the amount of such certificate and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate. The within above-described lien is subordinate to any first mortgage lien. The Association may also enforce the restrictions concerning accumulations of rubbish, weeds, or trash, and if any lot owner shall fail to properly maintain the area of his or her lot to the satisfaction of the Association, then the Association shall have the right to provide such maintenance and to

include the cost thereof as an assessment against the lot with respect to which said labor and material are furnished to its area, and said assessment shall be a lien upon the lot as provided in this Paragraph. The Association may also own any land for use by all or less than all the lot owners as a "common area". Any past-due annual dues, assessments, or other charges assessable hereunder shall bear interest at the rate of eight percent (8%) per annum commencing thirty (30) days after same become due and with attorney's fees, and shall be due and payable without relief from valuation and appraisal laws. The Association may be formed for, and engage such activities as may be beneficial to the Lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association, as defined in the Internal Revenue Code. Until such time as the Association is created by the Developer, the Developer, acting on behalf of the Association to be formed, shall be entitled to carry out the responsibilities assigned to, and enjoy and exercise the rights and powers granted to, the Association pursuant to these restrictions: provided however, that the total of such dues and assessments levied by Developer in such capacity to meet expenses to maintain the livability insurance, electric, maintenance and taxes on entry, etc ... to be divided equally between each lot owner per year so long as the Association has not been created and the Developer is acting such capacity of behalf of the Association to be formed. The Developer will also maintain the common areas, the entrance, and the retention areas until which time the Association is formed. It will be the responsibility of the Association to see to those areas at that time.

27. ARCHITECTURAL CONTROL. No building shall be erected or placed or altered on any lot until the construction plans of the structure have been approved by the Developer. The plans must show floor plan, quality of construction, materials, external design, location with respect to lot lines, topography and finished grade elevations. Two (2) sets of complete prints must be submitted and one (1) set will be returned to the owner. The Developer's approval or disapproval shall be in writing. Neither Jade Crossing Subdivision, Developer, nor any of their respective heirs, personal representatives, successors or assigns shall not be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Any person or entity who submits plans to the Developer agrees, by the submission of such plans, that she or he or it will not bring any action or suit against the Developer of Jade Crossing to act or recover any damages.

28. EFFECTIVE DATE. These restrictions and covenants shall be attached to and shall be considered a part of the plat of Jade Crossing, and shall become effective upon the date hereof.

Jade Crossing, LLC. an INDIANA CORPORATION

By: Lorri B. Cleland

Developer

ATTEST: _____

Lorri B. Cleland
Lorri B. Cleland, Member

STATE OF INDIANA)

Ss:

ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Lorri B. Cleland as member, Jade Crossing, LLC. an Indiana Corporation and acknowledged the execution of the foregoing document to be free and voluntary act and deed of said corporation and of themselves as officers of said corporation, for uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal

Day of July, 2004.



Commission Expires:

April 5, 2009

Linda M. Leblang
Linda M. Leblang