

PROTECTIVE COVENANTS

Newland Trails Subdivision

The undersigned, City of Elkhart and Garden Homes, being the owner of certain real estate described in Exhibit 'A' attached hereto and made a part hereof, and platted as "Newland Trails Subdivision" does hereby impose the following protective covenants and restrictions on said real estate for the purpose of establishing uniform development and enhancing the value of real estate to be built thereon:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling.
2. No building shall be erected, placed or altered on any lot until the construction plans, specifications, and a site plan showing the location of the structure have been approved by the City of Elkhart Department of Planning and Development as to quality of workmanship, materials, and external design with subdivision concept. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback unless similarly approved.
3. Outside storage of recreational vehicles that are greater than 24 feet in length, including boats and campers, shall be prohibited.
4. The utility elements shown on the plat are hereby set aside and reserved to the duly franchised public utility companies servicing the area with gas, electricity and telephone service, for the installation and maintenance of said utilities. The drainage easements shown on the plat are for the use of owners of lots in the subdivision to effect proper drainage facilities such as channels, swales, ditches, sewers, etc. Within said drainage easements, no structure, planting or other materials shall be placed or permitted to remain which may obstruct or retard the flow of water through the drainage facilities. The drainage easement are of each lot and improvements in it shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
5. 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.
6. No private well shall be installed or used on any lots of this subdivision. The municipal water system shall be the sole source of water for all purposes in this subdivision including irrigation.
7. HOMEOWNER ASSOCIATION. The Newland Village Homeowners Association, Inc., hereinafter referred to as the Association, which shall be an Indiana corporation, shall be created by Garden Homes and on behalf of future owners of the lots in this subdivision.

Each owner of a lot in Newland Trails 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 and to support financially all park area and all street lighting until such time as the Association is

created by the Developer, in the sole discretion of the Developer, and all purpose as the membership deems necessary. After its creation by the Developer, the Association shall conduct a meeting at least once each year to organize itself and to elect its 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 maintenance and improvements of the landscaped areas (lot one and the 9th street right-of-way). The total of the dues and assessments levied against each lot may not exceed fifty-five dollars (\$55.00) per lot per year. The \$55.00 annual limit may be increased only by a majority vote of the members. Those assessments shall be levied equally on each lot in all Additions to and Section of recorded Plat of Newland Trails Subdivision. Failure to pay said assessment 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 these Sections shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. The Association may also enforce the restrictions concerning accumulation of rubbish, weeds, or trash, and may own any land for use by all or less than all of 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 becomes 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 engaged in, such other 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 assessment levied by the Developer in such capacity against each lot shall not exceed fifty-five (\$55.00) per lot per year so long as the Association has not been created and the Developer is acting in such capacity on behalf of the Association to be formed.

IN WITNESS WHEREOF, The City of Elkhart Redevelopment Commission, has set their hand and seal this _____ day of _____, 200__.