



BERRY #12
8250

Summary of
CONDITIONS, RESTRICTIONS, RESERVATIONS, AND PROTECTIVE
COVENANTS FOR
BLUEGRASS ESTATES

The undersigned, David Esche and Kenneth Esche, (hereinafter referred to as Developers) does hereby make and adopt the following covenants, conditions, restrictions and reservations for the benefit, use and occupancy of the lots and lands comprising Bluegrass Estates, being part of the West Half of the Northeast Quarter of Section 27, Township 5 South, Range 12 West, lying in Robinson Township, Posey County, Indiana containing 23.924 Acres more or less, recorded January 17, 2007, as Instrument No. 200700241 in Plat Book _____, Page _____ in the office of the Recorder of Posey County, Indiana. Reservations are for the benefit and occupancy of the lots and lands comprising Bluegrass Estates which covenants, conditions, reservations, and restrictions shall run with the land and shall be binding upon all owners of the lots and lands in Bluegrass Estates in the manner and to the extent as set forth, to-wit.

1. No house or other building shall be built or altered on any lot in the Bluegrass Estates subdivision until the building plans, specifications and plot plan showing the location of such house or building have been approved by David and Ken Esche.
2. No building shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Subdivision Developer.
3. All lots and building plots in said Subdivision shall be erected, altered, placed, or permitted to remain upon any building plot or Subdivision lot other than one (1) single family dwelling with a private garage assigned for the housing of no more than three (3) motor vehicles.
4. Regulations governing the size and type of building are as follows:
 - a. A one-story building shall not have less than eighteen hundred (1,800) square feet of finished living area excluding garage, carport, and porches.
 - b. A two-story structure shall have at least one thousand four hundred (1,400) square feet of finished living area on the first floor.
 - c. Bi-level and tri-level structures shall have at least eighteen hundred (1,800) square feet of finished living space on the upper level excluding attached garage, carport, and porches.
 - d. Each dwelling shall contain an attached garage of sufficient size to house no less than two (2) vehicles.
5. All dwellings constructed in this Subdivision shall be stone or brick veneer, with wood, vinyl, or aluminum trim. Exterior shall be a minimum of seventy-five percent (75%) masonry.
6. All driveways shall be paved with concrete from a point where the driveway meets the street right-of-way to the front building line of each lot.
7. No dwelling shall be erected upon an area of ground smaller in size on one (1) full platted building lot. No construction of any residence shall begin until all local permits have been obtained and approved by the owner of the Subdivision.

8. Easements for the installation and maintenance of public utilities and drainage facilities are reserved and shown upon the recorded plats. All lot owners shall maintain said easement on their lot.
9. In addition to the main structure, outbuildings may be erected, upon any building plot or Subdivision lot so long as such building does not exceed the size of the main structure. Outbuildings may be constructed of wood, brick, vinyl, aluminum, or stone. Post buildings will also be allowed. Outbuildings must match in decor to coordinator with main stucture.
10. No structure of temporary character, mobile home, trailer, tent, basement, shack, garage, barn or other outbuildings shall be used on any lot in this Subdivision or any part thereof, at any time, as a residence whether temporary or permanent.
11. No structure built at another locations shall be moved to any lot in this Subdivision without the written permission of the developer.
12. No vehicle owned or in the custody or control of a resident of Bluegrass Estates shall be regulary parked on any street of this Subdivision and every owner of a residence in this Subdivision shall provide adequate facilities for off-street parking for all vehicles kept on the premises.
13. There shall be no fences permitted on any lot in the Subdivision that extend closer to the street located in front of any residence then in front of the residence itself. In other words, any fences will be confined entirely to side and back yars. Any fences must be approved by David and Ken Esche prior to commencement of construction.
14. All occupied lots shall be kept free from accumulated debris and trash of any kind.
15. No lot shall be subdivided into smaller lots.
16. Vegetable gardens will be permitted on lots in the Subdivision as long as the vegetable gardens are well kept and not offensive to the neighborhood.
17. No livestock or wild animals other than household pets shall be limited to two (2) dogs and two cats (2) so as not to become a nuisance to neighbors or to disturb the quiet enjoyment of other residents.
18. The conditions, restrictions, reservations and protective covenants hereinabove shall run with the land and shall be binding upon all parties owning or claiming any interest in any lot, and upon all persons claiming under orthourhg them for a period of twenty-five (25) years from the date or the recording of these covenants, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing by majority of the owners of the land has been recorded agreeing to change or ,waive any condition, restriction, reservation, or covenant, in whole or in part.

In Witness Whereof, Posey County, has caused this instrument to be duly executed by its owners, developers, Bluegrass Estates
by:

Name David Esche
Signed David Esche

Name Kenneth Esche
Signed Kenneth Esche