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COVENANTS AND RESTRICTIONS

Cottingham Estates

(Hamilton County, IN)

The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.

The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

DOS=10-5-09

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29.00
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COVENANTS FOR COTTINGHAM ESTATES

Signed and Dated December 3, 2001

Updated version from 1976

200200001706
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
01-07-2002 10:17 am.
DEC COV RES 29.00

It is agreed that the foregoing revisions, deletions, changes, and amendments to said protective covenants.

This protective covenants agreed upon by 3/4 of homeowners as known as Cottingham Estates.

In witness whereof, the undersigned

Board members have executed this instrument on the day and year indicated above.

President Ed Pierce Ed Pierce

Vice President Greg Troyer Gregory L Troyer

Secretary Jeff Foutty Jeff Foutty

Treasurer Dale Gray Dale Gray

Board member Joe Junker J. M. Junker

Board member Linda Flatt Linda A. Flatt

Board member Terry Sheets Terry Sheets

Board member Ken Solomon Ken Solomon

Board member Gene Hafley Gene Hafley



Nona A Decker

NONA A. DECKER
Notary Public, State of Indiana
My Commission Expires Nov. 08, 2009
Hamilton

Paid by Ed Pierce

5th Generation Redacted Copy
Of the
1976 Covenants of Cottingham Estates

Signed and Dated December 3, 2001

1. The undersigned, being the owners of not less than a two-thirds (2/3 rds) majority of the total lots in COTTINGHAM ESTATES, SECTIONS FIRST, SECOND, THIRD, and FOURTH, (define as what is in the plat book) a subdivision in Hamilton County, Indiana, recorded in the Office of the Recorder of Hamilton County, Indiana, do hereby agree to, and do change and amend the protective covenants of said subdivision as set forth in the Plat thereof in the following particulars:

First section: Plat Book 3, page 76	DEED - Book 149 page 640
Second Section: Plat Book 4, pages 35 and 36	Book 149 page 641
Third Section: Plat Book 4, pages 66 and 67	Book 149 page 642
Fourth Section: Plat Book 4, page 181	Book 149 page 649 Book 149 page 650 Book 149 page 651

2. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public.
3. In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all ensuring to the benefit of each and every owner of any lot or lots in said subdivision, their heirs and / or assigns, binding all the same each grantor and their heirs and /or assigns.
4. All lots in this subdivision shall be known and designated as residential lots.
5. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single family dwelling, which must have a minimum two car garage, and also other out-buildings usual and incidental to the use of such a residential lot.

6. No building, having an area larger than 144 square feet, shall be erected or moved upon any lot in this subdivision until building plans, plot plans, and specifications of such structure proposed have been approved in writing by the Board of Directors for Cottingham Estates. In the event that the Directors, shall fail to approve or disapprove plans and specifications within thirty (30) days after such have been submitted, said plans and specifications shall be deemed to have been approved.

7. The floor areas or livable square footage areas of a dwelling or residence constructed in this subdivision shall be:

- (a) The first floor (ground level) livable square footage area of a ranch-type dwelling shall be not less than 1670 square feet.
- (b) The first floor (ground floor) of a two story or Cape Cod dwelling type shall be 1070 square feet, with the livable square footage area in the dwelling to be not less than 1800 square feet.
- (c) The minimum total livable square footage area for a tri-level type dwelling shall be 1800 square feet with no less than 1200 square feet to be in the two (2) lower most levels.
- (d) The minimum total livable square footage area in a bi-level type dwelling shall not be less than 1800 square feet irrespective of the lower level.

8. The term "livable square footage" used herein as applied to all dwelling types shall include the outside dimensions of the dwelling. The garage, porch, patio, and basement areas are excluded as livable square footage.

9. No trailer, mobile home, motor home, tent, shack, attached shed, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. Visitors with motor homes or campers are not permitted to park at residences for longer than consecutive 21 days per each three-month period. Basements and garages may not be used as temporary or permanent residence while a house is under construction.

10. No boat, boat trailer, trailer, or camper of any kind (including but not in limitation thereof), camping trailers, or boat trailers shall be kept or parked upon said lot except within a garage or other approved structure or on the rear side of the lot as to be unseen from the street.

11. No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the plat, except with approval of the Board of Directors for Cottingham Estates. This covenant does not apply to invisible fences.

12. No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet. Where buildings are erected on more than one single lot this restriction shall apply to the sidelines of the extreme boundaries of the multiple lots. Each single-family dwelling shall have a rear yard of no less than 40 feet in depth.

13. No structure in the subdivision shall exceed 2 ½ stories or 25 feet in height measured from the finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

14. No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All residents shall have weekly trash service.

15. Private swimming pools may be constructed only on the rear half of any residential lot, no closer than 20 feet to any side or rear lot line, and shall be enclosed by a substantial protective barrier at least 42 inches in height, or as to meet local, state, and federal laws, which shall be adequate to protect persons, children or animals from danger or harm, and shall be equipped with latching and lockable gate. Existing fences do not have to be changed.

16. All motor vehicles belonging to members of a household shall have permanent parking spaces in garages, carports, or driveways. No disabled vehicles shall be openly stored on any residential lot. Only passenger vehicles, pick up trucks and light work vehicles not in excess of one ton shall be regularly parked in residential driveways. Visitor parking will be permitted in driveways or on the streets in Cottingham Estates. Vehicles requiring CDL license are not permitted to be permanently parked on the

will not be permitted on residential streets in Cottingham Streets. Residents and visitors will park in such a way as to not block driveways.

17. At no time shall any lot or parcel be stripped of its topsoil, trees, or allowed to go to waste by being neglected, excavated, unmowed, or having refuse thrown or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other materials used for building purposes, shall be stored upon any lot more than six months. Grass, weeds, trees, and other vegetation on each lot, including easements, must be kept mowed/trimmed at regular intervals. Trees should be trimmed so that they are not an obstruction to vehicular traffic.

18. There are strips of ground shown on the plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water, and sewer mains, poles, ducts, lines, wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strip of land. Owners of lots with easements in this subdivision shall take their titles subject to the rights of the public properties.

19. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restrictions or reductions, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

20. No residence or dwelling house or structure appurtenant thereto or any structure of any description whatsoever shall be used for the purpose of carrying on active trade or commerce with the public. Home based offices shall be permitted, however there shall not be any signage advertising said services.

21. No animals, livestock, or poultry of any description 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 commercial purposes. It is the responsibility of pet owners to control odors and noise of the animals so they are not a nuisance to neighbors. All dogs that are off their own property must be on a leash.

22. Front buildings setback lines are established as shown on this plat between which lines and the front lot line no building shall be erected, placed, altered, or permitted to remain.
23. All exterior construction shall be completed within six (6) months from the start of construction including two coats of paint or varnish on any wood surface. All grading, sodding, or seeding and reasonable landscaping are to be completed within one (1) year. During the period of construction the premises shall be kept and maintained in a sightly and orderly manner.
24. Until such time as a sanitary sewage system is installed in this subdivision, sanitary septic tanks with adequate absorption fields or dry wells shall be installed for each dwelling erected. Such septic tanks absorption or dry well shall be of such a type and construction and so located on the land as to be approved in writing by the Public Health Authorities. No other sanitary project or device for sewage disposal shall be permitted or used in this subdivision unless prior approval is obtained by the proper regulatory authorities. Residents shall maintain said septic systems. Septic systems may not leach water to the surface or create foul or offensive odors.
25. Complaints regarding violations of these covenants shall be submitted in writing. Variances to these covenants may be granted, provided the requests are submitted in writing to the Cottingham Board of Directors. Variances must receive a 2/3rd-majority vote of the Cottingham Board of Directors in order to be granted.
26. The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such a relief without being required to show any damage of any kind to any owner or owners by or through any such violation or attempted violation. Said provisions shall be and continue in full force and effect until by a vote of the then owners of a two-thirds majority of the total lots on this subdivision it is agreed to change the covenants in whole or in part. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.