

COVENANTS AND RESTRICTIONS OF LAKE LASALLE ESTATES
Additions # I, II, and III

1. Properties Covered - The properties covered in the covenants and restrictions hereinafter set forth are duly recorded in the Brown County Recorder's Plat Book as: Lake LaSalle Estates, Inc. - Addition Number 1 (Cabinet #1, Sleeve #14a), Lake LaSalle Estates, Inc. - Addition Number II (Cabinet #1, Sleeve #21a) Lake LaSalle Estates, Inc - Addition Number III (Cabinet #1, Sleeve #6a), and in the Brown County Auditor's Plat book as #10,000, Map #13 102 (Lake LaSalle itself), and the #'s 3 100, 10,100 and 10,200, Map #13 102 ("Common Properties"). Lake LaSalle Estates, Inc - Addition Number 4 (Cabinet #1, Sleeve #175a) shall not be covered by these covenants and restrictions, but shall remain under its current covenants and restrictions. For the purposes of these covenants and restrictions, any hereinafter reference made to Lake LaSalle Estates, Lots, or property shall not apply to Addition 4.

II. Lot subdivision - Further subdividing of any Lot after approval of these covenants and restrictions beyond that which is shown in the Plat Book is prohibited except that owners of a property of more than one (1) Lot may sell a fraction of that property but only to an adjacent Lot owner. No structure can be built or exist on a property of less than one (1) Lot as originally platted.

III. Authority to Enforce Covenants and Restrictions - The property owners of Lake LaSalle Estates through approval of the hereinafter set forth covenants and restrictions shall give the Executive Board of Lake LaSalle Property Owners Association, a duly elected organization to represent the interests of the members of Lake LaSalle Estates, the authority to enforce by any proceeding at law or in equity, the COVENANTS AND RESTRICTIONS OF LAKE LASALLE ESTATES, liens and charges now or hereafter imposed by these covenants and restrictions. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. At his/her choosing, any Lot owner may also enforce through legal means the aforementioned covenant and restrictions without consent or assistance of the Executive Board.

IV. Enforcement of the Covenants and Restrictions - The Executive Board shall annually appoint a committee to review and insure compliance of all matters concerning these covenants and restrictions. The committee shall report to the Board any violations or attempted violations of these covenants and restrictions. The board shall have the authority to hire the necessary legal and technical persons to litigate matters, and shall use the funds of Lake LaSalle Property Owners Association to compensate for such assistance. All court costs, including reasonable attorney fees, and other fees due to action brought to enforce any of these covenants and restrictions shall be assumed and paid by the Lot owner determined to be in violation. All parties agree that any legal matter shall be heard by the Small Claims Division of the Brown Circuit Court.

V. Severability - Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

VI. Amendment - These covenants and restrictions shall run with and bind the land in perpetuity unless an instrument signed by a three-quarters (3/4) majority of the then Lot owners has been recorded, agreeing to change said covenants and restrictions. Votes cast for approval or disapproval of amendments shall be based on 2 (two) votes per Lot as originally platted or 1 vote per one-half (1/2) Lot as originally platted.

VII. Covenants and Restrictions - These covenants and restrictions are to run with the land and shall be binding on any purchaser and all future owners of such real estate and all persons claiming under them. Upon approval of these COVENANTS AND RESTRICTIONS OF LAKE LASALLE ESTATES, any dwelling or permanent structure not meeting these covenants and restrictions on the date of the adoption shall be exempt. The following covenants and restrictions shall apply to Lake LaSalle Estates:

1. Purpose - The intention and purpose of these covenants and restrictions are to insure that the quality, property value and scenic beauty of Lake LaSalle Estates is maintained.

2. Use - All Lots shall be used for residential purposes only. All streets and roads are hereby dedicated to the public.

3. Any building erected, placed, or structurally altered on any Lot of Lake LaSalle Estates must meet the requirements of the following paragraph #'s 4, 5, and 6 and be approved by the appropriate committee of the Executive Board of Lake LaSalle Property Owners Association prior to construction. Failure to do so shall subject the Lot owner to appropriate sanctions of the Brown Circuit Court.

4. Building Type and Size - No building shall be erected, placed, structurally altered, or permitted to remain on any Lot other than one detached single-family dwelling (home), not to exceed two stories in height, excluding the basement level, and a private garage for not more than three (3) cars. The total housing area of each dwelling shall contain not less than fifteen hundred (1500) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages, and carports). A storage shed, not to exceed twelve (12) foot by sixteen (16) foot may also be constructed separate and apart from the residential dwelling. No structure detached from the dwelling shall be used for purposes of habitation. Any home which is not framed and constructed on site shall be prohibited. This shall include but not be restricted to homes currently known as "house trailers", "mobile homes", "modular homes", or any other type of dwelling which is transported to site in sections greater than 64 square feet.

5. Dwelling Construction -

- a. All construction must meet applicable building codes and be performed under proper building permits as required by the Brown County Planning Commission (or other responsible authority).
- b. Non-basement, exterior construction must be of a material other than concrete block. Each dwelling must be on a permanent foundation of concrete block or poured concrete.
- c. All units must have modern plumbing, electrical, and central heating systems.
- d. A sanitary system shall be provided and properly operated using a septic tank and absorption field, or other treatment system, in accordance with the applicable standards of the county and/or State Board of Health having jurisdiction thereof.

6. Building Set-Backs - The word "Lot" as used in these protective covenants and restrictions shall mean any of the said Lots as platted. All buildings must be located at or behind the front building line shown in the recorded plat and no closer than twelve (12) feet to an adjoining Lot line. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

7. Garbage and Trash - No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage or other waste shall be kept 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. The accumulation of trash, refuse, or other materials, including, but not limited to brush piles, piles of sawn lumber, building materials, furniture, appliances, unlicensed vehicles or parts thereof, in the open and visible from either the road or the lake, is prohibited.

8. Activities - The area shall not be used for game hunting or target practice with any type of firearm. No noxious or offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area.

9. Fences - No fences, walls or similar structures of over four (4) feet in height shall be permitted from the building set-back line to the front Lot line, or from the building set-back line to the lake, or between two adjacent Lots.

10. Signs - No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot or one sign of not more than five (5) square feet advertising the property for sale or rent, signs used by the builder prior to, during or after construction shall be prohibited.

11. Animals - 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 they are not kept, bred or maintained for any commercial purposes.

12. Vapor or fluorescent lights or any light of greater than 200 watts shall be prohibited unless they are directed down and shielded so as not to shine on a neighbor's property.

13. Assessments - Each owner of a lake-front Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Lake LaSalle Property Owners' Association annual assessments or dues by the 1st day of January of each year. The amount is to be set forth by the Executive Board and evaluated periodically. The annual assessment or dues together with interest at the statutory rate, cost, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessment or dues shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

The assessments levied shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Lake LaSalle Estates and for the improvement and maintenance of the lake and other common areas.