

**RESTRICTIVE COVENANTS  
FOR  
RAINEYBROOK SUBDIVISION PHASE 3**

Rbrook, L.L.C., an Indiana Limited Liability Company (hereinafter sometimes referred to as "Developer" and sometimes referred to as "Rbrook"), being the owner and developer of all the real estate platted as Raineybrook Subdivision Phase 3 in the County of Tippecanoe, State of Indiana, does hereby establish the following covenants, restrictions and conditions to govern the use and occupancy of the lots located therein:

The streets as shown on the recorded plats are now dedicated to the public for use as public highways. The easements as shown on the recorded plats are reserved for the purposes thereon indicated.

The covenants, restrictions and conditions governing the use and occupancy of the lots are as follows:

1. All lots shall be known and described as single family residential lots. No structures shall be erected, altered, placed or permitted to remain, on any lot, which are for any purpose other than single family residential use. All structures which shall be erected, altered, placed or permitted to remain on any lot, shall be in accordance with the provisions of these Restrictions.
2. No building, wall, fence or other structure shall be erected, or placed on any lot site until the building plans, specifications, and site plans, showing the location of structure, architecture, materials for the exterior construction of such building, and erosion control measures have been approved in writing as to the conformity and harmony of external design of the residence with other structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation by a Building Committee composed of William R. Davis and Russell E. Clayton, or by any one of them. In the event of resignation, or death of any member of said Committee, the remaining member(s) shall have full authority to appoint a new member with like authority.

In the event said Committee, or any one of the members, fails to disapprove, or approve, such design and location within thirty (30) days after said plans and specifications have been submitted to it; or in any event, if no suit to enjoin the erection of such building, or the

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

FEB 22 1999

*Robert A. Berglund*  
AUDITOR OF TIPPECANOE CO

making of such alterations has been commenced prior to the completion thereof; such approval will not be required and this covenant will be deemed to have been fully complied with. However, in such an event, any fence, or wall, shall conform without exception, in design and harmony with the external design of the dwelling.

None of the members of the said Committee shall be entitled to any compensation for services performed pursuant to the Covenant. The powers and duties of this Committee, and the members thereof, shall cease on and after January 1, 2015.

Thereafter, the approval described herein shall not be required, unless prior to said date, and effective thereon, a majority of the lot owners of the Subdivision, appoint representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

3. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Tippecanoe County Drainage Board and the requirements of all drainage permits for this plat issued by said Department.
4. The Developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 Storm Water Run-Off Associated with construction Activity, a copy of which is on file with the Developer. The lot owner agrees to take all erosion control measures contained therein as the plan applies to "land disturbing activity" undertaken by lot owner or lot owner's subcontractors, and agrees to comply with the terms of the Developer's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources, as amended from time to time.

It shall be the responsibility of each owner of each lot in this subdivision to comply with all regulations regarding land disturbing activities and soil erosion control during the construction of the residence upon the lot. In particular, the owner shall be responsible for complying with Step 1 through Step 6, inclusive, of the attached Exhibit B. The lot owner

shall further be responsible for controlling the activities of his contractors by requiring such items as silt fence, temporary gravel construction entrance, temporary seeding, inlet protection and other erosion control measures as may be necessary.

By assuming ownership of the lot, the lot owner thereby releases the Developer, the Building Committee, and the Developer's Engineer from all responsibility for land disturbing activities upon the lot. The lot owner shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by lot owner, lot owner's employees, agents, contractors or subcontractors.

5. No building shall be located nearer to the front lot line, nor nearer to any side street line, than the building set-back lines shown on the recorded plats. In any event, no building shall be located on any residential building lot nearer than twenty-five (25) feet from the dedicated rights-of-way of the streets, or from the dedicated cul-de-sacs, nor shall any building be located nearer than six (6) feet to any side property line.
6. No fence or wall, which obstructs sight lines at an elevation 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 street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. No trees shall be permitted to remain within such distances of such intersection, unless the foliage line is maintained at sufficient heights to prevent obstruction of said sight lines.
7. All lawns will be seeded and straw covered, sodded or otherwise protected, from erosion onto adjoining real estate, as shall be determined by the Building Committee heretofore designated.
8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Further-more, no unlawful or immoral use or activity shall be permitted on the tract.
9. No trailer, mobile home, camper, basement, tent, shack, garage, barn or other outbuilding, shall at any time be used as a residence, temporarily or permanently, nor shall any shelter be

used as a temporary residence, regardless of character. A camping trailer, camper or recreational vehicle may be stored, but not used for living purposes on the tract.

10. The structure erected, altered, placed or permitted to remain on any building lot, shall comply with the following requirements:
  - a. Each dwelling will have an attached garage. Such garage shall not be less than "two-car".
  - b. Each one story dwelling shall have a minimum of 1800 square feet of livable floor area. Each two story dwelling shall have a minimum of 2050 square feet of livable floor area. Livable floor area shall not include garages, basements, open porches and open breezeways.
  - c. Each dwelling shall be designed with a minimum of two (2) bathrooms.
  - d. All permanent driveways built on any lot shall be hard surfaced.
  - e. No boat, or travel trailer, or motor home of any description shall be stored on any lot exposed to view from the street or neighboring lot.
  - f. Satellite disks, TV antennas, or towers of any type, shall not be permitted on any lot. Overhead utility lines, including power and telephone, shall be held to a minimum and all service lines to the dwelling shall be underground.
11. No accessory outbuildings or fences shall be erected on any of the residential lots without the advance written approval of the Building Committee. All fences will be similar in design to that attached as Exhibit A. The Building Committee shall review all such requests pursuant to the standards and procedures set forth in Section 2.
12. Every single family dwelling, garage or other structure permitted to be constructed or to remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site graded, sodded or seeded and reasonably landscaped within one (1) year from the date of the commencement of construction thereof. During the period of construction of any structure on any lot, the lot

shall be kept and maintained in a sightly and orderly manner. No trash or other rubbish shall be permitted to accumulate unreasonably on any such lot.

13. No outside fuel storage tanks shall be permitted above ground. Any fuel tank permitted must be installed and maintained pursuant to the laws and safety regulations applicable thereto. No gasoline storage shall be permitted above or below ground in the Subdivision.
14. No unlicensed vehicle shall be permitted on any lot (unless stored in a garage and not exposed to view), street, or cul-de-sac, for more than twenty-four (24) hours. All automobile repairs for gain are prohibited, and if performed by owner for a member of that household, said repairs shall be performed in the garage and not exposed to view.
15. Any and all fences, or ornamental yard lights, or screening placed on the lot outside of the right-of-way or landscaping easements and which are furnished by the Developer, will be kept and maintained by the owner of the lots on which the same are placed or constructed, for so long as these Restrictions shall run. No change in location or in structure of any fences, yard lights or screening, will be undertaken by said lot owners without the prior written consent of the Building Committee heretofore designated. Ownership of said fences and lights and screening will be in the owner of each lot, subject to this condition.
16. Any parts of the dedicated street rights-of-way, which are not actually occupied by the pavement, gutters, curbs, and sidewalks, shall be maintained by the adjacent lot owners as a part of their lawns. Any gates, pillars, signs, landscaping, or other fixtures located within the landscaping easements or rights-of-way, or other items appurtenant thereto which are located within the landscaping easements or rights-of-way, shall be maintained by the Homeowner's Association.
17. All driveways built on any lot in this Subdivision shall be paved. A four (4) foot concrete public sidewalk shall be constructed by the owner of the lot who builds the residential structure on the lot, said sidewalk to be constructed per approved construction plans.
18. The streets as shown on said recorded plats are dedicated to the public for use as public highways. The easements as shown on said recorded plats are reserved for the purpose thereon indicated. No improvement of any type or description shall be erected or allowed within the areas designated as drainage easements, or retention areas on said plats. No

alteration shall be made in the topography within the drainage system, without the prior consent of the Tippecanoe County Drainage Board.

19. No improvement which has partially or totally been destroyed by fire or otherwise damaged shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
20. The owner of any lot in the Subdivision shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such owner shall:
  - a. Mow the lot at such times as may reasonably be required in order to prevent the unsightly growth of grass and weeds.
  - b. Remove any debris or rubbish, which may accumulate.
  - c. Keep the exterior of all improvements in such a state of repair or maintenance to avoid an unsightly appearance.
  - d. Maintain all fences in top quality condition, including replacement of damaged or rotten fence posts or panels. The Homeowners Association may enforce this provision by requiring either appropriate maintenance by the Owner or removal of the fence by the Owner.
21. No animals shall be kept or maintained on any lot in the Subdivision except usual household pets, namely dogs and cats, and, in such case, such household pets shall be kept reasonably quiet and contained, either on a leash or in a fenced area whenever outside, so as not to become a nuisance. No owner shall have more than two (2) household pets on any lot at any one time.
22. A no on-street parking restriction will apply to those lots whose driveways outlet on the circular portion of any cul-de-sac. This restriction will be enforced and appropriate signs erected by the Homeowners Association upon the Association's receipt of a request to do so by the Tippecanoe School Corporation. The request must be submitted to the Association through the Tippecanoe County Highway Engineer. The Tippecanoe County Highway Engineer must approve this request and the Tippecanoe School Corporation must provide

school bus pick-up service to these lots before the restrictions are to be enforced. The provision of school bus service means the pick-up of students at the points where the driveways outlet on the circular portion of the cul-de-sacs.

23. Direct vehicular access from any lots to and from U.S. 231 is prohibited. These restrictions shall be enforceable by the Area Plan Commission and irrevocable by the lot owners.
24. The Storm Water Drainage and Storm Water Detention Systems of Raincybrook Subdivision Phase 3 are to be maintained by the Rbrook Homeowners Association, Inc., its successors and assigns (herein sometimes referred to as the "Association" or the "Homeowner's Association"). Rbrook Homeowners Association, Inc. is, or will be, an Indiana nonprofit corporation organized and existing under the laws of the State of Indiana whose members are the developer and owners of the lots in Raincybrook Subdivision.
25. Each owner shall have a right and easement of use and benefit of the Storm Water Drainage and Storm Water Detention Systems which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
  - a. the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
  - b. the right of the Association to dedicate or transfer all or any part of the Storm Water Drainage System and Storm Water Detention System to any public agency, authority, or utility for such purposes.

Any owner may delegate, in accordance with the By-Laws, his right of use and benefit of Storm Water Drainage and Storm Water Detention Systems and facilities to his tenants, or contract purchasers who reside on the property.

26. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. on December 31, 2005.

27. The Developer, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges as determined and established by the Board of Directors of the Association, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Unpaid annual and special assessments, together with interest, costs, 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. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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 personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The assessments levied by the Board of Directors of the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Raineybrook Subdivision (and additional parts or other areas if added by Rbrook), including the care, preservation, supervision, improvement, maintenance and operation by the Association of all entryway signs, landscaping, the Storm Water Drainage System and the



Storm Water Detention Basin, together with its outlet and water level control structures, and of any park area and improvements situated thereon, including but not limited to: (1) the payment of taxes and insurance in connection therewith; (2) the repair, replacement and making of additions thereto; (3) the payment of the costs of labor and equipment and materials required, and management, supervision, maintenance and repair.

The Association shall be obligated to maintain, repair and/or replace, if necessary, the Storm Water Drainage and the Storm Water Detention Systems consisting of the Storm Water Detention Basin together with its outlet and water level control structures.

The owner of any lot in this section, or any future section of the subdivision, the Board of Commissioners of Tippecanoe County and/or the Tippecanoe County Drainage Board shall have the right to order the Association to carry out its obligation to maintain, repair and/or replace the landscaping, Storm Water Drainage System and Storm Water Detention System Improvements, as above provided, and to assess the owners of all lots in this section and future sections of the subdivision with the cost thereof.

As the initial annual assessment authorized above, until Board of Commissioners of Tippecanoe County and/or the Tippecanoe County Drainage Board accepts the Storm Water Drainage System, and Storm Water Detention System together with any detention basins, its outlet and water level control structure, there shall be an assessment of One Hundred Eighty Dollars (\$180.00) per year payable annually in advance per lot for the care, preservation, supervision, improvement, repair, maintenance and operation of the system and basin by the Association. Upon the acceptance by the Board of Commissioners of Tippecanoe County and/or Tippecanoe County Drainage Board of the Storm Water Drainage System and Storm Water Detention System as a legal drain, Sixty Dollars (\$60.00) of the One Hundred Eighty Dollars (\$180.00) annual assessment provided above shall terminate.

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Storm Water Drainage and Storm Water Detention Systems, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Written notice of any meeting called for the purpose of taking any action authorized hereinabove (special assessments) shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Both annual and special assessments must be fixed at a uniform rate for all lots.

The annual assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of the respective lot from Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Storm Water Drainage and Storm Water Detention Systems or abandonment of his lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such

sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The foregoing Covenants, Restrictions and Conditions shall run with the land and shall be binding on all parties owning, or claiming any interest in, any lot or part thereof in the Subdivision and all persons claiming under them, until January 1, 2021, at which time they shall be automatically extended for successive periods of ten years, unless, by vote of a majority of the then owners of the lots, it is agreed to change or abolish said Covenants, Restrictions and Conditions in whole or in part.

The owner and his successors and assigns shall have the right to institute and prosecute any proceeding at law or in equity against any person violating or threatening to violate the terms of these restrictive covenants. Any such person against whom such action is taken shall be responsible for the payment of all court costs, costs of collection, interest at the rate of one and one-half percent (1-1/2%) per month, and reasonable attorney fees of owner and his successors and assigns, in the event the court finds for owner or his successors and assigns. The failure for any period of time to compel compliance with any restrictions, conditions or covenants shall in no event be deemed as a waiver of the right to do so thereafter, and shall in no way be construed as a permission to deviate from said covenants, restrictions and conditions.

The Developer hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration, which amendments shall be in writing, executed by Developer, and recorded with the Recorder of Tippecanoe County, Indiana. No such amendment, however, shall restrict or diminish the rights or obligations nor disproportionately increase or enlarge the obligations of any Owner. Additionally, no such amendment shall impose additional obligations on any Lots conveyed to Owners prior to such amendment. Developer shall give notice in writing to such Owners of any amendments. Developer shall have the full right and authority to amend this Declaration to include additional real estate as part of Raineybrook Subdivision subject to the covenants, restrictions and standards herein contained.

The Developer, its successors and assigns, hereby waives any and all right to object to the establishment of the Storm Water Drainage System and Storm Water Detention System of Raineybrook Subdivision Phase 3 as a legal drain under the management and control of the Tippecanoe County Drainage Board and/or the Tippecanoe County Board of Commissioners.

Invalidation of any one of these Covenants, Restrictions and Conditions by judgment or decree in court shall not affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said **Rbrook, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of Indiana, has caused these RESTRICTIVE COVENANTS to be executed on its behalf, by its duly authorized officer this 12<sup>th</sup> day of February, 1999.

**RBROOK, L.L.C.**

BY:

  
\_\_\_\_\_  
William R. Davis, President

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF TIPPECANOE         )

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>th</sup> day of February, 1999, personally appeared **Rbrook, L.L.C.**, by its President, **William R. Davis**, who acknowledged execution of the above and foregoing Restrictive Covenants for Raineybrook Subdivision Phase 3 and the truth of the facts stated therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Printed:  
Notary Public  
County of Residence:

Shirley A. Lenehan  
Shirley A. Lenehan  
Clinton

My Commission Expires:

11-4-2006

This instrument was prepared by **Richard A. Boehning**, of the law firm BENNETT, BOEHNING & CLARY, 6th Floor, Lafayette Bank & Trust Building, 133 North Fourth Street, P.O. Box 469, Lafayette, Indiana 47902 - Telephone: (765) 742-9066

(R:Rbrook, L.L.C. 3272.7/Raineybrook SD Phase 3/Restrictive Covenants-Phase 3)

Return to: RBROOK L.L.C.  
745 CARDINAL DRIVE  
LAFAYETTE, INDIANA 47905

EXHIBIT 'A'

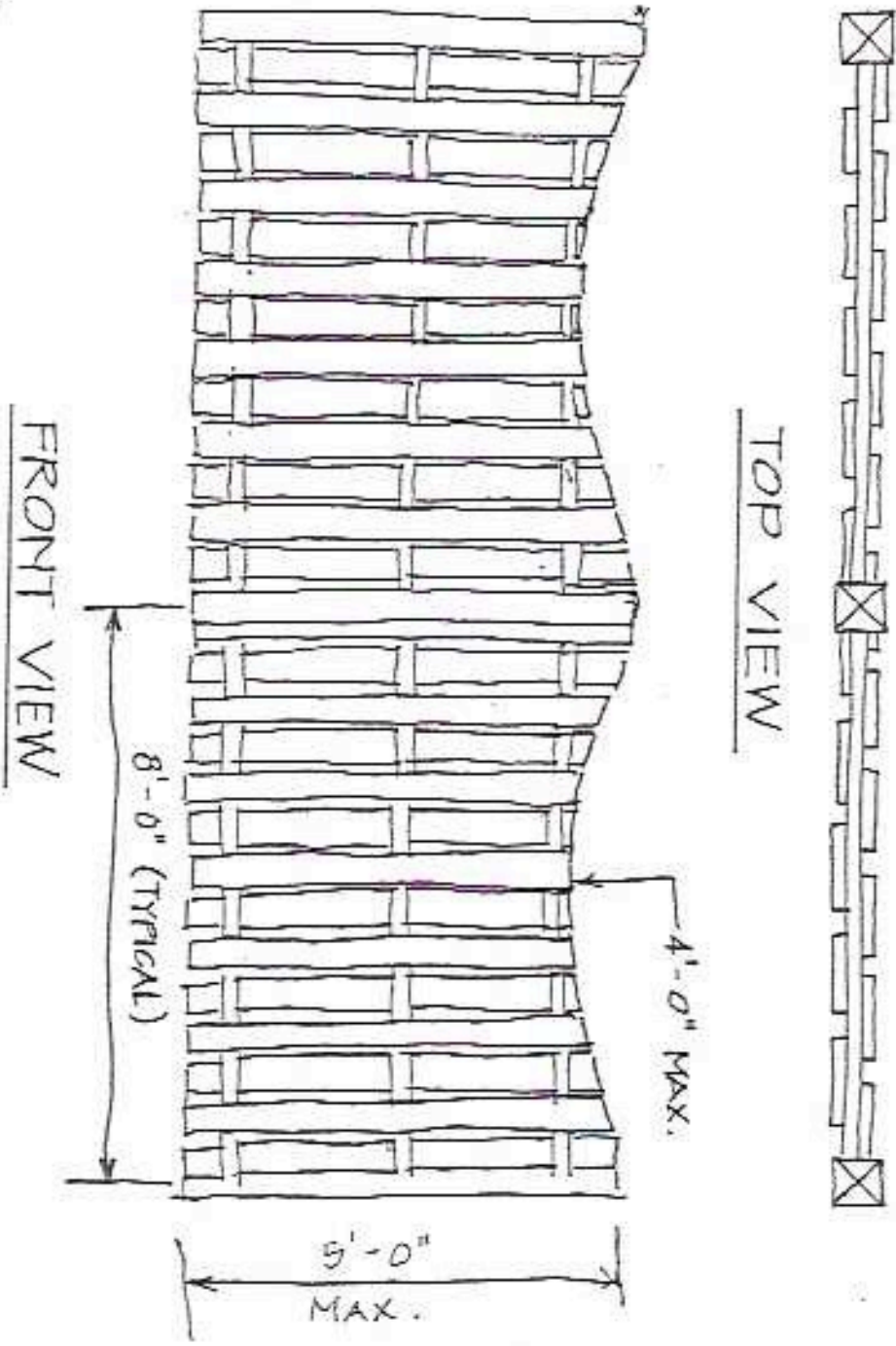


EXHIBIT 'B'

**Indiana Department of Natural Resources  
Erosion Control Guidelines**

	<b>Page</b>
• <b>Erosion Control for Builders</b>	1 - 3
• <b>Construction Sequence for Building Site Erosion Control Practice</b>	4 - 6
• <b>Exhibits</b>	7 - 10

## Erosion Control for the Builder

Soil erosion and resulting sedimentation are a leading cause of water quality problems in Indiana. Although erosion has long been associated with farming activities, it is also a major concern at construction sites if the disturbed land is left unprotected. Every phase of a construction project has the potential of contributing significant quantities of sediment-laden runoff. Therefore, as a site is developed, all who are associated with the project must do their part to control erosion.

This information deals with erosion/sediment control on an individual building lot. First it looks at some consequences of construction site erosion and presents four principles important for control. Next it addresses the issue of proper lot drainage. Then it presents the seven steps within a construction sequence that should result in effective erosion control. Also included are installation instructions for five commonly used building site erosion control practices as well as suggested references materials and sources of further assistance.

### Primary Concerns Related to Erosion and Sedimentation

- **Water quality.** Sediment is the number one pollutant, by volume, of surface waters in the State of Indiana. It impacts water quality by degrading the habitat of aquatic organisms and fish by decreasing recreational value and by promoting the growth of nuisance weeds and algae.
- **Local taxes.** Sediment that finds its way into streets, storm sewers, and ditches results in additional maintenance costs for local government.
- **Flooding.** Sediment accumulation in streams, lakes, and rivers reduces their capacity, which can result in increased flooding.
- **Property values.** Sediment deposits not only impair water quality but also damage property, thus reducing its use and value.

### Principles for Controlling Building Site Erosion and Sedimentation

Erosion control is important on any building site regardless of its size. Usually, the principles and methods for controlling erosion and reducing off-site sedimentation are relatively simple and inexpensive. Here are four basics to be followed when developing a building site:

- **Evaluate the site.** Inventory and evaluate the resources on the lot before building. Location of structures should be based, in large part, on the lot's natural features. Identify trees that you want to save and vegetation that will remain during construction. Also identify areas where you want to limit construction traffic. Wherever possible, preserve existing vegetation to help control erosion and off-site sedimentation.
- **Select and install erosion/sediment control practices.** Determine the specific ones needed and install them before clearing the site. Among the more commonly used practices are vegetative filter strips, silt fence, gravel drives, and runoff inlet protection.
- **Develop a practice maintenance program.** Maintenance of all practices is essential for them to function properly. They should be inspected twice a week and after each rainfall event. When a problem is identified, repair the practice immediately. Also, any sediment that is tracked onto the street should be scraped and deposited in a stable area. Do not flush sediment from the street with water.
- **Revegetate the site.** Do so as soon as possible. A well-maintained lot has a higher sale potential.

### Building Lot Drainage

The best time to provide for adequate lot drainage is before construction begins. With proper planning, most drainage problems can be avoided. This is important because correcting a problem after it occurs is usually much more difficult and costly. Here's what it takes to ensure good lot surface and subsurface drainage:



### Surface Drainage

- Position the structure a minimum of 18 inches above street level.
- Divert stormwater runoff away from the structure by grading the lawn to provide at least 6 inches of vertical fall in the first 10 feet of horizontal distance.
- Construct side and rear yard swales to take surface water away from the structure.
- Avoid filling in existing drainage channels and roadside ditches since that could result in wetness problems on someone else's property and/or damage to adjacent road surfaces.

### Subsurface Drainage

- Provide an outlet for foundation or footer drains and for general lot drainage by using storm sewers (where allowed), OR obtained drainage easements if you must cross-adjoining properties.
- If you cut through an existing field tile, assume that it carries water even if currently dry; therefore, reroute it (using the same size tile) around the structure or septic field, then reconnect it.

Note: see detail next page

### Reference Materials

Every building site is unique and poses its own potential erosion hazards. In many instances, additional or alternative control methods are necessary if the lot:

- Is adjacent to a creek, lake, or wetland.
- Has a slope(s) in excess of 6 percent.
- Receives runoff from adjacent areas.
- Has more than one acre of disturbed ground.

For information on other related practices, see the *"Indiana Handbook for Erosion Control in Developing Areas."* available from The Division of Soil Conservation, Indiana Department of Natural Resources, 402 West Washington Street, Rm. W265, Indianapolis, IN 46204-2748. For an order form, call the Division office at (317)233-3870.

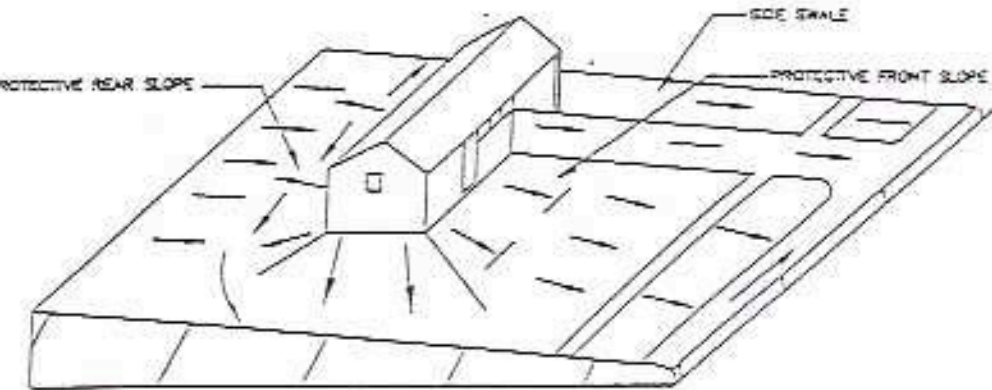
Another valuable reference when building a home is your county's detailed soil survey report. This contains information about soil hazards and limitations (such as wetness) that may need to be addressed at the time of construction. Single copies of the soil survey are available at your local Soil and Water Conservation District (SWCD) office.

The SWCD also provides free technical assistance regarding the management of soil and water resources.

### Local Erosion Control Ordinances

It is the responsibility of property owners and contractors to see that they are in compliance with state laws and local and county ordinances regarding construction site erosion and sediment control.

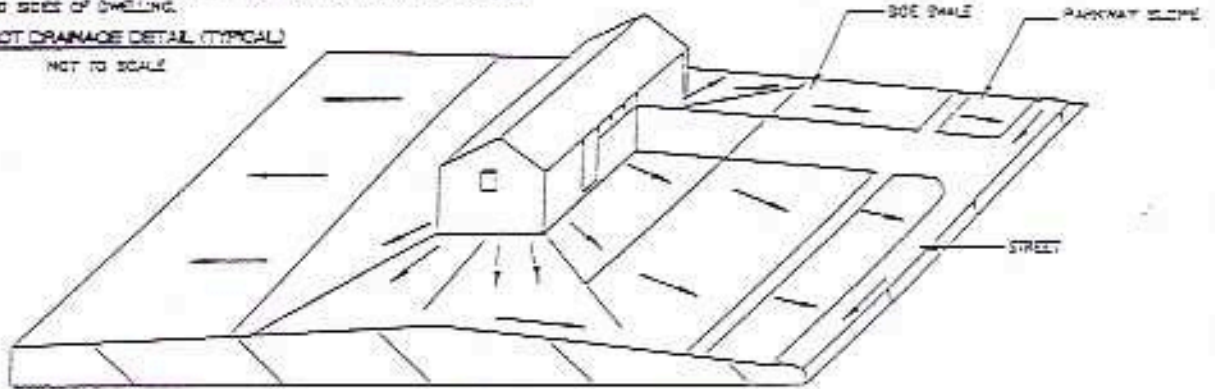
# LOT DRAINAGE



GRADING METHOD FOR LOT WHERE SLOPE IS FROM REAR TO FRONT LOT. DRAINAGE SWALES ARE LOCATED AT REAR AND SIDES OF DWELLING.

LOT DRAINAGE DETAIL (TYPICAL)

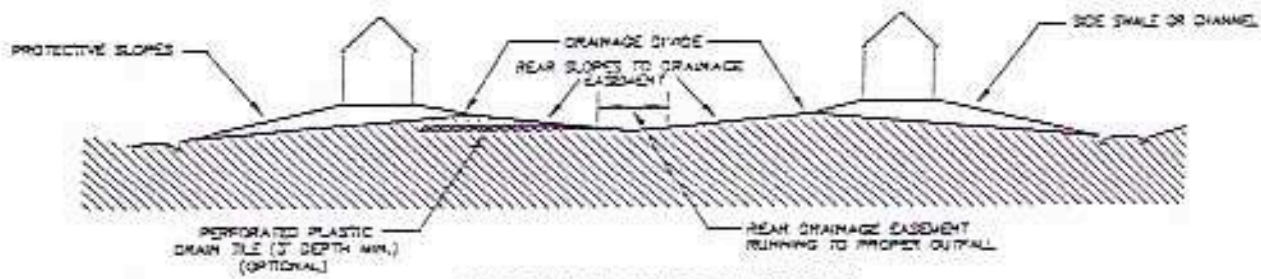
NOT TO SCALE



GRADING METHOD FOR LOT WHERE DWELLING IS LOCATED ON A RIDGE. DRAINAGE SWALES ARE LOCATED AT SIDE YARDS IN THE AREA OF POSITIVE SLOPE.

LOT DRAINAGE DETAIL (TYPICAL)

NOT TO SCALE



BACK TO BACK LOT SECTION DETAIL (TYPICAL)

NOT TO SCALE

## Construction Sequence for Building Site Erosion Control Practices

### Step 1. Evaluate the Site

Before construction, evaluate the entire site, marking for protection any important trees and associated rooting zones, unique areas to be preserved, on-site septic system absorption fields, and vegetation suitable for filter strips, especially in perimeter areas.

#### Identify Vegetation to Be Saved

Select and identify the trees, shrubs, and other vegetation that you want to save (see "Vegetative Filter Strips" under Step 2 below).

#### Protect Trees and Sensitive Areas

- To prevent root damage, do not grade, burn, place soil piles, or park vehicles near trees or in areas marked for preservation.
- Place plastic mesh or snow fence barriers around the trees' dripline to protect the area below their branches.
- Place a physical barrier, such as plastic fencing, around the area designated for a septic system absorption field (if applicable).

### Step 2. Install Perimeter Erosion and Sediment Controls

Identify the areas where sediment-laden runoff could leave the construction site, and install perimeter controls to minimize the potential for off-site sedimentation. It's important that perimeter controls are in place before any other earth-moving activities begin.

#### Protect Down-Slope Areas With Vegetative Filter Strips

- On slopes of less than 6 percent, preserve a 20 to 30 foot wide vegetative buffer strip around the perimeter of the property, and use it as a filter strip for trapping sediment.
- Do not mow filter strip vegetation shorter than 4 inches

#### With Silt Fence

- Use silt fencing along the perimeter of the lot's downslope side(s) to trap sediment (see Exhibit #3).

#### Install Gravel Drive

- Restrict all lot access to this drive to prevent vehicles from tracking mud onto roadways (see Exhibit #4)

#### Protect Storm Sewer Inlets

- Protect nearby storm sewer curb inlets with stone-filled or gravel-filled geotextile bags (see Exhibit #1) or equivalent measures before disturbing soil.
- Protect on-site storm sewer drop inlets with silt fence material (see Exhibit #2), straw bales, or equivalent measures before disturbing soil.

### Step 3. Prepare the Site for Construction

Prepare the site for construction and for installation of utilities. Make sure all contractors (especially the excavating contractor) are aware of areas to be protected.

#### Salvage and Stockpile Topsoil/Subsoil

- Remove topsoil (typically the upper 4 to 6 inches of soil material) and stockpile.
- Remove subsoil and stockpile separately from the topsoil.
- Locate the stockpiles away from any downslope street, driveway, stream, lake, wetland, ditch, or drainageway.
- Immediately after stockpiling, temporary-seed the stockpiles with annual rye or winter wheat and/or place sediment barriers around the perimeter of the piles.

### Step 4. Build the Structure(s) and Install the Utilities

Construct the structure and install the utilities; also install the sewage disposal system and drill the water well (if applicable); then consider the following:

#### Install Downspout Extenders

- Although not required, downspout extenders are highly recommended as a means of preventing lot erosion from roof runoff.

- Add the extenders as soon as the gutters and downspouts are installed (see Exhibit #5).
- Be sure the extenders have a stable outlet such as the street, sidewalk, or a well vegetated area.

#### Step 5. Maintain the Control Practices

Maintain all erosion and sediment control practices until construction is completed and the lot is stabilized.

- Inspect the control practices a minimum of twice a week and after each storm event, making any needed repairs immediately.
- Toward the end of each workday, sweep or scrape up any soil tracked onto roadways. Do not flush areas with water.
- By the end of the next workday after a storm event, clean up any soil washed off-site.

#### Step 6. Revegetate the Building Site

Immediately after all outside construction activities are completed, stabilize the lot with sod, seed, and/or mulch.

#### Redistribute the Stockpiled Subsoil and Topsoil

- Spread the stockpiled subsoil to rough grade.
- Spread the stockpiled topsoil to a depth of 4 to 6 inches over rough-graded areas.
- Fertilize and lime according to soil test results or recommendations of a seed supplier or a professional landscaping contractor.

#### Seed or Sod Bare Areas

- Contract local seed suppliers or professional landscaping contractors for recommended seeding mixtures and rates.
- Follow recommendations of a professional landscaping contractor for installation of sod.
- Water newly seeded/sodded areas every day or two to keep the soil moist. Less watering is needed once grass is 2 inches tall.

#### Mulch Newly Seeded Areas

- Spread straw mulch on newly seeded areas, using 1 ½ to 2 bales of straw per 1,000 square feet.
- On flat or gently sloping land, anchor the mulch by crimping it 2 to 4 inches into the soil. On steep slopes, anchor the mulch with netting or tackifiers. An alternative to anchored mulch would be the use of erosion control blankets.

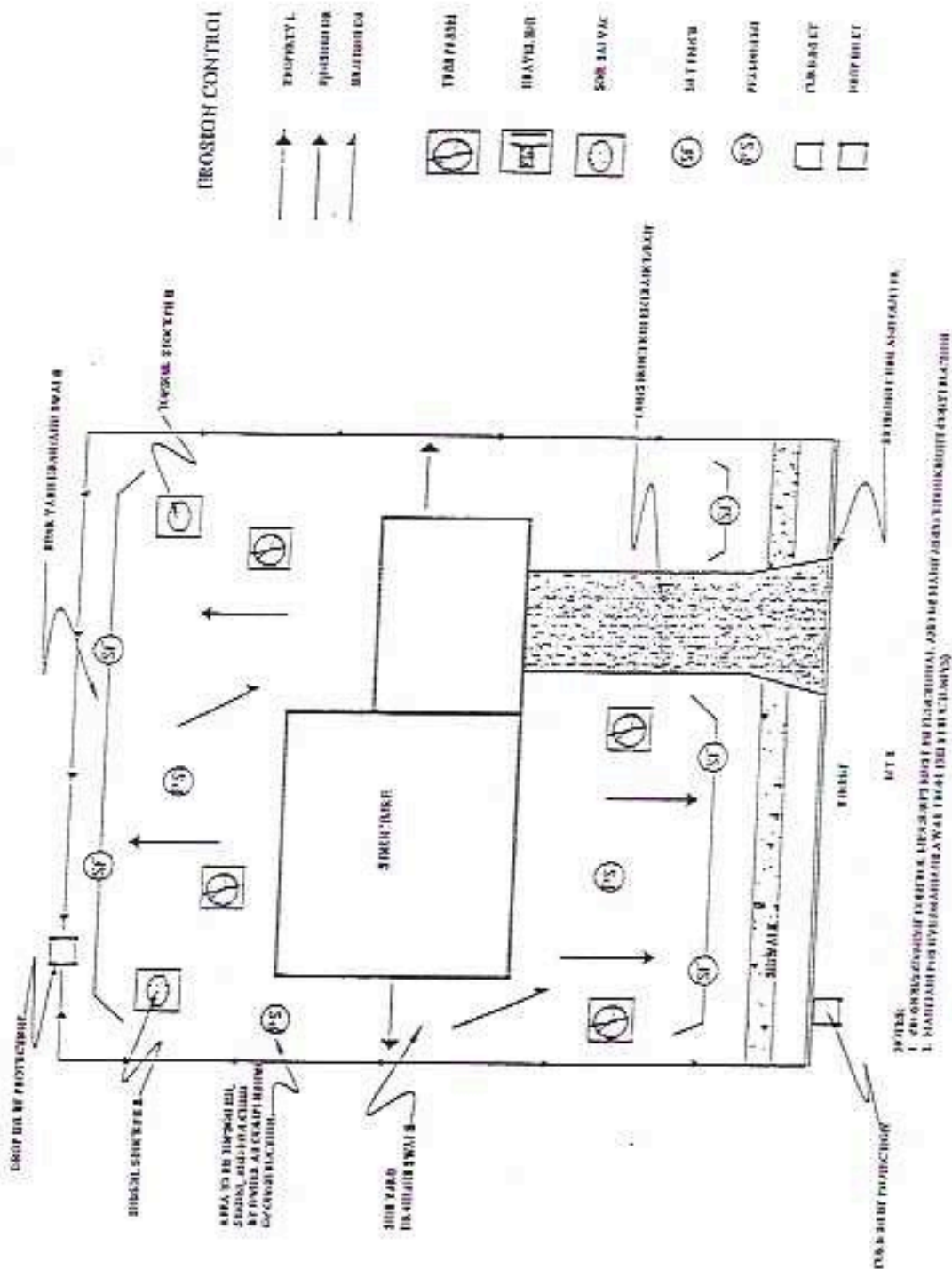
#### Step 7. Remove Remaining Temporary Control Measures

Once the sod and/or vegetation is well established, remove any remaining temporary erosion and sediment control practices, such as:

- Downspouts extenders (or shorten to outlet onto the vegetated areas, allowing for maximum infiltration.
- Storm sewer inlet protection measures.

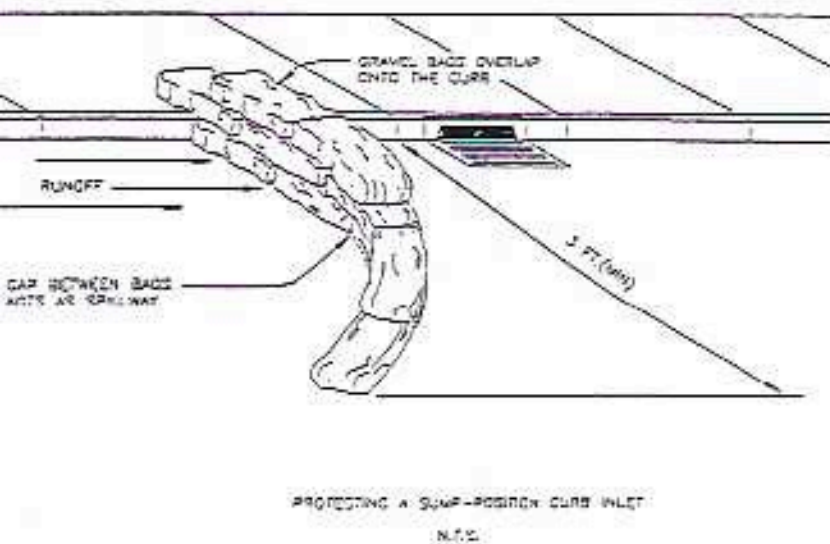
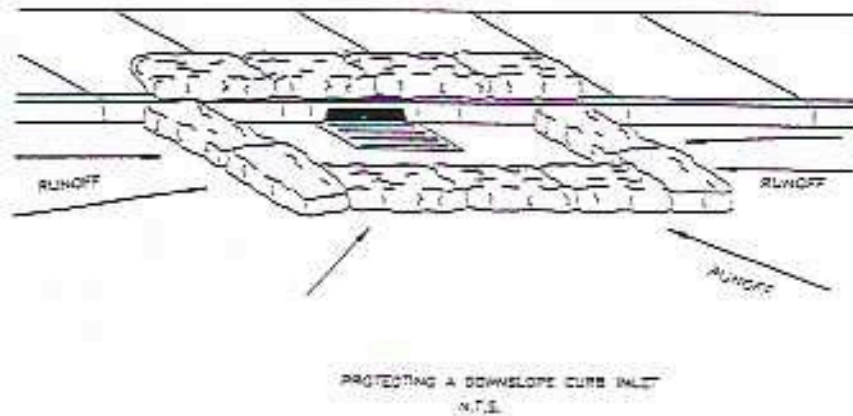
Note: See detail next page

# CONSTRUCTION SEQUENCE FOR BUILDING SITE EROSION CONTROL PRACTICE



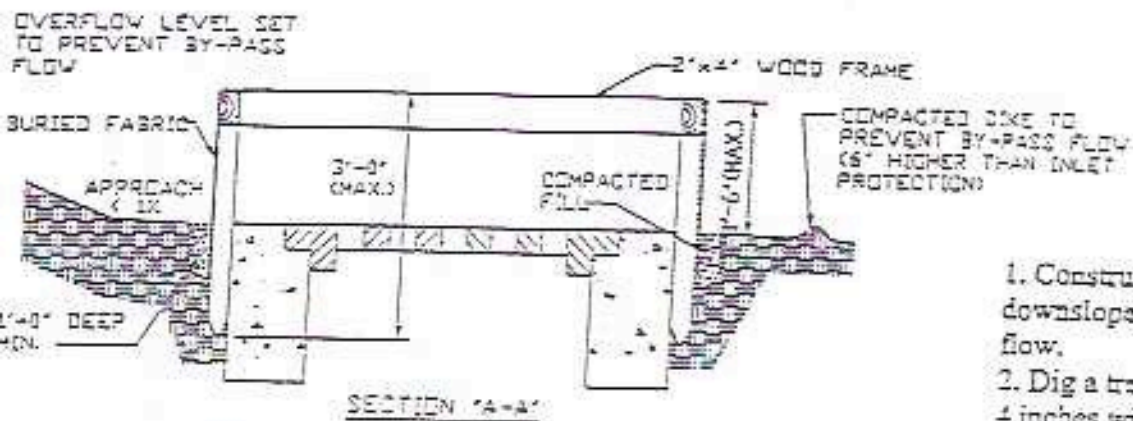
SAMPLE EROSION CONTROL PRACTICE PLAN  
TYPICAL STRUCTURE UNDER CONSTRUCTION

## Exhibit #1 Curb Inlet Protection

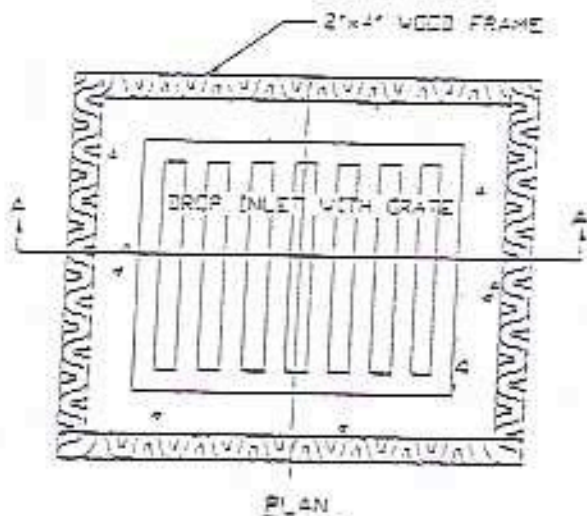


1. Fill geotextile bags approximately half full with 2 to 3 inches stone or gravel.
2. At a position downslope of the lot and upslope of inlet, lay bags tightly in a row curving upslope from curb and away from inlet.
3. Overlap bags onto the curb and extend a minimum of 3 feet into the street.
4. For additional layers, overlap bags with the row beneath, and leave a one-bag gap in the middle of the top row to serve as a spillway.
5. Place bags in an arc around curb inlets that are in a sump position.
6. Set up safety/traffic barriers to keep vehicles from hitting bags, causing possible injury.
7. Inspect and repair as needed, and remove any accumulated sediments after every storm.

## Exhibit #2 Drop Inlet Protection



SYMBOL =  SF

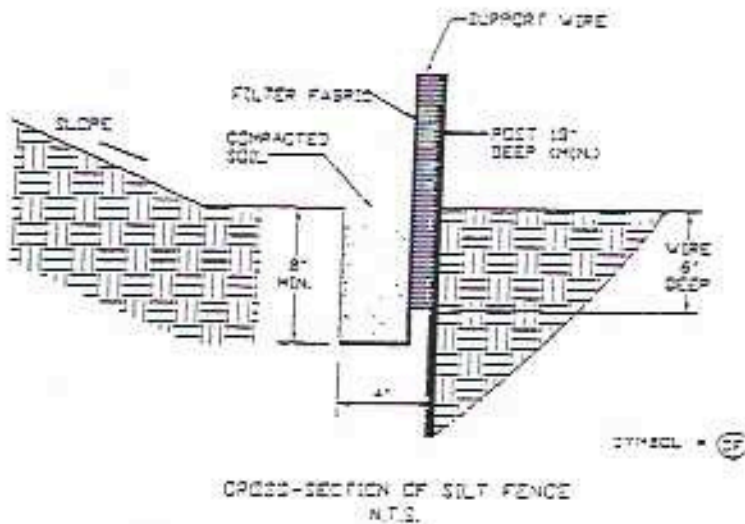
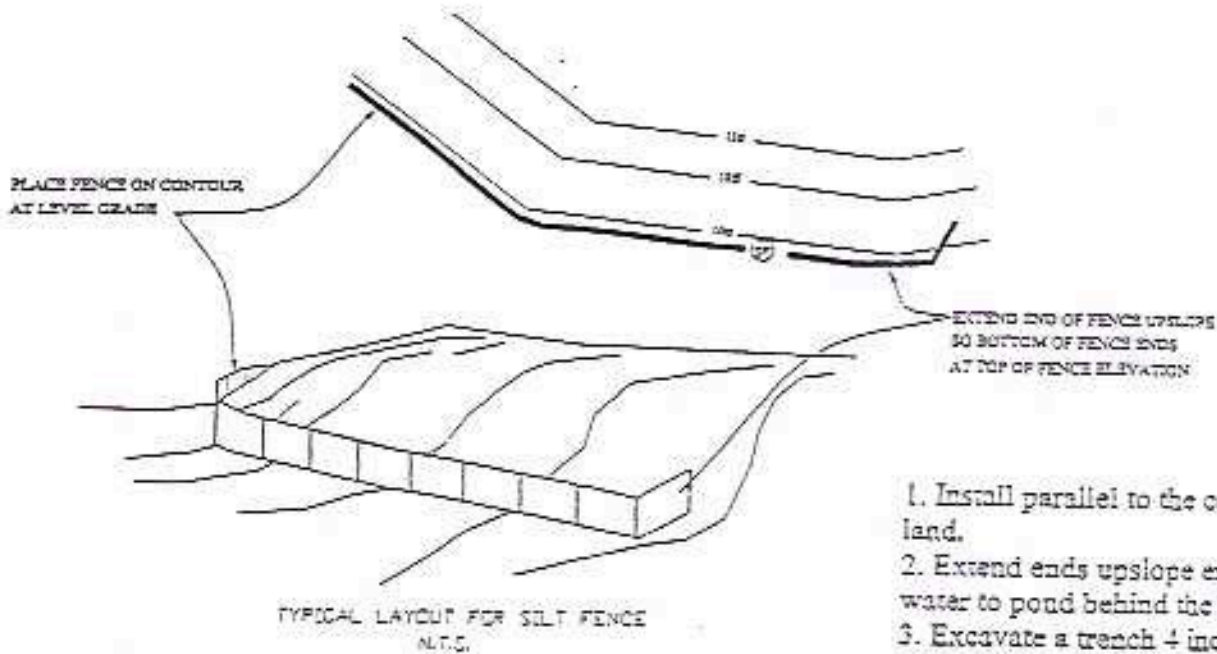


METHOD USING FABRIC INLET PROTECTION

N.T.S.

1. Construct a 6-inch dike on the downslope side to prevent by-pass flow.
2. Dig a trench 12 inches deep and 4 inches wide.
3. Space support posts evenly against the inlet perimeter a maximum of 3 feet apart, and drive them about 1 1/2 feet into the ground.
4. Cut enough filter fabric from a single roll to eliminate joints.
5. Using lath and nails, fasten the fabric to the posts.
6. Bury the bottom of the fabric at least 1 foot deep; then backfill and compact the backfill.
7. Cross brace the corners to prevent collapse.
8. Inspect and repair as needed, and remove accumulated sediments after every storm.

### Exhibit #3 Silt Fence

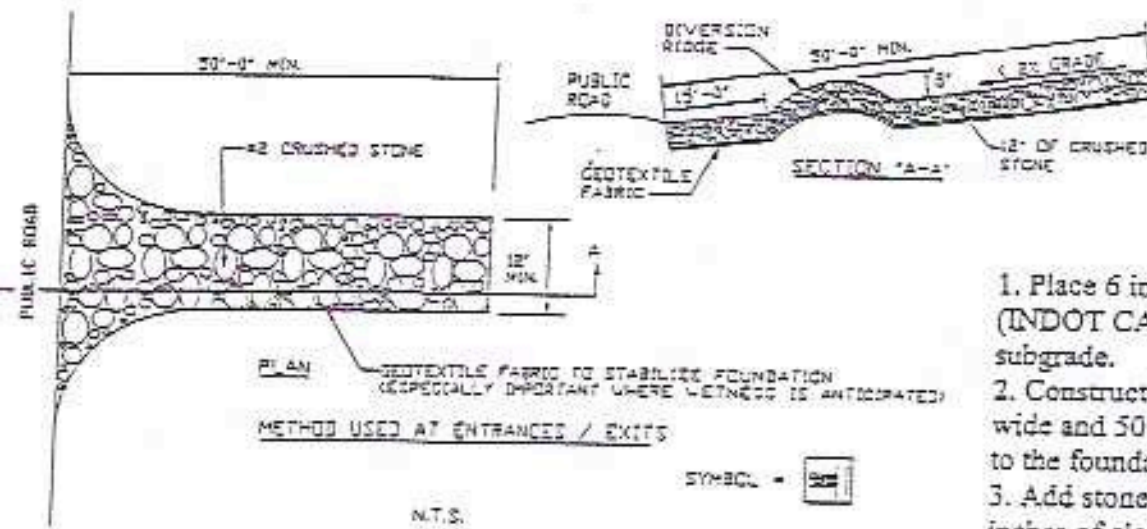


1. Install parallel to the contour of the land.
2. Extend ends upslope enough to allow water to pond behind the fence.
3. Excavate a trench 4 inches wide and 8 inches deep.
4. Install fence with stakes on the downslope side.
5. Bury 12 inches of fabric in the trench, extending the bottom 4 inches toward the upslope side.
6. Backfill trench with soil material, and compact.
7. Join silt fence sections by overlapping sections and nailing with lash to the nearest post.
8. Inspect twice a week and after each storm event, repairing as needed and removing sediment deposits when they reach one-half the fence height.

(Note: Silt fence has a life expectancy of 6 months to 1 year, whereas straw bale barriers have a limited life of 3 months or less)

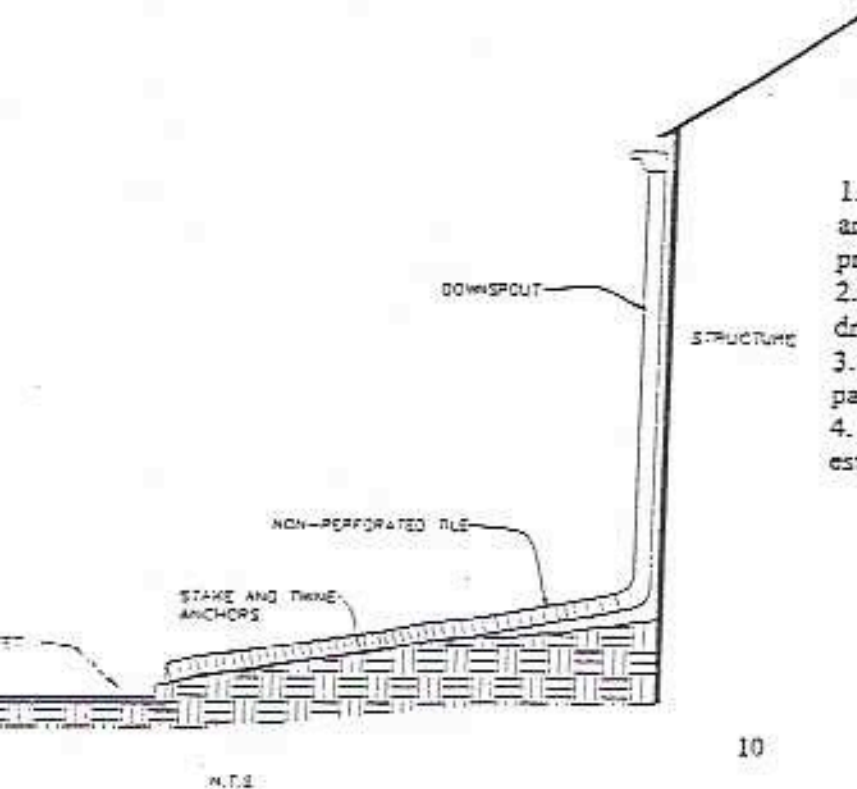


## Exhibit #4 Gravel Entrance



1. Place 6 inches of coarse aggregate (INDOT CA No. 2) over a stable subgrade.
2. Construct the drive at least 12 feet wide and 50 feet long or the distance to the foundation.
3. Add stone as needed to maintain 6 inches of clean depth.
4. To improve stability or if wet conditions are anticipated, place geotextile fabric on the graded foundation.

## Exhibit #5 Temporary Downspout Extenders



1. Install extenders as soon as gutters and downspouts are installed to prevent erosion from roof runoff.
2. Use non-perforated (unslotted) drainage tile.
3. Route water to a stable grassed or paved area or to the storm sewer.
4. Remove after vegetation is established.

**AMENDMENT NO. 1 TO RESTRICTIVE COVENANTS  
FOR  
RAINEYBROOK SUBDIVISION PHASE 3**

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**Rbrook, L.L.C., an Indiana Limited Liability Company** (hereinafter sometimes referred to as "Developer" and sometimes referred to as "Rbrook"), being the developer of all the real estate platted as **Raineybrook Subdivision Phase 3** in the County of Tippecanoe, State of Indiana, does hereby amend the Restrictive Covenants for Raineybrook Subdivision Phase 3, which Restrictive Covenants were recorded on February 22, 1999, as Document No. 9904562 in the Office of the Recorder of Tippecanoe County, Indiana, with respect to the eighth paragraph of Section 27.

The amendment contained herein is made pursuant to the Developer's reserved right to unilaterally amend the Restrictive Covenants, and also pursuant to the majority vote of the membership of Rbrook Homeowners Association, Inc., duly called and held on February 28, 2001. The eighth paragraph of Section 27 of the Restrictive Covenants is hereby amended to read as follows:

Written notice of any meeting called for the purpose of taking any action authorized hereinabove shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall reconvene within fourteen (14) days thereof, with notice sent to all members not less than seven (7) days in advance of the reconvened meeting. The presence at the reconvened meeting of members or of proxies entitled to cast fifteen percent (15%) of all the votes of each class of membership shall constitute a quorum.

In all other respects, the Restrictive Covenants for Raineybrook Subdivision Phase 3 recorded on February 22, 1999 remain in full force and effect.

IN WITNESS WHEREOF, the said Rbrook, L.L.C., a Limited Liability Company organized and existing under the laws of the State of Indiana, has caused this Amendment No. 1

1

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

APR 13 2001

*Robert A. Berglund*  
AUDITOR OF TIPPECANOE CO.



# RAINEYBROOK SUBDIVISION, PHASE 3

FINAL PLAT - RECORDED 2-22-99 PLAT CABINET F, SLIDE 65

<b>LOT #</b>	<b>KEY #</b>	<b>ADDRESS</b>
97	144-02109-0015	4600 Admirals Pointe Drive
98	144-02109-0026	4508 Admirals Pointe Drive
99	144-02109-0037	423 Kittiwake Court
100	144-02109-0048	419 Kittiwake Court
101	144-02109-0059	415 Kittiwake Court
102	144-02109-0060	411 Kittiwake Court
103	144-02109-0070	407 Kittiwake Court
104	144-02109-0081	403 Kittiwake Court
105	144-02109-0092	406 Kittiwake Court
106	144-02109-0103	410 Kittiwake Court
107	144-02109-0114	414 Kittiwake Court
108	144-02109-0125	418 Kittiwake Court
109	144-02109-0136	422 Kittiwake Court