

Windmill Pointe Subdivision Resident.

WINDMILL POINTE - SECTIONS II & III

Declaration of Covenants

May, 1990

The undersigned members of the Decimus Investment Company Steering Committee, Larry R. Scott, Robert L. Eason, Charles D. Preston, and Stacy E. Thompson, as owners of Windmill Pointe Subdivision, Section II & III, located in Washington Township, Hendricks County, Indiana, do hereby this indenture, restrict and covenant the lots in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions, conditions and covenants, to-wit:

1. **FULLY PROTECTIVE RESIDENTIAL AREA:** The following covenants in their entirety shall apply to all lots in Windmill Pointe Subdivision, located in Washington Township, Hendricks County, Indiana.
2. **LOT USE:** No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall any lot be further subdivided.
3. **DWELLING SIZE:** The ground floor area of the main structure exclusive of one story porches and garages shall not be less than 1650 square feet in the case of a one (1) story structure, nor less than 1000 square feet in the case of a two (2) story structure with no less than 2000 square feet of finished floor area in such multiple story structure. Tri-level residences shall contain no less than 2000 square feet of finished area. Space in basements, porches, attics and garages cannot be used in satisfying the above minimum sizes. Each dwelling shall have at least a two (2) car attached garage. There shall be no open sided carports.
4. **ARCHITECTURAL DESIGN:** No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plot plan showing the location of such building has been approved by an architectural control committee comprised of the undersigned owners of the herein described real estate, or by their duly authorized representatives. The committee's approval or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the committee within twenty (20) days from the date of submission, it shall be deemed that the committee has disapproved the presented plan.
5. **RESIDENCE LOCATION:** No residence shall be located on any lot nearer to the property line than the minimum setback line as shown on the recorded plat, nor neared than 15 feet to a side property line.
6. **RESIDENCE COMPLETION:** Any residence once approved and under construction shall be completed with one (1) year from the time construction was started.**

** Construction to begin within one (1) year from closing on lot.

Covenants Section

Windmill Pointe Sub-division.

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9. LANDSCAPING: All lots in this subdivision shall be improved with a minimum of three deciduous type shade trees within one (1) year of the erection of the residence. All lots prior to construction shall be reasonably maintained prior to construction.
10. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other out-buildings shall be used upon any homesite at any time as a residence, either temporarily or permanent.
11. RESIDENCE EXTERIOR: All residences shall be constructed with at least fifty (50) percent of the exterior walls covered with brick or stone veneer.
12. FENCES: No fences shall be allowed to extend forward of the rear building corners except split rail cedar fences. No fence higher than 3 feet 6 inches shall be erected along any property line. There shall be no fences constructed in an opaque nature, the purpose or the result of which shall be to obstruct reasonable vision, light, or air without the prior review of the Architectural committee or its designated representative. Patio and pool fences shall be exempt from Architectural Committee review and the aforementioned height maximum, so long as they satisfy all other requirements of these covenants and are located at least thirty (30) feet from any property line.
13. SIGNS: No sign of any kind shall be displayed to the public view upon any homesite, except one sign of not more than five (5) square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

- * 14. **VEHICLE REGULATIONS:** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, truck, or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite in Windmill Pointe, unless kept within an enclosed structure.
- * 15. **RECREATIONAL VEHICLES:** No trailer, motor home, boat, camping equipment shall be stored in front of or at the side of the residence at any time.
- * 16. **ANIMALS:** No animals, livestock, or poultry shall be raised, bred, or kept on any homesite except that dogs, cats, and other household pets may be kept provided that they are suitably fenced and are not kept, bred or maintained for any commercial purposes and do not create a nuisance.
- 17. **STORAGE TANKS:** Oil or gas storage tanks shall be either buried or located in a residence or garage area so that they are completely concealed from outside view.
- 18. **GARBAGE AND REFUSE DISPOSAL:** No homesite shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be used to create an offensive sight or odor.
- 19. **BUSINESSES:** No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

* no (overnight) parking on street unless for visitors for occasion. There are no sidewalks so the streets are used for bikes, walking, etc.

Property address (number and street, city, state, and ZIP code)
 1774 Windmill Drive, Avon, IN 46123

2. ROOF				4. OTHER DISCLOSURES				
	YES	NO	DO NOT KNOW		YES	NO	DO NOT KNOW	
Age, if known	Years: 12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do structures have aluminum wiring?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any foundation problems with the structures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is there present damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any encroachments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is there more than one layer of shingles on the house?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any violations of zoning, building codes, or restrictive covenants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If yes, how many layers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the present use of non-conforming use? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. HAZARDOUS CONDITIONS								
YES NO DO NOT KNOW								
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the access to your property via a private road?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the access to your property via a public road?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the access to your property via an easement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Explain:				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)				Are there any structural problems with the building?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Have any substantial additions or alterations been made without a required building permit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Is there any damage due to wind, flood, termites, or rodents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Have any structures been treated for wood destroying insects?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
				Is the property in a flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Do you currently pay for flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Does the property contain underground storage tank(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Is the homeowner a licensed real estate salesperson?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Is there any threatened or existing litigation regarding the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				Is the property located within one (1) mile of an airport?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	<i>Frank E. M...</i>	Signature of Buyer	<i>EDWARD A BAUGHNER</i>
Signature of Seller	<i>Elizabeth A. Zwick</i>	Signature of Buyer	<i>Kelly J. Baughner</i>
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	<i>Frank E. M...</i>	Signature of Seller (at closing)	<i>Elizabeth A. Zwick 10/1/22</i>



FORM #03.



Seller fix - Broken seals -

02751



SFD Media: 44
 BLC#: 21878002 Sale Status: Active Area: 3204 - Hendricks - Washington LP: \$365,000
 1774 WINDMILL Dr City: Avon Twp: Washington Zip: 46123
 Subdiv: WINDMILL POINTE Sec: 3 Lot: 35
 Sch Dis: Avon Community Yr Blt: 1992 Sol Waste: No
 Schools: Avon High, Avon South Middle, Cedar Elementary
 Tax ID: 32101443001000022 Semi-Tax: \$1,387 Tx Yr Due: 2020
 Legal: WINDMILL POINTE SEC 3 LOT 35 0.59AC Tax Exempt: Homestead Tax Exemption, Other Tax Exemption / See Remarks
 Bldr/Prjct/Cont: *8 of 12 units* Est. Cmp. Dt: Parking:
 Cnst. Stg: New Cnst: No Levels: 1 Level
 Rooms: 10 Bd: 3 Baths: 2 Floor#: Unit Entry:
 Basement: Yes / 9 ft+ Ceiling, Finished Foundation: Basement Concrete Poured

Approx. Room Sizes/Descriptions									
	L	F	W	L	F	W			
Master Bedroom	15x15	M	H	Yes	Bedroom 2nd	13x12	M	C	Yes
Bedroom 3rd	14x11	M	C	Yes	Living Room	21x15	M	H	No
Kitchen	13x9	M	V	No	Dining Room	13x11	M	H	Yes
Breakfast Room	10x9	M	V	Yes	Bonus Room	25x23	B	C	No
Laundry Rm	12x5	B	O	No	Sun Room	15x9	M	V	Yes

	SqFt	FB	HB	BD
Upper:	0	0	0	0
Main:	2,032	2	0	3
Approx M/U Total:	2,032	0	0	0
Basement:	784	2	0	3
Approx M/U & BSMNT:	2,816	DOM: 9		
% Finished Basement	75%	CDOM: 9		

Garage: Yes / Attached / Garage Door Opener
 Fireplace: 1 / Family Room, Wood Burning

Directions
 US 36 W to Dan Jones; South to 150 S; West to Windmill Dr. South on Windmill Drive to house on Right.

07792

Property Description
 Have you been searching for a custom built ranch home with a finished basement in Avon? If so look no further you've found it! Pride of ownership shines in this one owner custom home. The home boasts cathedral ceilings, 3 bedrooms, 2 full baths and over 2000 square feet of above grade living area. The basement offers just over 784 additional square feet and makes a great bonus room for working out or could be used as a second living room. Recent updates include: new gutters and exterior paint. Located in the heart of Avon you're only minutes from numerous shopping, dining, and entertainment amenities. Downtown Indianapolis and the Indianapolis International airport are each only 20 minutes away. Hurry this home won't last long!

Agent to Agent Remarks: Exclusions & Commission Disclosures & Financial Information
 The tile in the hall bath is broken and covered by bath mats. It is scheduled to be replaced in the next two weeks. Please feel free to include verbiage in the PA requiring it be completed prior to closing. Please also read the agent FAQ sheet attached to the listing prior to contacting the listing agent.

Description
 Life Style: Arch Style: Ranch, Traditional American Exterior: Brick Porch: Porch Open
 Master BR: Areas: Laundry in Basement, Utility Room Carpet - Bad -
 Appl: Dishwasher, Dryer, Garbage Disposal, Oven/Range-Electric, Refrigerator, Washer, MicroHood in Basement -
 Interior Amen: Cathedral Ceiling, Hardwood Floors Eating Area: Breakfast Room, Dining Room Formal
 Ext Amen: Fence Full Rear
 Equip: Smoke Alarm, Sump Pump
 Lot Size: 25,199 Acres .5-.99 Acre # of Acr 0.58 Lot Info: Sidewalks, Tree Mature
Guest Door Broken

Utilities
 Heating: Forced Air Fuel: Gas Utility Option: Cable Available, High Speed Internet Available
 Cooling: Central Electric Water Htr: Gas Prim Water Src: Private Well Prim Sewage Disp: Septic

Financial/Association Information
 Poss Fincg: Conventional, Insured Conventional, FHA, VA Ownshp Int: No Assoc Fee Pd: Fee Amt:
 Fee Includes: FHA Cert:
 More than 1 Assoc? Mgmt Company: *Buy home warranty* Mgmt Company Phone:

Contract / Office Information
 List Type: Exclusive Right to Sell BAC: 3 % Var: Yes Insp/Warr: Not Applicable LD: 08/18/2022
 Circumstances of Sale: Disc: Not Applicable Disc Oth: Seller's Disclosure Supplements Ent D: 08/18/2022
 Show: Yes Show Dt: 08/18/2022 Poss: Negotiable Dir Solicit: No A/C Dt:
 Lofc: RONH01 : Realty One Group New Horizons OP: 317-286-6588 X: OF: Dir: XD:
 LAg: 34626 : Justin Perrey Pref: 317-563-1599 Cell: 317-286-6588 Hm: 317-563-1599 TOM Dt:
 LEmail: Perreyhometeam@gmail.com PF: Toll: Show: 317-218-0600 WD:
 VM: Fdbk: 317-286-6588 Fdbk: *Justin@perreyhometeam.com*
 Team: Perrey Home Team Pref:
 CoAg: Type: Appt Center Ph: Kelly J Chg Dt: 08/23/2022
 Con1: Type:
 Con2: Type:

Guest Bd - window opens but wont close + has condensation on window - night screen + window (holes) screen.