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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WINDRIDGE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
made this 9th day of June, 1988, by THOMAS G. BELL JR. AND
LARRY D. SUMMERS, herein after referred to as the Declarants;

WITNESSETH:

WHEREAS, the Declarants are the sole owners of certain real
property located in Hendricks County, Indiana and described below:

Windridge Addition, Section One, Lots (1) One thru (20)
Twenty, located in the West ½ of Section 34, Township 17 North,
Range 1 east, Brown Township, Hendricks County, Indiana.

ENTERED FOR RECORD

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Bonnie L. Moulton
HENDRICKS COUNTY REC'D CLERK

AND, WHEREAS, The Declarants desire that a harmonious and high-quality residential community be developed and maintained on the said property, that all site planning, building and decorating be attractive and harmonious with the surroundings and that the peaceful character of the property be protected; and, to these ends, desire to subject the property to the covenants, conditions, and restrictions hereinafter set forth, it being intended that such covenants, conditions and restrictions shall run with the land and shall be binding upon all persons and entities having or acquiring any right, title, or interest in any portion of the said property, and shall inure to the benefit of each owner thereof;

AND WHEREAS, Declarants have deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining the entrance way to the subdivision and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

AND WHEREAS, Declarants, for and in consideration of the premises and the covenants contained herein, do hereby impose upon the said real property the following protective covenants, conditions, and restrictions:

I.

LAND USE AND BUILDING TYPE

The lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, and

attached private garage. Such building shall not exceed two and one-half stories in height exclusive of the basement, and shall be used for private dwelling purposes only. Such dwelling shall contain 1800 square feet minimum amount of finished area in the case of a one story residence, there shall be a minimum of 2200 square feet in the case of a 2 story residence (exclusive of porches, basements, decks, patios, and garages).

II.

PARTIAL CONSTRUCTION; COMPLETION OF CONSTRUCTION

No foundation or basement of a building shall be constructed on any lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. The construction of a building, once begun, must be completed on the exterior within 180 days after its commencement. No dwelling shall be occupied until it is completed. Any structure which may be in whole or in part destroyed by fire, windstorm or any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed as soon as possible after the occurrence.

III.

STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS

With respect to construction of improvements on any lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.

IV.

APPROVAL OF PLANS AND SPECIFICATIONS BY THE ENVIRONMENTAL COMMITTEE

No structure shall be erected, placed, or (externally) altered on any lot until the plans and specifications thereof (including elevations, materials, colors, and a site plan that shows the location of the building) shall have been filed with the Environmental Committee, and approved in writing by such Committee as to: quality of materials; harmony of design and materials, colors, and finishes; location with respect to the topography and harmony with other structures; and conformity with the requirements and intent of this Declaration. The Environmental Committee shall be entitled to retain permanently the submitted copy of such plans and specifications and all work shall be completed in conformity therewith. If, thirty (30) days after submission of all such plans and specifications, the Environmental Committee shall have failed to issue a written approval or disapproval of the plans as submitted then said plans shall be deemed approved by the Environmental Committee without further action.

V.

TEMPORARY STRUCTURES, BOATS, AND TRAILERS, ETC.

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, storage building, satellite TV dish, ham radio antenna, above ground swimming pool, hut, or shack shall be placed or allowed to remain on any lot; provided, that a boat, camping trailer, truck-mounted camper, recreational vehicle, or similar vehicle may be kept on a lot if it is enclosed in a garage, in a manner approved by the Environmental Committee.

VI.

NUISANCES

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any lot, which may be or become a nuisance to a neighboring owner or resident. There shall not be any type of recreational vehicle operated at any time on any lot within the subdivision. This is to include but is not limited to the following: dirt bikes, ATV's, motor bikes or any other off-road motorized vehicles. The storage of damaged or inoperable vehicles on a driveway or street will not be allowed.

VII.

USE OF LOT, ANIMALS

No lot or any part thereof shall be used for the conduct of any business; no animals shall be kept or bred on any lot for commercial purposes.

VIII.

CONTROL OF DOGS

All dogs shall be confined and kept quiet after 9:00 P.M. and before 8:00 A.M. Dogs shall be confined or securely restrained or leashed at all times.

IX.

GARBAGE AND REFUSE CONTAINERS

Refuse and refuse containers shall not be permitted to remain in public view or by any other lot owner except on days of collection. No refuse pile or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris shall not be permitted on any lot or public area.

X.

SIGNS

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No sign, billboard, or advertising matter shall be erected or displayed on any lot, except as follows: During construction of a dwelling a sign or signs not over 6 square feet in size and non-illuminated may be displayed for builder or financing identification or for sale. Thereafter, a temporary, non-illuminated sign of not more than 6 square feet in area is permitted advertising the property for sale or for rent.

XI.

MAINTENANCE OF LOT AND PROTECTION OF ADJACENT
PROPERTY DURING CONSTRUCTION

Each lot owner shall protect the streets and street shoulders from damage related to construction activities with respect to his lot, and agrees to keep the streets and driveways clear of equipment and building materials. In connection with any construction, the lot owner shall take appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable laws regarding erosion. The streets within the subdivision shall be cleaned by the lot owner whenever construction activity on his lot results in a significant accumulation of dirt or debris; and if the lot owner should fail to do so, after notification from the Declarants that such cleaning is required, then the Declarants may perform such cleaning and charge the reasonable cost thereof to the lot owner. The foregoing shall in no way create an obligation on Declarants to clean the streets under any circumstances.

No owner of a lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his lot. Sump pump water is to be discharged to the subsurface drainage system at the street.

Construction of driveway entrances, aprons, or tiles shall be the responsibility of the lot owner and such construction shall not interfere with surface water drainage on or onto the road.

XII.

FENCES

No fences of any kind may be erected or constructed on any portion of any lot except fences for swimming pools which shall be approved by the Environmental Committee.

XIII.

DRIVEWAYS AND LANDSCAPING

All driveways and walks must be hardsurfaced within 6 months of occupancy. For driveways the material must be concrete or black topping. Sidewalk material must be concrete or brick. All properties must be appropriately landscaped within 6 months of occupancy.

FUEL TANKS

All storage tanks for fuel must be located under the surface of the ground.

XV.

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments
The Declarants, being the owners of all the lots, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Declarants, and then, when legally formed the Agency: (1) Annual Assessments or charges; (2) Special assessments for improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

2. Purpose of Assessments. The assessments levied by the Agency shall be used exclusively for the purpose of maintaining the entrance way to the subdivision and for payment of the electric charge for the electric street lights.

3. Amount of Annual Assessments. The annual assessment shall be \$45.00 per each Lot sold by Declarants, its representatives or assigns and the assessment shall be distributed evenly against each lot. From all such assessments, the Agency shall pay for the costs of maintaining the entrance way to Windridge, replacement of dead or dying landscaping and street lighting costs. In no event shall any assessment or charge or special assessment be levied against or be due from Declarants for any lots owned by them, or otherwise. The agency may change the amount of annual assessment if the charge for electrical service is increased or maintenance for the entrance way increases. Also to maintain street signs and landscape.

4. Date of Commencement of Annual Assessments and Due Dates
The Annual Assessments provided for herein shall commence on the first day of January, 1989. The assessment for each succeeding year shall become due and payable at the same time thereafter.

5. Effect of Non-Payment of Assessment; The Personal Obligation of the owner; the Lien; Remedies of Association. If the Assessments are not paid on the date when due, then the assessments and costs of collecting thereof, as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed Two Dollars (\$2.00) shall be added thereto and from that date interest at the rate of six (6) percent per annum may be added to the balance and the Agency may bring an action at law against the owner personally obligated to pay the same.

XVI.

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of a person or persons chosen by Declarants until such time as all lots are sold by the Declarants, at which time the Environmental Committee shall consist of five (5) persons from among the existing lot owners. In the event of a vacancy in membership on the Committee, the remaining members shall name a replacement from among the then existing lot owners. Individual members of the Committee shall be subject to appointment and removal within the sole discretion of the Declarants until such time as all lots are sold. If Declarants are able to expand the boundaries of the subdivision to include the land to the north and west then this would include the provision that these lots also must be sold prior to releasing total control by Declarants. If it was deemed necessary to enlarge the Committee in this case the Declarants could increase the Number of Members if so desired.

XVII.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every person or entity who holds any equitable interest, including the Declarants, in any lot or lots included within the subdivision, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
2. Voting Rights. The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership. There shall be only one vote for each lot owned by member or members.

3. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments: (a) all properties owned by the Declarants, their successors, and assigns, and held by them or any of them for sale or resale.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments.

XVIII.

ENFORCEMENT

Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceedings may be either to restrain such violation or to recover damages or both; and such proceedings may be brought or prosecuted by the Declarants their successors or assigns, or by any person or persons owning any lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarants or their successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonable necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

XIX.

SEVERABILITY

Invalidation of any of these covenants by a judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Nor shall the lack of enforcement of any covenant invalidate it or any other covenant.

XX.

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarants, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and construction equipment to enter and remain on the street or on the lot being improved, or from storing materials and supplies on such lot, all to the extent reasonable necessary to facilitate such construction.

XXI.

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DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association, agency or the owner of any lot, his legal representatives, heirs, successors, and assigns.

These covenants and restrictions may at any time be amended or revoked by an instrument signed by the owners of all the lots.

"DECLARANTS"

Thomas G. Bell Jr.

THOMAS G. BELL JR.

Larry D. Summers

LARRY D. SUMMERS

STATE OF INDIANA
COUNTY OF HENDRICKS

Before me, the abovesigned, a notary public within and for said County and State, personally appeared Thomas G. Bell, Jr. and Larry D. Summers.

Acknowledged the execution of the above and foregoing protective covenants, as their voluntary act and deed.

Witness my hand and seal this 9th day of June, 1988.

My commission expires November 6, 1991.

Ronidean L. Atnip
Notary Public

Ronidean L. Atnip
Typed or printed name

Resident: Hendricks County

