

17300

WINDSONG ESTATES II SUBDIVISION  
RESTRICTIVE COVENANTS

The undersigned, Smith Valley Enterprises, by its duly authorized representative, Judith A. Hooping, Vice President, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate described in the attached, in accordance with the plat and certificate.

1. This subdivision shall be known and designated as "Windsong Estates II Subdivision" in White River Township, Johnson County, Indiana. All streets, alleys, and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

2. The streets and public right-of-ways shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the Johnson County.

3. The strips of ground shown on this plat and marked "Drainage and Utility Easement" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land; but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and the rights of the owners of other lots in this subdivision.

All lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, situated, or placed on any lot, other than one detached single family dwelling not to exceed two stories in height and a private attached garage for not less than two (2) cars or more than four (4) cars.
2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porch and garages, shall be not less than 1500 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story. The minimum total floor area of a dwelling of more than one story shall be no less than 1900 square feet.

3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 10 feet to a side yard line. The total aggregate side yards shall not be less than 25 feet. No building shall be erected closer than 20 feet to the rear lot line. Unless otherwise approved by the Architectural Control Committee, as to use, location and harmonic design, no garage or storage building may be constructed separate and apart from the main dwelling.
4. No house shall have a roof pitch of less than 6/12 (6 inches rise to 12 inches horizontal) unless otherwise approved in advance by the Architectural Control Committee.
5. No building shall be erected, placed or altered on any lot until the construction plan and specifications and an plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design within existing structure, exterior paint and roof colors, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee. Approval shall be as provided in Part 3 hereof. No fences or structures of any nature will be erected upon any lot within this plat without prior written approval of the Architectural Control Committee. No Building additions or remodeling involving exterior changes or additions shall be permitted without prior written approval of the Architectural Control Committee.
6. All builders shall provide for the trash generated during construction of the houses by means of a dumpster, preferably maintained by a commercial trash disposal company. Failure to provide for such trash may cause the ACC to provide for such cleaning and disposal. If the Architectural Control Committee provides for the cleaning and disposal the builder will be billed for this service. This shall be at the sole discretion of the Architectural Control Committee.
7. The Architectural Control Committee is composed of two members, appointed by the developer. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate

a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of 95 percent of the lots, including the developer, shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its power and duties.

8. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove the plans as required herein within ten (10) days after plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. All houses that are to be constructed, once started, must be completed within 180 days.

10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

11. No accessory buildings such as storage or mini barns are permitted, but must conform to the style and character of the homes. The plan for such sheds or mini barns shall have written approval by the Architectural Control Committee prior to construction. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be permitted on any lot or used on any lot at any time as residence--either temporarily or permanently.

12. No above ground swimming pools shall be permitted within the subdivision. Any pool, pool house, or fencing for a pool shall have the written approval of the Architectural Control Committee.

13. No sign or any kind shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during the construction and sale period. Signs advertising property for sale or rent are specifically prohibited. Violation of this sign restriction will result in \$50.00 per day liquidated damages, payable to the developer upon demand.

14. No oil drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. All gas and oil tanks must be concealed.
15. 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 that they are not kept, bred, or maintained for any commercial purpose.
16. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, satellite dishes, masts, or towers of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee.
17. No fence, wall, hedge or shrub planting which obstructs the sign lines at elevations above two feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street property lines, or in the case of a rounded property corner, for the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No fence in excess of 48 inches shall be permitted on any lot and all lots shall be kept mowed. There shall be no fences permitted four feet or more in height.
18. Each lot shall be kept in a neat and pleasing manner. All basketball backboard and any other fixed game and play structures shall be located behind the front foundation line of the main structure and within lot setback lines. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance. Lots and yards shall be kept mowed regardless of whether a house has been constructed on the lot. Owners of lots without houses shall be held responsible for the trash, weeds, and general condition of the lots.
19. No individual water supply system or sewage system shall be permitted on any lot.

20. Any false title or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the

Indiana Drainage Code of 1943.

21. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot.

Complete, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage.

22a. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, filled or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as graded graveyards, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Drainage Board.

22b. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Drainage Board will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

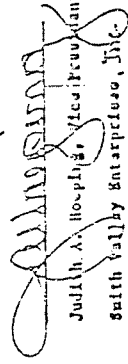
23. Violation of any of the covenants or restrictions of this plat or of those contained in the Declaration of Covenants and Restrictions for the Winseong Estates II Association, Inc. referenced herein, shall be subject to liquidated damages in the sum of Fifty Dollars (\$50.00) per day for each day the violation continues and to all other remedies, including injunction, provided by law or in equity and all costs and expenses incurred by the developer or property owners, including attorneys fees, in litigation or other procedures required to remedy such violations shall be paid by the owner(s) of the lot or lots found to be in violation. By acceptance of a deed for title

to any lot within this plat, the grantee acknowledges the provisions of this document and agrees to be bound thereby and to pay the costs and expenses described in this paragraph when applicable.

24. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof, is hereby dedicated to public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

25. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenants shall not be considered as a waiver of the right to enforce any covenant herein, thereafter.

In Witness Whereof, Judith A. Hooping, Vice-President of Smith Valley Enterprises, has caused the execution of the foregoing restrictive covenants on this 16<sup>th</sup> day of November, 1987.

  
Judith A. Hooping, Vice President  
Smith Valley Enterprises, Inc.

State of Indiana )  
County of Johnson ) 851

I, Lorraine L. Yaconer, a Notary Public in and for said County and State do hereby certify that Judith A. Hooping personally known to be the same person whose name is subscribed to the above certificate appeared before me this day in person and acknowledged that they signed the above certificate at their own free and voluntary act and deed for the uses and purposes herein set forth.





Given under my hand and notarial seal this 16th day of October, 1964.

A.D.

My Commission Expires:

*Notary Public*  
Raymond L. Wolff

County of Residence St. Joseph

Raymond L. Wolff

This Instrument Prepared By:

H&J CIVIL/SURVEYING, INC.  
435 East Main Street, Suite F  
P.O. Box 69  
Greencastle, Indiana 46142  
Phones (317) 880-4496

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RECEIVED FOR RECORD  
BOOK 57 PAGE 297  
JACQUELINE E. KELLEN  
JOHNSON COUNTY RECORDER

