

WINDSONG ESTATES - FIRST SECTION

RESTRICTIVE COVENANTS

This subdivision shall be known and designated as "WINDSONG ESTATES-FIRST SECTION", 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.

Front building setback lines are hereby established as shown on this plat, between which lines and property line of the streets there shall be erected or maintained no building or structure. The strips of ground shown on this plat and marked "Easement" are reserved for the use of the public utilities and 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. In addition a seven and one half foot wide utility and drainage easement is reserved on both sides of side lot lines, unless shown otherwise on the above plat. 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 the subdivision.

The lots in the subdivision and the use of the 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, altered or placed or permitted on any lot other than three (3) cars, and a storage building not to exceed one story in height and 160 square feet of floor area, said storage building shall conform to the design and exterior materials of the dwelling. No metal storage buildings are permitted.
2. No building shall be erected, placed or altered on any lot until the Builder's Construction Plan, specifications and plot plan have been approved by the Architectural Control Committee as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Covenant No. 14.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than 1200 square feet for a one story dwelling, not less than 900 square feet for a dwelling of more than one story.
4. All exterior chimney surfaces shall be constructed of masonry veneer. Flue liners may be either metal or masonry.
5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the building line as shown on the attached plat. No building shall be located nearer than 10 feet to an interior lot line, and the total side yard setback (both sides) must be at least 25 feet, for the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
6. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted.
7. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements. These areas shall be preserved and maintained as permanent drainage easements, as shown on the general development plan, on file with the Johnson County Plan Commission.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than one square foot, one sign of not more than five 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.
9. No oil drilling, oil development operations, oil refining, quarrying, or

9. (Continued)

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 upon any lot.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept or stored in the front or side yard.

11. At no time shall any unlicensed, inoperative automobile or truck be permitted on any lot.

12. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County Authorities having jurisdiction, and is located, designed, and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

13. 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 member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded Owners of a majority of lots 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 powers and duties.

13A. All lots in this first section of Windsong Estates may be subject to an annual assessment for the maintenance of Messersmith Creek upon the Declaration of Messersmith Creek as a legal ditch and the incorporation of said creek into the county drainage system for maintenance by the Johnson County Drainage Board. Notice is hereby given to all who purchase or own any of the lots in Windsong Estates-First Section that it is the intention of the Johnson County Drainage Board that Messersmith Creek be declared a legal ditch to be maintained by the county and that annual assessments be made against the property owners whose property lies within the watershed of the watershed of the said creek for such maintenance.

13B. No means of ingress or egress for motor vehicles shall be provided, maintained, constructed or permitted, either directly or indirectly, to Smith Valley Road from the rear or South boundary of lots numbered 1, 65, 66, 67, and 68 in this subdivision.

14. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

15. Any field tile 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 1965, and all amendments thereto, and further, that portion of natural waterways through a lot shall be maintained by the Owner thereof.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street 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 or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines and all existing farm fences bordering on lots shall be maintained by the lot owner in a condition to contain livestock using contiguous lands.

17. 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 bred, kept or maintained for any commercial purpose.
18. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
19. 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.
20. These restrictions are hereby declared to be Covenants running with this land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these Covenants are recorded after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless, at any time following recordation, an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change said Covenants in whole or in part.

Recorded July 14, 1978, in Plat Book 9, page 33.