

at sufficient height to prevent obstructions of such

REQUIREMENTS:

otherwise provided in these restrictions or on no dwelling house or above grade structure shall be placed on any residential lot in the Development, herein.

"line" means a lot boundary that extends from the abuts to the rear line of said lot. "Rear line" means the line that is farthest from, and substantially parallel to, the rear boundary of the lot, except that on corner lots the line shall be the line of the corner abutting road.

front building setback lines shall be all as set forth in the Development.

particular lot abuts on a cul-de-sac, the front setback line shall be shown on the plat of that lot.

side yard setback lines shall not be less than an eight (8) feet; provided, however, no side yard setback shall be less than five (5) feet from the side line of the lot.

setback lines shall be at least twenty (20) feet from the rear line, unless otherwise shown on the plat.

STATE OF INDIANA))
COUNTY OF HAMILTON))
SS:

Before me, a Notary Public in and for said County and State, appeared Stanley E. Hunt and John F. Culp, the President and the Vice President, respectively, of The Shorewood Corporation, who acknowledged execution of the foregoing Declaration of Covenants, Conditions and Restrictions in behalf of Grantor, and who, having been duly sworn, stated that the contents herein contained are true.

WITNESS my hand and Notarial Seal this 30th day of November 1984.

John F. Culp
Notary Public

My Commission Expires: _____

My County of Residence: _____



WINDSONG SECTION III

PLAT RESTRICTIONS

The undersigned, the Shorewood Corporation, being the owners of record of the above-described real estate, hereby certifies that they do layoff, plat and subdivide the same into lots and streets in accordance with this plat and certificate.

This subdivision shall be known as Windsong, Section III .

All streets shown and not heretofore dedicated, are hereby dedicated to the public for its use.

1. EASEMENTS FOR DRAINAGE, SEWERS AND UTILITIES:

Lots are subject to drainage easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. Drainage Easements (D.E.) - Are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. Utility Easements (U.E.) - Are created for the use of the local governmental agency having jurisdiction over the sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.

Utility easements are also created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts, communication lines (which shall include cable T.V.), and such other further public service the declarant may deem necessary; provided, however, declarant shall restore the disturbed area as nearly as is possible to the condition in which it was found. No permanent structures shall be constructed within an easement area.

- C. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of other lot owners in this addition to said easements herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.

2. DWELLING SIZE AND USE:

All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Adams County, Indiana. No structure shall be erected, altered, or permitted to remain on any residential lot herein, other than a single-family dwelling not to exceed two and one-half stories and residential accessory buildings. Any garage or structure erected shall be of a permanent type of construction and shall conform to the general architecture and appearance of the neighborhood. The minimum square footage of living space of dwellings on residential lots shall be 1,000 square feet. The minimum lot area is exclusive of porches, terraces, garages.

within an easement area.

- C. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of other lot owners in this addition to said easements herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.

2. DWELLING SIZE AND USE:

All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and residential accessory buildings. Any garage, or accessory building erected shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. The minimum square footage of living space of dwellings constructed on all residential lots shall be 1,000 square feet. The square footage of living space is exclusive of porches, terraces, garages, carports, accessory buildings and basements.

FENCES:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, 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 points 25 feet from the intersection of said street lines. No trees shall be permitted to remain within said distances of such intersections unless the foliage thereon is maintained at sufficient height to prevent obstructions of such sight lines.

RESIDENTIAL SETBACK REQUIREMENTS:

- A. In General - Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development, except as provided herein.
- B. Definitions - "Side line" means a lot boundary that extends from the road on which the lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
- C. Front Yards - The front building setback lines shall be all as set forth upon this plat of the Development.
- D. Cul-De-Sacs - If the particular lot abuts on a cul-de-sac, the front building setback line shall be shown on the plat of that lot.
- E. Side Yards - The side yard setback lines shall not be less than an aggregate of thirteen (13) feet; provided, however, no side yard shall be less than five (5) feet from the side line of the lot.
- F. Rear Yards - Rear setback lines shall be at least twenty (20) feet from the rear lot line, unless otherwise shown on the plat.

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5. DEVELOPMENT CONTROL COMMITTEE:
Prior to application for Improvement Location Permit from the Department of Metropolitan Development of the City of Indianapolis for the construction of a residence or other structure, site plans and building plans shall be approved in writing by the Development Control Committee as defined in the Declaration Restrictions. Such approval shall include building design, color and location, private drives, tree preservation and proposed landscaping.
6. CONTROLLING DOCUMENTATION:
The restrictions contained in this plat are an implementation of the Declaration of Covenants, Conditions and Restrictions of Windsong, recorded as Instrument No. 64-99371 in the office of the Recorder of Marion County, Indiana. In the event of a discrepancy between these Plat Restrictions and the Declaration, then the Declaration shall control.
7. DURATION:
These covenants are to run with the land, and shall be binding to all parties and all persons claiming under them until January 1, 2020, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the development.
8. ENFORCEMENT:
The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Control Committee, the owners of the lots in the subdivision, their heirs and assigns, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Control Committee, any owner or owners, by or through any such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Department of Metropolitan Development of Marion County, its successors or assigns.
9. SEVERABILITY:
Every one of the Restrictions is hereby declared to be independent of, or severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.
10. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.
11. LOT ACCESS:
All lots shall be accessed from the interior streets of this subdivision. No direct access to lots shall be permitted on Windhaven Boulevard or Oaklandon Road.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

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Metropolitan Development Commission from enforcing any provisions of the
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quality of any other one of the Restrictions.

THE SHOREWOOD CORPORATION
100 Clarendon Drive
Noblesville, Indiana 46060

Stanley E. Hunt
President

John F. Culp
John F. Culp
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally
appeared Stanley E. Hunt and John F. Culp, the President and the Secretary,
respectively, of The Shorewood Corporation, who acknowledged execution of the
foregoing Declaration of Covenants, Conditions and Restrictions for and on
behalf of Grantor, and who, having been duly sworn, stated that the represen-
tations therein contained are true.

WITNESS my hand and Notarial Seal this 30th day of November
1984.

Don Howard
Notary Public

My Commission Expires:

My County of Residence:



NG SECTION III