

# WINDFIELD PARK

## SECTION 7

### COVENANTS

We, Windsor Homes, Inc., owners of the real estate shown and described herein, do hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as "WINDFIELD PARK SECTION SEVEN" an addition to the City of Greenfield.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "sanitary sewer drainage and utility easement (S.S., D. & U. E.)" or "drainage easements" (d.e.) to install, lay, construct, renew operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, anchors and other equipment for the purpose of serving the subdivision and other property with tele-  
-phone, electric, gas, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein) the right to use the streets and lots with aerial service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No permanent buildings, fences or trees shall be placed on said area as shown on the plat and marked "sanitary sewer drainage and utility easement (S.S., D & U. E.)", or drainage easements (D.E.) but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

1. Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Greenfield Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales 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 Greenfield Board of Public Works and Safety.
2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Greenfield Board of Public Works & Safety will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.
3. No fence, wall, hedge, tree or other shrub planting which obstructs sight lines and elevations between the heights of 3 and 12 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a diagonal line connecting 2 points measured 15 feet along each of the street property lines equidistant from the intersection of the property lines or the property lines extended, at the corner of the lot or in the case of a rounded property corner from the intersection of the street right-of-way lines extended.
4. The same sight limitations shall apply to any lot line within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement.
5. All numbered lots in this subdivision shall be designated as residential lots.
6. On lots 198 thru 200 inclusive and lots 209 thru 214, inclusive, no residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1200 square feet or 900 square feet in the case of a two-story dwelling, exclusive of porch or garage. On lots 201 thru 208, no residence shall have a ground floor area of not less than 1500 square feet or 900 square feet in the case of a two-story dwelling, with 50% brick or masonry on the exterior.
7. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat.

# LD PARK

## ON 7

LOTS

INSTR. NO 98-15068

8. No trailer, recreational vehicle, shack, basement, garage or other outbuildings or temporary structures shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennel or junk yard will be permitted in the subdivision. No industry, trade, or other commercial activity, educational or otherwise, shall be conducted, practiced or permitted in the subdivision. Keeping of livestock except domestic pets as permitted by the City of Greenfield Ordinance is prohibited.
9. No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
10. Only in-ground swimming pools shall be permitted in this subdivision.
11. No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicle may be parked or stored completely within an enclosed garage, except for personal automobiles, vans, and pickup trucks which may be parked on the driveway.
12. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invitees of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. This covenant shall in no way allow temporary parking or permanent parking on streets for which the City of Greenfield has passed ordinances prohibiting such.
13. Except to make it accessible for trash collection days when it shall be stored in appropriate closed containers, all garbage, trash, or refuse shall be stored in a location other than in front of the residence.
14. Communications antennae shall be placed indoors and of view with the exception of satellite dishes which may be outdoors providing they are placed behind the rear of the residence and they do not exceed twenty-four (24) inches in diameter.
15. All residential construction must be completed within one year after the starting date, including the final grading.
16. No concrete block house shall be permitted on any lot in this subdivision.
17. In order to preserve the natural quality and aesthetic appearance of the existing geographic area within the Development, any fence, light fixture or mailbox must be approved by the Developer or their assigns as to size, location, height and composition before it may be installed. Fencing shall not exceed five (5) feet in height. No fence shall be placed closer to the front lot line than the front building line setback line.
18. All residences constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed structures be placed on any lot.
19. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such manner as to prevent the lot or improvements from becoming unsightly.
20. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Developer or their assigns. Garage sale and real estate "for sale" signs shall require approval of the Developer or their assigns and shall be limited to wall signs attached to the primary structure on the lot.
21. No outbuilding or accessory structures shall be permitted on any lot in the subdivision unless it is an approved mini-barn purchased from the Developer or their assigns.
22. All driveways shall be hard surfaced with asphalt or concrete or other surfaces approved by the Developer or their assigns.
23. Residential Use Only. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision.

9815068

98 NOV 20 AM 01 07

*James M. O'Brien*  
HANDOOK COUNTY RECORDER

DULY ENTERED FOR TAXATION

NOV 1998

*Joseph E. Sullivan*  
TAX COLLECTOR

# WINDFIELD PARK SECTION 7 COVENANTS

24. There shall be lots in Winfield Park, Section 7 containing or abutting a separate body of water, along with lots to be developed in Sections 8 and 9 of Winfield Park, which will contain or abut the same body of water. This body of water serves as retention for drainage areas and outlets for surface water in Sections 7, 8 and 9 of Winfield Park. Only the owners of the lots which abut or become a part of the body of water shall have the right to use the body of water for fishing, and may only be used for such purpose in a safe manner from such owner's bank on the body of water. Notwithstanding such right, no owner shall have the right to use the body of water for any other purpose including, but not limited to, wading, boating, swimming, or fishing from within the body of water.

25. All of the owners of any lot or lots in Winfield Park, Section 7, shall belong to Winfield Park, Section 7, 8 and 9 Homeowners Association and shall pay any assessments for the maintenance of the body of water, including any necessary insurance as determined by such association.

The streets with appurtenant right-of-ways, sidewalks, and street lamps, if not heretofore dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or part. Invalidation of any of the foregoing covenants or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

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

By its President and Secretary, Windsor Homes, Inc. does hereby certify that it is the owner of the property described in the above caption and that as such owner, it has caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as its own free and voluntary act and deed this 13<sup>th</sup> day of November, 1998.

By: Steven R. Reilly, Pres.  
Steven R. Reilly, President

By: Michael K. Beatty, Sec.  
Michael K. Beatty, Secretary

STATE OF INDIANA )  
COUNTY OF HANCOCK } SS:

I, Teresa S. Spegal, a notary in and for said County and State hereby certify that Steven R. Reilly and Michael K. Beatty, personally known to me to be the same persons whose names subscribed to the above certificates, signed that above certificate as their own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of November, 1998.

Teresa S. Spegal Notary  
Printed Name: Teresa S. Spegal

My Commission Expires 1-2-01  
County of Residence Hancock