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Subdivision Covenants and Restrictions

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COVENANTS 30.00
OR Book 376 Page 23 - 32

DECLARATION OF COVENANTS, CONDITIONAL AND RESTRICTIONS

FOR

THE ARBORS OF NORTHRIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
made this 2ND day of OCTOBER, 2002, by DONALD E. LAMBERT,
hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real
property located in Hendricks County, Indiana, and described as
follows:

SEE ATTACHED EXHIBIT "A"

AND, WHEREAS, the Declarant desires that a dignified, high-
quality residential community be developed and maintained on the
said property, that all site planning, building and landscaping be
attractive and harmonious with the surroundings and that the
peaceful character of the property be protected; and, to these
ends, desires 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;

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the premises and the covenants contained herein, does hereby impose upon the said real property the following protective covenants, conditions, and restrictions:

I.

DEFINITIONS

As used herein:

1. The word "Lot" shall mean any of the lots located within the above-described property; and
2. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, dish antennas, exterior lighting, or other item constructed on a Lot, and all additions or alterations to any of the foregoing.

II

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 dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain 2200 square feet minimum amount of finished interior ground floor living area (exclusive of basements, porches, decks, patios, and garages). Ground floor living area shall include living area in upper levels. No vinyl or aluminum siding shall be used on the exterior of any residence.

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III

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 (including, without limitation, all landscaping and exterior painting) within 180 days after its commencement. No dwelling shall be occupied until it is completed.

IV

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.

V

APPROVAL OF PLANS AND SPECIFICATIONS BY ENVIRONMENTAL COMMITTEE

No structure shall be erected, placed, or (externally) altered on any Lot until the plans and specifications therefore (including elevations, materials, colors, textures, landscaping, and a site plan showing the location of the structure with grading modifications) shall have been filed with the Environmental Committee, and approved in writing by such Committee as to: quality of material, harmony of landscaping and no duplication of adjacent external design, colors, and finishes with existing structures and the surroundings; location with respect to topography and finish grade elevation; protection of existing trees; 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 accomplished in conformity therewith. If, forty-five (45) 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.

VI 4

TEMPORARY STRUCTURES, BOATS, AND TRAILERS

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, privy, or satellite dish, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any Lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a Lot if it is enclosed in a garage, in a manner approved in writing by the Environmental Committee

VII

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.

VIII

USE OF LOTS

No Lot or any part thereof shall be used for the conduct of any business, commerce, or profession.

IX

ANIMALS, LIVESTOCK AND POULTRY

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any Lot for commercial or any other purposes.

X

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any Lot, except as follows:

1. During construction of a dwelling, one non-illuminated sign, not exceeding three feet by four feet in dimension, may be displayed on a Lot for the identification of the builder.

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2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a Lot.

XI

SUBDIVISION OF LOTS PROHIBITED

No Lot shall be further divided or resubdivided. Alteration of boundary lines between Lots may be accomplished with the prior written consent of the Environmental Committee and in conformity with applicable ordinances and requirements of Brownsburg, Indiana.

XII

REMOVAL OF MATERIAL FROM LOT;
CHANGE OF NATURAL CONTOUR OF LOT;
CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES AND APRONS

Except for necessary excavation and grading in connection with construction (in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Environmental Committee. 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, without the prior written consent of the Environmental Committee. Construction of driveway entrances and aprons shall be the responsibility of the Lot owner, and such construction shall not interfere with surface water drainage on or onto the road.

XIII

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 governmental laws and regulations regarding siltation control. 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

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Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the Lot owner. The foregoing shall in no way create an obligation on Declarant to clean the streets under any circumstances.

XIV

GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collection. No accumulation of storage of litter, construction debris, or trash of any other kind, shall be permitted on any Lot.

XV

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 and leashed at all times.

XVI

USE OF SAWS, MOWERS, AND EQUIPMENT BY LOT OWNERS

The use of chain saws, lawn mowers, and other noisy equipment out of doors before 12:00 noon on Sundays shall be kept to a reasonable minimum.

XVII

LANDSCAPING

No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic

XVIII

USE OF OUTSIDE CLOTHESLINES

No clothing, laundry, or wash shall be aired or dried on any portion of any Lot visible from the road or from another Lot.

XIX

Satellite Dishes

Satellite dishes of approximately 18" in diameter may be erected if not visible from front elevation. Large dishes will not be permitted.

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FENCES

No fences of any kind may be erected or constructed on any portion of any Lot except fences for swimming pools; provided that such fences shall comply with all Brownsburg ordinances and shall be approved by the Environmental Committee.

XXI

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of the Declarant or a person or persons chosen by Declarant until such time as all Lots are sold by Declarant to third parties, at which time the Environmental Committee shall consist of three(3) persons from among then existing Lots owner chosen by Declarant. 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. After all Lots are sold by the Declarant, only Lot owners may be members of the Environmental Committee. Wherever consent, approval, or other action of the Environmental Committee is required under any provision of this Declaration, such requirement shall be deemed satisfied if, sixty (60) days after proper and complete presentation of the matter to such Committee, it shall have failed to issue its decision in writing. Voting on Committee matters may be done in person or by proxy (provided the proxy is in writing and notarized.)

XXII

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 Declarant, its 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 Declarant or its 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 reasonably 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.

XXIII

SEVERABILITY

Invalidation of any of these covenants by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XXIV

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, 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 reasonably necessary to facilitate such construction.

XXV

DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any Lot, their 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 Lots.

"DECLARANT"

By Donald E Lambert
Donald E. Lambert

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

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Before me, a Notary Public in and for said County and State, personally appeared Donald E. Lambert, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

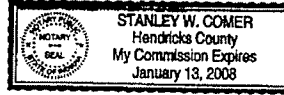
Witness my hand and Notarial Seal this 2ND day of OCTOBER, 2002.

My Commission Expires:

1-13-2008

Stanley W. Comer
Notary Public

County of Residence: HENDRICKS



This instrument was prepared by Ben Comer, Attorney at Law, 71 W. Marion Street, Danville, Indiana 46122.



LEGAL DESCRIPTION

A part of the Southeast Quarter of the Southwest Quarter of Section 3, Township 16 North, Range 1 East, of the Second Principal Meridian in the Town of Brownsburg, Lincoln Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section; thence South 00 degrees 20 minutes 14 seconds West (assumed bearing) on and along the East line of said Quarter Section 1335.82 feet to a 5/8 inch rebar and cap scribed "Benchmark Surveying" (hereinafter referred to as 'rebar'), said point also being a point on the South line of Northridge, Section XII, a subdivision in the Town of Brownsburg recorded as Instrument Number 9900007141 in Plat Cabinet 2, Slide 61, Page 1 in the Office of the Recorder of said County, said point also being the POINT OF BEGINNING of this description; thence continuing South 00 degrees 20 minutes 14 seconds West on and along said East line 747.57 feet to a capped rebar and a point on the North right-of-way line of the Consolidated Railroad Corporation (formerly Peoria and Eastern Railway); thence North 59 degrees 17 minutes 26 seconds West on and along said right-of-way line 723.84 feet to the point of tangency of a curve concave Southwesterly having a central angle of 02 degrees 51 minutes 55 seconds and a radius of 5000.00 feet; thence Northwesterly on and along said curve and said right-of-way line an arc distance of 250.04 feet (said arc being subtended by a chord having a bearing of North 61 degrees 27 minutes 22 seconds West and a length of 250.01 feet) to a point in the center of the Hollaway Legal Drain; thence the following four (4) courses being on and along the approximate centerline of said Legal Drain; (1) North 26 degrees 29 minutes 35 seconds East 50.12 feet; (2) North 26 degrees 25 minutes 20 seconds East 44.47 feet; (3) North 23 degrees 55 minutes 17 seconds East 130.78 feet; (4) North 32 degrees 48 minutes 23 seconds East 63.99 feet to the Southwest corner of said Northridge Section XII, subdivision; thence North 89 degrees 57 minutes 56 seconds East on and along the South line of said subdivision 716.51 feet to the POINT OF BEGINNING and containing 9.30 acres, more or less. Subject to all restrictions, rights-of-way and easements of record.



EXHIBIT "A"