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Title Insurance Company*

**INDIANA**

Not Just for One Transaction, But for Life

First American Title Insurance Company  
Indianapolis Downtown—Corporate  
251 E. Ohio Street, Suite 200  
Indianapolis, IN 46204  
Telephone (317) 684-7556

## Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

LAKE COVENANTS  
AND RESTRICTIONS  
TRADEWINDS SECTION ONE  
LEBANON, INDIANA

Upon the development of the proposed lake, as shown in the plat of Tradewinds Section One, the following covenants and conditions in the use, enjoyment and maintenance thereof shall apply:

1. The Lake Area depicted on the plat of Tradewinds Section One shall be owned and controlled by the Owners of the lots contiguous to the Lake Area. Lots 71, 72, 73, 74, and 75 as shown on this plat of Tradewinds Section One shall be identified as lots contiguous to the Lake Area in Tradewinds Section One.

2. The Owners of said lots referred to above in Tradewinds Section One, together with their guests, shall have the exclusive rights to enjoyment afforded by said lake. To this end, there is depicted upon said plat two mutual lake easements: (1) Lake Access Maintenance Easement in order to provide lake access for continuous and adequate maintenance and landscaping services for said lake, and (2) Lake Maintenance Easement which easement shall constitute a maintenance easement for any repair, water treatment or other service needed to assure continuous and adequate maintenance of services of said Lake and for landscaping and landscaping maintenance purposes.

3. Until such time as five (5) lots are sold adjacent to said Lake, with home improvements substantially completed thereon, it shall be the Declarant's responsibility, its successors and assigns, for the maintenance, repair and upkeep of said Lake. To this end, such Declarant shall distribute to each lot Owner reasonable rules and regulations concerning use of the Lake, which each Owner hereby agrees to comply with.

4. Upon conveyance of the fifth (5) improved lot adjacent to the Lake, the Owners identified as Owners of lots contiguous to the Lake area shall form an association in which each lot Owner shall have one (1) vote for all matters affecting the Lake including the selection of a Board of Managers which shall consist of not less than three (3) nor more than five (5) members. Thereafter, on the first (1st) Saturday in March of each calendar year, the voting members shall elect, by a majority vote of those members present, the Board of Managers for the ensuing year to a term commencing April 1 and expiring March 31 of the following year.

5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to the Lake as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the Lake property, including and easements adjacent thereto. Such budget shall be established annually on or before May 1 of each year for the ensuing twelve (12) month period.

6. Assessments, as determined by the Board of Managers in their sole and absolute discretion, shall be paid by each voting member within thirty (30) days from the date of billing thereof, and there shall be assessed a late charge of 1.5% per month on all delinquent payments.

7. Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage holder, which lien can be enforced by the Board of Managers or any individual property Owner subject to these Lake Covenants. By acceptance of deed of title to the lots subject to these Covenants and Restrictions, the grantee consents to the lien of assessment and its enforcement provisions, together with the costs of collection, including reasonable attorney's fees.

8. In the event of a dispute arising from the maintenance, repair and upkeep of the Lake, any voting member may request a meeting of the Owners of the lots contiguous to the Lake Area, upon giving notice to all of said Owners, in writing, designating a time and place not less than seven (7) days from the date of the notice, which time may be shortened in cases of extreme emergency. At such meeting, such dispute shall be resolved by a majority vote of the Owners then present and such decision shall be binding on all Owners.

9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers. Each Owner of a lot contiguous to the Lake area shall obtain their own public liability and property damage insurance for liabilities incurred by reason of Lake ownership.

10. No voting member or third party shall do or permit to be done any action or activity which could result in the pollution of the Lake, diversion of water, change in elevation of the Lake level, earth disturbances resulting in slitting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper Lake management.

11. The Board of Managers, on behalf of the property Owners or any property Owner subject to the Lake Covenants, the Boone County Drainage Board, and the City of Lebanon, Indiana, shall have the authority to institute an action of injunction to abate such activity or seek mandatory relief for the correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgement shall be entitled to costs of the action together with reasonable attorneys' fees.

12. No use of the Lake by the Owners of said lots shall impair or interfere with the use of the Lake for drainage and related purposes for the benefit of the Tradeswinds Development, and any such recreational or related uses shall be subordinate to the primary function of the Lake for drainage purposes.

In Testimony Whereof, witness the signature of Declarant this 24th day of January, 1996.

Promontory Group, Inc.  
By: Paul S. Hulse  
Paul S. Hulse, President

STATE OF INDIANA }  
COUNTY OF MARION } ss.

Before me, the undersigned, a Notary Public, in and for Marion County, State of Indiana, personally appeared Promontory Group, Inc. by Paul S. Hulse, President, and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed.

Witness my hand and seal this 24th day of January, 1996.

Maxine H. Webb  
Notary Public  
MAXINE H. WEBB  
Printed



Resident of Hamilton County

My commission expires: 12/12/99

COVENANT/21628LK

TRADEWINDS

COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Promontory Group, Inc., an Indiana Subchapter "S" Corporation, Owner of the land shown and described hereon has caused to be made the attached plat entitled "TRADEWINDS", the same being a subdivision of a part of the Northeast Quarter of Section 24, Township 19 North, Range 1 West, Center Township, Boone County, Indiana, and also a part of the Southwest Quarter of the Northwest Quarter of Section 18, Township 18 North, Range 1 East, Boone County, Indiana. This subdivision shall be an addition to the City of Lebanon. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

1. The express purpose of this plat is to subdivide the above property into lots in order to create more suitable sites for development.
2. The official zoning regulations now in effect, "AA RESIDENCE DISTRICT," or as the same may be amended from time to time, changed or amended applicable to the area within which the subdivision is located shall be observed.
3. There are strips of ground marked "UTILITY EASEMENTS" shown on this plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, masts, sewers, drains, ducts, lines and wires and other equipment used in the provision of utility service to the owners of lots within the subdivision. Purchasers of lots in this subdivision shall take title subject to the UTILITY easements hereby created and subject at all times to the rights of proper authorities to service the utility facilities and the easements hereby created and no permanent structure of any kind and no part thereof shall be built, erected or maintained on said utility easements.
4. There are strips of ground marked "DRAINAGE EASEMENTS" shown on this plat which are hereby reserved to the City of Lebanon and "STORM LEGAL DRAIN" shown on this plat which is hereby reserved to the Boone County Drainage Board. Such strips of ground are reserved for the installation and maintenance of sewers, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the owners of the areas enclosed within the easements to maintain such areas in such conditions that the flow of storm drainage water on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the owners of other land included within the plat, upstream or downstream, effected by such use and for any proper agency or department of the City of Lebanon and the Boone County Drainage Board. The City of Lebanon and the Boone County Drainage Board are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the City of Lebanon and the requirements of all drainage permits for this plat. Failure to so comply with the Federal Housing Administration lot grading regulations and recommendations or construction of any building area including basements or lower levels of multi-level homes, below the minimum pad elevations shown on the "DRAINAGE PLAN," shall operate as a waiver and release of the developer, his engineer and agents from all liability to damage caused by storm waters of storm drainage. Furthermore, there are easements and servitudes upon the land within the plat in favor of surface water runoff along natural valleys and drainage channels running to owners of other land contained within the plat, upstream and downstream. It shall be the responsibility of the owners of these natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.
5. All lots shall be used for residential purposes except for Builder Model Homes as permitted by the Developer. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling. No home shall exceed two and one half stories or thirty-five feet in height.
6. Front building lines are hereby established as shown on the foregoing plat between which lines and the right-of-way lines there shall be erected, placed, or altered no structure or part thereof except that fences in keeping with the architectural style as specifically approved by the Architectural Review Committee will be permitted, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and 25 feet measured perpendicularly from these public-right-of-way lines unless otherwise dimensioned.
7. Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of twelve hundred (1200) square feet. In the case of a structure of more than one story, at least seven hundred and fifty (750) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.
8. An Architectural Review Committee is hereby created, whose initial members will be appointed by the persons who have executed this plat. Those people who have this plat will also have the right to replace the member or members of the Architectural Review Committee and to expand the membership of the Architectural Review Committee with rights of appointing additional members. A majority of the members of the committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of exterior design with existing structures of the development and whether the building and property set back lines are in conformity with the applicable plat requirements and these covenants, conditions and restrictions. No charges will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) calendar days after submission, the committee will be deemed to have approved such plans. Action of the committee need not be at a formal meeting but may be evidenced informally in writing, signed by a majority thereof. No single family dwelling, greenhouse, porch garage, swimming pool, basketball court, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, a building plan showing floor areas and elevations, specifications, and landscaping plan and such other data or information as may be reasonably requested.
9. Every building or part thereof shall be so located as to provide a minimum side yard on each side of seven and one half ( 7 1/2 ) feet provided both sides equal at least 20% of the actual lot width, except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or a drainage easement which serves lots beyond the lots owned by the common owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same owner or owners, and the drainage easements or utility easements which may separate those lots are not used to provide drainage or utility services to any area beyond the lots commonly owned, then those easements on the boundary line between the two lots shall be extinguished for so long as the lots are owned by the same owner or owners. Notwithstanding the regulations of the "AA" zoning ordinance the minimum rear yards for any lot within this subdivision shall be twenty (20) feet. In addition, the open space which is comprised of the total horizontal area of all covered open space shall comprise at least seventy (70%)

10. All driveways shall be paved.
  11. All roofs shall have a minimum pitch of
  12. All homes shall a minimum two car pore
  13. No carports of any kind shall be permit
  14. Every single family dwelling and garage p lat shall be completed on the exterior s including at least one (1) coat of paint such structures must be completed in c
  15. All mailboxes shall be of a uniform desi
  16. All roof vents whether plumbing vent etc be located on the rear roof and shall b with the roofing color.
  17. No heat pumps, air conditioning units or house.
  18. All landscaping shall be completed within commencement of construction, weathe
  19. All fences shall meet the following stan
    - a. The Architectural Control Committe specifications for fences including
    - b. Property fencing which is not loca in height.
    - c. Patio screens/privacy fences enclo height. Fences enclosing pools sh governmental authority.
    - d. For noncorner lots no fence shall and the front of the house facing
    - e. For corner lots no fence shall be the side and front of the house
    - f. Fences may not encroach upon an specifically approved by the Boon
    - g. Fences may not encroach upon or specifically allowed by the City of ordinances.  20. Modular-type construction shall not be fabricated home components such as modular-type construction.
  21. All gutters and downspouts in the Deve
  22. No storage sheds, tool sheds, mini-bar excess of the following dimensions ( 6 feet in height and six (6) foot sidewall Architectural Control Committee. Any a type structure allowed in this subdivisio it must also conform to the general o eingles of the roof and the paint or scheme of the house.
  23. All swimming pools shall be in-ground,
  24. No metal, fiberglass or similar type mo the Development.
  25. No camper, motor home, schoolbus, tr may be stored on any lot, except in c
  26. No satellite dishes (in excess of eight) radio or radar equipment shall be part Architectural Control Committee.
  27. No outside fuel storage tanks shall be be permitted above or below ground.
  28. The repair or storage of inoperative m vehicles shall not be permitted on any constructed by these covenants, condi
  29. Cars and trucks may not be parked or they (a) do not hinder the normal flo entering or leaving any driveway, (c)
  30. No house footing drain or roof water Underdrains attached to the downspou
  31. Any structure or building permitted in which may be all or in part destroyed rebuilt and restored to its previous or debris accumulated in connection ther after any such occurrence.
  32. The owner of any lot shall at all time thereon in such a manner as to prev end, specifically, such owner shall:
    - a. Mow the lot at such times as r unsightly growth of vegetation o
    - b. Remove all debris or rubbish;
    - c. Prevent the existence of any obj or diminish the aesthetic appea
    - d. Cut down and remove dead tree
    - e. Firewood must be stacked nea
    - f. Where applicable, prevent debris areas;
    - g. Keep the exterior of all improve to avoid their becoming unsight
- The developer shall keep all unsold lots m

33. No outside toilets shall be permitted period of construction and then any Committee.

All driveways shall be paved.

All roofs shall have a minimum pitch of 4/12.

All homes shall a minimum two car garage.

No airports of any kind shall be permitted.

Every single family dwelling and garage permitted to be constructed or to remain on any lot shall be completed on the exterior within six (6) months from the start of construction, including at least one (1) coat of paint stain or varnish on any exterior wood surfaces. All such structures must be completed in one (1) year.

All mailboxes shall be of a uniform design and color specified by the declarant.

All roof vents whether plumbing vent stacks, furnace stack or roof ventilation units shall be located on the rear roof and shall be painted a manufacturer's color to match/blend with the roofing color.

No heat pumps, air conditioning units or gas meters will installed on the front of the house.

All landscaping shall be completed within six (6) months from the date of commencement of construction, weather permitting.

All fences shall meet the following standards:

- a. The Architectural Control Committee must preapprove all plans and specifications for fences including height, color and type of construction.
- b. Property fencing which is not located around a patio shall not exceed four (4) feet in height.
- c. Patio screens/privacy fences enclosing a patio shall not exceed six (6) feet in height. Fences enclosing pools shall be governed by the local or other appropriate governmental authority.
- d. For rear corner lots no fence shall be installed between the building set-back line and the front of the house facing the street.
- e. For corner lots no fence shall be installed between the building set-back line and the side and front of the house facing the two respective streets.
- f. Fences may not encroach upon any legal drains and related easements unless specifically approved by the Boone County Drainage Board.
- g. Fences may not encroach upon any other drainage and utility easements unless specifically allowed by the City of Lebanon local zoning or subdivision ordinances.

Modular-type construction shall not be permitted in the Development. However, pre-fabricated home components such as walls, roof trusses, etc., shall not be considered modular-type construction.

All gutters and downspouts in the Development shall be painted.

No storage sheds, tool sheds, mini-barns and similar type structures shall be allowed in excess of the following dimensions ( ten (10) feet in width, twelve (12) in depth, ten (10) feet in height and six (6) foot sidewalls) without the prior written approval of the Architectural Control Committee. Any storage shed, tool shed, mini-barn or similar type structure allowed in this subdivision shall be of a permanent type of construction. It must also conform to the general architecture and appearance of such residences; the shingles of the roof and the paint or stain of the structure must blend with the color scheme of the house.

All swimming pools shall be in-ground, and no above-ground pools shall be permitted.

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Development.

No camper, motor home, schoolbus, truck, trailer, boat or recreational vehicle of any kind may be stored on any lot, except in an enclosed garage.

No satellite dishes (in excess of eighteen (18) inches), radio towers, CB antennas or other radio or radar equipment shall be permitted unless specifically approved by the Architectural Control Committee.

No outside fuel storage tanks shall be permitted above ground. No gasoline storage shall be permitted above or below ground.

The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.

Cars and trucks may not be parked on lawns. Cars and trucks may be parked on streets if they (a) do not hinder the normal flow of traffic, (b) do not block or hinder traffic from entering or leaving any driveways, (c) do not violate any local ordinance or regulation.

No house footing drain or roof water drain shall be discharged into the sanitary sewer. Underdrains attached to the downspouts of houses must be buried in the yard.

Any structure or building permitted to be constructed on any lot by these covenants, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

The owner of any lot shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such owner shall:

- a. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- b. Remove all debris or rubbish;
- c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- d. Cut down and remove dead trees;
- e. Firewood must be stacked neatly and not be unsightly;
- f. Where applicable, prevent debris and foreign material from entering drainage areas;
- g. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

developer shall keep all unsold lots mowed at a maximum height of twelve (12) inches.

No outside toilets shall be permitted on any lot in the Development except during the period of construction and then only with the consent of the Architectural Control Committee.

34. No sanitary waste or other wastes shall be permitted

35. No signs or advertisements shall be displayed or placed on any lot without the prior written approval of the Architectural Control Committee. However, Developer and design advertising signs during the sale and development of the Development shall be permitted.

36. No animals, livestock or poultry of any kind shall be kept on any lot except dogs, cats or other household pets may be bred or maintained for any commercial purposes. Pets must be reasonably quiet and contained, either on a leash or in a cage, and shall not become a nuisance. Pets must not be kept in doghouses or structures similar in nature or use to doghouses as permitted by the Architectural Control Committee.

37. No owner of a lot in the Development shall burn or refuse. Nor shall any such owner accumulate or permit such refuse on his or her lot.

38. Sight Obstructions. No fence, wall, tree, hedge or other structure shall be erected between three (3) and twelve (12) feet from the front of any lot within the right of way lines and a line connecting points forty feet from the right of way lines, or in the case of a rounded property corner, a right of way line extended. The same sight line shall be ten (10) feet from the intersection of a street right of way line and an alley line. No driveway shall be located at the intersection of two (2) street lines. No tree shall be located at such intersections unless the foliage line prevent obstruction of such sight lines. No fences between the front set back line and the street curb

39. The right to enforce each and all of the covenants, conditions and restrictions herein, together with the right to cause the removal of any violation thereof by injunction or by any other legal remedy, shall be enforceable by the Architectural Review Committee and each and every subdivision, their grantees and assigns, who shall be without being required to show any damages to the City of Lebanon shall have no rights, power or authority to enforce the covenants, conditions and restrictions contained herein, provided further, that nothing herein shall prevent the City of Lebanon from enforcing any provisions of the Subdivision Ordinance attached to approval of this plat by the City of Lebanon.

40. These covenants, conditions and restrictions shall be effective for a period of twenty years from the date of the expiration of such term such covenants shall be automatically renewed thereafter for periods of ten years prior to the expiration of each ten year period, in this subdivision shall execute and acknowledge the renewal, and said written declaration shall be recorded in the Boone County, State of Indiana, in which event the provisions shall be null and void.

41. Invalidation of any one of these covenants by judgment shall not affect any of the other provisions which shall continue in full force and effect.

42. By taking deed to any lot in this subdivision the lot owner shall acknowledge that the lot has been approved and accepted by the Boone County and City Drainage Ordinance in "as is" condition as it pertains to drainage, and of any and all drainage swales and any and all site improvements, then grantee understands that from that time forward he shall be responsible for any care or maintenance of that lot, wooded areas, maintenance of any and all drainage preparation. It is also agreed by grantee that it is known to buyer when grantee sells the lot. The above provisions shall be null and void.

43. By taking deed to any lot in this subdivision, each of the lot owners shall acknowledge that the lot has been approved and accepted by the Boone County and City Drainage Ordinance in "as is" condition as it pertains to drainage, and of any and all site improvements, then grantee understands that from that time forward he shall be responsible for any care or maintenance of that lot, wooded areas, maintenance of any and all drainage preparation. It is also agreed by grantee that it is known to buyer when grantee sells the lot. The above provisions shall be null and void.

IN WITNESS WHEREOF, witness the signature on behalf of

January 1996.

STATE OF INDIANA )  
COUNTY OF Hamilton

Before me, a Notary Public in and for said County of Hamilton, Paul S. Hulce, President of The Promontory Group, Inc., an Indiana corporation, acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions on behalf of said Corporation, and that any representations therein contained are true.

Witness my hand and Notarial Seal this 23rd day of January, 1996.

My Commission Expires: 12/2/99

This instrument was prepared by Paul S. Hulce, 8306 Promontory, Hamilton, Indiana 47529.  
1/13/96  
COVENANT/TRADEW

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34. No sanitary waste or other wastes shall be permitted to enter the storm drainage system.

35. No signs or advertisements shall be displayed or placed on any lot or structure in the Development without the prior written approval of the Committee, except for the sale of a lot or a residence. However, Developer and designated Builders may use for sale and advertising signs during the sale and development of the subdivision.

36. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept bred or maintained for any commercial purposes. Such household pets shall be kept reasonably quiet and contained, either on a leash or in a fenced area whenever outside, so as not to become a nuisance. Pets must not be life-threatening to other residents. Doghouses or structures similar in nature are not permitted unless specifically approved by the Architectural Central Committee.

37. No owner of a lot in the Development shall burn or bury out-of-doors, any garbage or refuse. Nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his or her lot.

38. Sight Obstructions. No fence, wall, tree, hedge or shrub planting which obstructs sight lines at elevations between three (3) and twelve (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 line connecting points forty (40) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street right of way lines extended. The same sight line limitations shall apply to any lots within ten (10) feet of the intersection of a street right of way line with the edge of a driveway pavement or alley line. No driveway shall be located within seventy five (75) feet of the intersection of two (2) street lines. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

39. The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right of cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee and each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney fees. The City of Labanon shall have no rights, 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 City of Labanon; provided further, that nothing herein shall be construed to prevent the City of Labanon from enforcing any provisions of the Subdivision Central Ordinance or any conditions attached to approval of this plat by the Plat Committee.

40. These covenants, conditions and restrictions constitute covenants running with the land and shall be effective for a period of twenty years from the date of recordation of the plat, provided that at the expiration of such term such covenants, conditions and restrictions shall be automatically renewed thereafter for periods of ten years each, unless at least one year prior to the expiration of each ten year period, the owners of the majority of the lots in this subdivision shall execute and acknowledge the declaration in writing waiving renewal, and said written declaration shall be recorded in the land records of Boone County, State of Indiana, in which event the provisions as set forth for renewal shall be null and void.

41. Invalidation of any one of these covenants by judgment or court order shall be in no way affect any of the other provisions which will continue to remain in full force and effect.

42. By taking deed to any lot in this subdivision the lot owner fully understands that Tradewinds Subdivision has been approved and accepted by the City of Labanon and complies with current County and City Drainage Ordinances. Grantor is conveying this lot in "as is" condition as it pertains to drainage, clearing of wooded areas, maintenance of any and all drainage swales and any and all site preparation. Once this lot is deeded to grantee, then grantee understands that from that time forward the developer is no longer responsible for any care or maintenance of that lot as pertains to drainage, clearing or wooded areas, maintenance of any and all drainage swales, and any and all site preparation. It is also agreed by grantee that it is his responsibility to make the same known to buyer when grantee sells the lot. The above statements are to run with the land.

43. By taking deed to any lot in this subdivision, each owner will become a member of the Tradewinds Homeowners Association which will be organized as a not-for-profit corporation under the laws of the State of Indiana for the expressed purposes of enforcing the Covenants and of maintaining any common areas located within the boundaries of Tradewinds (including both present and future sections). The establishment of the Home Owners Association will be outlined and recorded as a separate instrument number.

IN WITNESS WHEREOF, witness the signature on behalf of the Developer this 23rd day

of January 1996.

Premontory Group, Inc.  
By: Paul S. Hulse  
Paul S. Hulse, President

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul S. Hulse, President of the Premontory Group, Inc., an Indiana Subchapter "S" Corporation, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions as such President acting for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 23rd day of January 1996.  
County of Residence: Hamilton Signature: Paul S. Hulse  
My Commission Expires: 12/12/99 Printed: MANUVE H. WEBB

This instrument was prepared by Paul S. Hulse, 9305 Premontory Circle, Indianapolis Indiana 46238.



1/13/96  
COVENANT/TRADEW