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Subdivision Covenants and Restrictions

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HENDRICKS COUNTY RECORDER# 3140
88-495DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WINDRIDGE NORTH SUBDIVISION, SECTION ONE

Thomas G. Bell, Jr., and Larry D. Summers, as Owners and Developers of Windridge North, Section One, a subdivision located in the Northwest quarter of Section 34, Township 17 North, Range 1 East, Brown Township, Hendricks County, Indiana, do hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and themselves, their grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

I

DEFINITIONS

- A. "Committee" shall mean the Environmental Committee composed of Thomas G. Bell, Jr., and Larry D. Summers, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined. Upon the sale of all lots, the Environmental Committee shall be composed of five (5) members chosen initially from among Owners as hereinafter defined and thereafter, in the event of a vacancy in membership the remaining members shall choose a replacement from among other Owners.
- B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- C. "Association" shall mean the Windridge North Property Owners Association as created by the Developer.
- D. "Developer" shall mean Thomas G. Bell, Jr., and Larry D. Summers or their assigns.
- E. "Plat" or "Plats" shall mean the subdivision plat or plats for Windridge North as originally recorded on the _____ day of _____, 1993, as Instrument # _____, in the Office of the Recorder of Hendricks County, Indiana, as the same may be hereafter amended, revised or supplemented.
- F. "Development" shall mean and refer to the residential development which now exists or may hereafter be created within the above described real estate located in Hendricks County, Indiana.
- G. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

- H. "Easements" shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance Easements" and "Landscaping Easements", which are referenced on the Plat.
- I. "Lot" shall mean any unnumbered parcel of real estate shown and identified as a lot on the Plat.
- J. "Covenants" shall mean this Declaration of Covenants, Conditions, and Restrictions for Windridge North Subdivision, Section One, as hereinabove and hereinafter set forth, as well as the lake covenants for Windridge Addition, Sections One and Two, which shall be incorporated herein and shall apply except as specifically altered, amended or changed by these covenants, for Section One.

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 building shall not exceed two and one-half stories in height exclusive of the basement, and shall be used for private dwelling purposes only. For Lots 1, 2, 3, and 11, such dwelling shall contain 2200 square feet minimum amount of finished area in the case of a one story residence. There shall be a minimum of 2400 square feet in the case of a 2 story residence (exclusive of porches, basements, decks, patios, and garages). For Lots 4-10, and 12-16, such dwelling shall contain 2300 square feet minimum amount of finished area in the case of a one story dwelling. There shall be a minimum of 2500 square feet in the case of a 2 story residence (exclusive of porches, basements, decks, patios, and garages).

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 on the exterior within 180 days after its commencement. No dwelling shall be occupied until it is completed. Any structure which may be in whole or in part destroyed by fire, windstorm or any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed as soon as possible after the occurrence. The owners of a lot where a building is under construction shall provide a dumpster for storage of all debris during the period of construction.

IV

STANDARDS 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 THE ENVIRONMENTAL COMMITTEE

No structure shall be erected, placed, or (externally) altered on any lot until the plans and specifications thereof (including elevations, materials, colors, and a site plan that shows the location of the building) shall have been filed with the Environmental Committee, and approved in writing by such Committee as to: quality of material; harmony of design and materials, colors, and finishes; location with respect to the topography and harmony with other structures; 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 completed in conformity therewith. If, thirty (30) 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

TEMPORARY STRUCTURES, BOATS, AND TRAILERS, ETC.

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, storage building, satellite TV dish, ham radio antenna, above ground swimming pool, hut, or shack shall be placed or allowed to remain on any lot; provided, that a boat, camping trailer, truck-mounted camper, recreational vehicle, or similar vehicle may be kept on a lot if it is enclosed in a garage, in a manner approved 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. There shall not be any type of recreational vehicle operated at any time on any lot within the subdivision. This is to include but is not limited to the following: dirt bikes, ATV's, motor bikes or any other off-road motorized vehicles. The storage of damaged or inoperable vehicles on a driveway or street will not be allowed.

VIII

USE OF LOT, ANIMALS

No lot or any part thereof shall be used for the conduct of any business; no animals shall be kept or bred on any lot for commercial purposes.

IX

CONTROL OF DOGS

All dogs shall be confined indoors and kept quiet after 9:00 p.m. and before 8:00 a.m. Dogs shall be confined or securely restrained or leashed at all times.

X

GARBAGE AND REFUSE CONTAINERS

Refuse and refuse containers shall not be permitted to remain in public view or by any other lot owner except on days of collection. No refuse pile or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris shall not be permitted on any lot or public area.

XI

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any lot, except as follows: During construction of a dwelling a sign or signs not over 6 square feet in size and non-illuminated may be displayed for builder or financing identification or for sale. Thereafter, a temporary, non-illuminated sign of not more than 6 square feet in area is permitted advertising the property for sale or for rent.

XII

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 laws regarding erosion. The streets within the subdivision shall be cleaned by the lot owner whenever construction activity of 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 Declarants that such cleaning is required, then the Declarants may perform such cleaning and charge the reasonable cost thereof to the lot owner. The foregoing shall in no way create an obligation on Declarants to clean the streets under any circumstances.

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. Sump pump water is to be discharged to the subsurface drains located at the street. Downspouts shall not be discharged to the subsurface drains.

XIII

FENCES

No fences of any kind may be erected or constructed on any portion of any lot except fences for swimming pools which shall be approved by the Environmental Committee.

XIV

DRIVEWAYS AND LANDSCAPING

All driveways and walks must be hardsurfaced within 6 months of occupancy. For driveways the material must be concrete or black topping. Sidewalk material must be concrete or brick. All properties must be appropriately landscaped within 6 months of occupancy.

XV

FUEL TANKS

All storage tanks for fuel must be located under the surface of the ground.

XVI

COVENANT FOR MAINTENANCE ASSESSMENTS

- A. Creation of the Lien and Personal Obligation of Assessments. Developer, being the owner of all the lots, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Developer, and thereafter, when legally formed, the Association: (1) Annual Assessments or charges; (2) Special Assessments for improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.
- B. Purpose of Assessments. The assessments levied by the Association or the Developer shall be used exclusively for the purpose of maintaining the entrance ways to the subdivision and for payment of the electric charge for the electric street lights and street sign maintenance.
- C. Amount of Annual Assessments. The annual assessment shall be \$50.00 per each Lot sold by Developer, their representatives or assigns, and the assessment shall be distributed evenly against each lot. From all such assessments, the Association shall pay for the cost of maintaining the entrance way to Windridge, replacement of dead or dying landscaping and street lighting costs. In no event shall any assessment or charge or special assessment be levied against or be due from Declarants for any lots owned by them, required by them, or otherwise. The Association may change the amount of annual assessment if the charge for electrical service is increased or maintenance for the entrance way increases, or to maintain street signs and landscape.
- D. Date of Commencement of Annual Assessments and Due Dates. The Annual Assessments provided for herein shall commence for each lot owner on the first day of January, of the year following purchase of the lot, whether by deed, land contract, or otherwise. The assessment for each succeeding year shall become due and payable at the same time thereafter. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these restrictions.

- E. Duties of the Board of Directors. The management, affairs and policies of the Windridge North Property Owners Association shall be vested in a Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The association shall be upon demand at any time furnish to any owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- F. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association. If the Assessments are not paid on the date when due, then the assessments and costs of collecting thereof, as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed Two Dollars (\$2.00) shall be added thereto and from that date interest at the rate of ten (10) percent per annum may be added to the balance and the Association or the Developer may bring an action at law against the owner personally obligated to pay the same and recover costs of collection, including reasonable attorney fees.
- G. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.
- H. Exempt Property. The following property, subject to this Declaration, shall be excepted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

XVII

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of a person or persons chosen by Developer until such time as all lots are sold by the Developers, at which time the Environmental Committee shall consist of five (5) persons from among the existing lot owners then chosen by Developer. 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. Individual members of the Committee shall be subject to appointment and removal within the sole discretion of the Developer until such time as all lots are sold.

XVIII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- A. Membership. Every person or entity who holds any equitable interest, including the Declarants, in any lot or lots included within the subdivision, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a member.
- B. Voting Rights. The Association shall have one class of voting membership. Voting members shall be all those members who hold the interest required for Membership. There shall be only one vote for each lot owned by member or members.

XIX

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 Declarants, their 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 Developer or their 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 on the property where such violation exists and summarily to abate or revoke 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.

XX

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. Nor shall the lack of enforcement of any covenant invalidate it or any other covenant.

XXI

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Developer, or any other party construction 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.

XXII

DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot, his 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 the lots.

"Developer"

Thomas G. Bell, Jr.
Thomas G. Bell, Jr.

Larry D. Summers
Larry D. Summers

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Thomas G. Bell, Jr. and Larry D. Summers, who acknowledged the execution of the foregoing as their voluntary act and deed.

Witness my hand and Notary Seal this 13th day of September, 1993.

My Commission Expires:
4-12-97

Carla A. Callis
Notary Public

CARLA A. CALLIS
Printed Name

County of Residence: Hendricks

This instrument was prepared by Lewis Engineering, Inc.