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.
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 22nd day of January, 1991, by SANDERS BUILDING & CONTRACTING CO., INC., hereafter 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;

NOW, THEREFORE, Declarant, for and in consideration of 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 work "lot" shall mean any of the lots located within the above-described property; and

2. The work "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 2000 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.

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

2
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

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.

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

4
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 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 collections. 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 6:00 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

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.

XX

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of 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 Lot owners 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 owners 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.)

XXI

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 whose enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

XXII

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.

XXIII
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.

XXIV

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 Lots.

"DECLARANT"

SANDERS BUILDING & CONTRACTING CO., INC.

BY Mark E. Sanders, President

STATE OF INDIANA )
COUNTY OF BOONE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark E. Sanders, President of Sanders Building & Contracting Co., Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 22nd day of January 1991.

My commission Expires: 5-01-92

County of Residence: Marion
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 1ST day of MARCH, 1991, by SANDERS BUILDING & CONTRACTING CO., INC., hereafter 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;

NOW, THEREFORE, Declarant, for and in consideration of 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 work "Lot" shall mean any of the lots located within the above-described property; and

2. The work "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.

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

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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.

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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, color, 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.

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TEMPORARY STRUCTURES, BOATS, AND TRAILERS

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

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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

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GARBAGE AND REFUSE DISPOSAL
Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collections. 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.

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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.

XX

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of 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 the then existing Lot owners 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 owners 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).

XXI

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.

XXII

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.

XXIII
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.

XXIV

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 Lots.

"DECLARANT"

SANDERS BUILDING & CONTRACTING CO., INC.

BY

Mark R. Sanders, President

STATE OF INDIANA )
COUNTY OF BOONE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark R. Sanders, President of Sanders Building & Contracting Co., Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 1ST day of March, 1991.

My commission Expires: 5-01-92

County of Residence: Marion
Exhibit A

NORTH RIDGE SECTION 11

LAND DESCRIPTION

A part of the West Half of the Northeast Quarter of Section 10, Township 16 North, Range 1 East, Second Principal Meridian, Lincoln Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10; thence North 01°37'00" West along the East line of said Quarter-Quarter Section 20.60 feet to the Point of Beginning; thence North 72°18'05" West along an existing fence line 64.12 feet to a fence corner post; thence North 72°36'42" West along another fence line and the North line of property belonging to Rafael and Michele Mcintosh (as recorded in Deed Book 259, page 55) 188.69 feet to a fence corner post; thence South 22°38'54" West along the West line of said Mcintosh property 188.69 feet to a point in the centerline of the old State Road 34 (now U.S. 136), said point being approximately 2.3 feet southerly from the current centerline, said point also being the West line of said Mcintosh property; thence North 57°13'40" West along said centerline of the old State Road 34 a distance at 102.82 feet to a point in the centerline of U.S. 136; thence North 28°49'12" East along the east line of property belonging to James and Jamie Gordon (as recorded in Deed Book 259, page 576) 277.06 feet; thence North 57°42'12" West along the North line of said Gordon property; thence North 21°50'28" East 195.33 feet to an existing Northeast corner post, thence North 56°33'08" West along said fence line and the North line of property belonging to Lucile Gladden (as recorded in Deed Book 202, page 81), also being the North line of property belonging to Robert Crow (as recorded in Deed Book 301, page 780), Charles and Wanda Douglas (as recorded in Deed Book 211, page 368), and Samuel and Armeta Thicksten (as recorded in Deed Book 161, page 448) 501.04 feet to the intersection with second fence line; said line also being the East line of property belonging to Thomas and Charlotte Sebbae (as recorded in Deed Book 249, page 593); thence North 23°25'43" East along said fence line and East line 585.17 feet to the North line of said Quarter-Quarter Section; thence North 89°07'10" East along said North line 278.51 feet to the Southwesterly right-of-way line of the Corrall Railroad (formerly the C.C. and St. Louis Railroad); thence South 61°01'32" East along said right-of-way line 575.71 feet to the East line of said Quarter-Quarter Section; thence South 01°37'00" East along said East line 1020.86 feet to the Point of Beginning, containing 19.07 acres, more or less; subject to highways, rights-of-way and assessments.
AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIEGE SUBDIVISION, SECTION ELEVEN

Comes now the undersigned, being all owners of lots in
Northridge Subdivision, Section Eleven, as per plat thereof
recorded February 14, 1991 in Plat Cabinet 1, Slide 114, page 2
in the Office of the Recorder of Hendricks County, Indiana, and do
hereby amend the Restrictive Covenants of said subdivision which
were recorded February 14, 1991 in Miscellaneous Record 125, page
25; and re-recorded March 5, 1991 in Miscellaneous Record 125, page
200 in the Office of the Recorder of Hendricks County, Indiana, as
follows:

Added to said Restrictive Covenants is the following:

MAINTENANCE OF COMMON AREA. The Common Area for the
subdivision consists of property located on U.S. 136 which is
denoted as the entrance which has a brick wall with landscaping the
lights for denoting Northridge spelled out on the wall. This area
is currently being maintained by the developer. At the time
seventy-five percent (75%) of the lots have been deeded from the
developer, Sanders Building & Contracting Co., Inc., this area
shall be maintained by Northridge Property Owners Association.
Maintenance of Common Area will include but not be limited to
taxes, mowing and/or replacement of landscaping, utilities for
lights and other items that may be needed to maintain said area.

The undersigned owners, being all owners of Northridge
Subdivision, Section Eleven, hereby covenant, that each subsequent
owner of any lot within said development, by acceptance of a deed of conveyance, shall be deemed and covenanted to agree to pay to the association any and all annual assessments or charges, special assessments for capital improvements or such assessments as shall be fixed, established and collected from time to time for such maintenance. The assessment shall be pursuant to a majority vote of the Northridge Property Owners Association, which such assessment shall be paid to the Treasurer of such association. Any special assessment beyond an annual assessment shall require a two-thirds vote of all voting members of the association who are voting in person or by proxy at a meeting duly called for such purpose with written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. All annual assessments or special assessments or other charges shall be due upon the date as established by the association. Failure to pay any assessment or charge as established by the association shall incur interest on such obligation at the rate of Eighteen percent (18%) per annum and the association may bring an action at law against the owner personally obligated to pay such or to foreclose the lien against the respective property. Any action to enforce the assessment or charge shall include attorneys fees and the costs thereof. The lien of assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the property subject to assessments. Each owner of a lot in Northridge Subdivision, Section Eleven, shall be a member of said
association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members.

So amended this 17th day of APRIL, 1993.

Maurice J. Black Lots 215 & 216
Mary W. Black Lots 215 & 216
Stephen Sellers Lot 228
Tracy C. Sellers Lot 228
James R. Mossett Lot 229

Linmore Homes, Inc.

By: Richard Sanders
Lot 221

Sanders Building & Contracting Co., Inc.

By: John A. Sanders

Lotes 212, 213, 214, 217, 218, 219, 220, 222, 221, 224, 225, 226, 227 & 238

ENTERED FOR RECORD
APRIL 15, 1993
BOOK 135 PAGE 296.

HENRICO COUNTY RECORDER
AMENDMENT TO RESTRICTIVE COVENANTS
NORTH RIDGE SUBDIVISION, SECTION ELEVEN

Comes now the undersigned, being all owners of lots in Northridge Subdivision, Section Eleven, as per plat thereof recorded February 14, 1991 in Plat Cabinet 1, Slide 114, page 2 in the office of the Recorder of Hendricks County, Indiana, and do hereby amend the Restrictive Covenants of said subdivision which were recorded February 14, 1991 in Miscellaneous Record 125, page 25; and re-recorded March 5, 1991 in Miscellaneous Record 125, page 200 in the Office of the Recorder of Hendricks County, Indiana, as follows:

Approved Builders in Subdivision. All builders must be approved at the time of lot purchase and/or at time of submission of plans and specifications to the Environmental Committee. The Environmental Committee is described in the original restrictive covenants.

So amended this 6th day of April, 1993.

Maurice L. Black Lots 215/216
Mary V. Black

Stephen Miller Lot 226

James R. Mussett Lot 229

TRACY MILLER

ENTERED FOR RECORD
APR 13 1993 135-297

HENDRICKS COUNTY RECORDER
Linmarc Homes, Inc.

BY: Frank Caldera
Lot 221

Sanders Building & Contracting Co., Inc.

Lot 212, 213, 214, 217, 218
219, 220, 222, 223, 224, 225
226, 227 & 230.
AMENDMENT TO RESTRICTIVE COVENANTS
NORTHBRIDGE SUBDIVISION, SECTION ELEVEN

Comes now the undersigned, being all owners of lots in Northridge Subdivision, Section Eleven, as per plat thereof recorded February 14, 1991 in Plat Cabinet I, Slide 114, page 2 in the Office of the Recorder of Hendricks County, Indiana, and do hereby amend the Restrictive Covenants of said subdivision which were recorded February 14, 1991 in Miscellaneous Record 125, page 25; and re-recorded March 5, 1991 in Miscellaneous Record 125, page 200; and re-recorded in Miscellaneous Record 135, page 294 all in the office of the Recorder of Hendricks County, Indiana, as follows:

Additional Common Area. The Common Area for the subdivision shall be deemed to include those two tracts of the real estate containing 0.05 acres and 0.13 acres more particularly described on the attached Exhibit "A". The maintenance, taxes, mowing and/or replacement of landscaping, assessments and all other improvements to this common area shall be in accordance with the provisions of the amendment to restrictive covenants recorded in Miscellaneous Record 135, page 294 in the Office of the Recorder of Hendricks County, Indiana.

The undersigned, being all owners of Northridge Subdivision, Section Eleven, do hereby covenant said real estate to this provision this 27th day of October, 1993.

SANDERS BUILDING & CONTRACTING CO., INC.

Enter for Record

Will Wolford, Lots 213, 214
Mary Jane Wolford, Lots 213, 214
Maurice E. Black, Lots 215, 216
Mary V. Black, Lots 215, 216
Michael E. Albert
Michael E. Albert, Lot 217

Carol E. Albert
Carol E. Albert, Lot 217

Albert R. Wooden
Albert R. Wooden, Lot 220

Bonnie L. Wooden
Bonnie L. Wooden, Lot 220

Richard L. Diasio
Richard L. Diasio, Lot 221

Julia A. Diasio
Julia A. Diasio, Lot 221

Gary A. Hood
Gary A. Hood, Lot 222

Deborah A. Hood
Deborah A. Hood, Lot 222

Stephan Sellers
Stephan Sellers, Lot 228

Tracy A. Sellers
Tracy Sellers, Lot 228

James R. Nossett
James R. Nossett, Lot 229

Logan K. Nossett
Logan K. Nossett, Lot 229

Ronald Eugene McMillan, Jr.
Ronald Eugene McMillan, Jr., Lot 230

Debra Tyler McMillan
Debra Tyler McMillan, Lot 230

STATE OF INDIANA

HENDRICKS COUNTY

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 27th day of OCTOBER, 1993.

JANE A. HENDRICKSON
Notary Public - Signature

JANE A. HENDRICKSON
Notary Public - Printed Name

My Commission Expires: 6/14/95

This instrument was prepared by Lee T. Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, Indiana 46122, telephone: (317) 745-4300.
COMMON AREA DESCRIPTION

A part of the West half of the Northeast Quarter of Section 10, Township 18 North, Range 1 East, Second Principal Meridian, Lincoln Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of Lot No. 223 of Northridge Section 11, as recorded in the Office of the Hendricks County Recorder on the 14th day of February, 1991, per Plat Book PCI 1, Page 2, said point also being on the Northerly right-of-way line of U.S. Route 136 and Point of Beginning of this description; thence North 28 degrees 49 minutes 12 seconds East 227.45; thence South 67 degrees 42 minutes 12 seconds East 10.58 feet to a point on the Westerly right-of-way line of Ridgeline Drive; thence South 28 degrees 49 minutes 12 seconds West on and along said right-of-way line 218.84 to a point on the Northerly right-of-way line of U.S. Route 136; thence South 75 degrees 47 minutes 48 seconds West on and along said Northerly right-of-way line of U.S. Route 136 14.38 feet to the Point of Beginning and containing 0.05 acres, more or less. Subject to all highways, rights-of-way, and easements of record.

ALSO TOGETHER WITH:

Commencing at the Southeast corner of Lot No. 224 of Northridge Section 11, as recorded in the Office of the Hendricks County Recorder on the 14th day of February, 1991, per Plat Book PCI 1, Page 2, said point also being on the Northerly right-of-way line of U.S. Route 136 and Point of Beginning of this description; thence North 57 degrees 13 minutes 49 seconds West on and along the Northerly right-of-way line of U.S. Route 136 13.34 feet to a point on the Southerly right-of-way line of Ridgeline Drive; thence North 14 degrees 12 minutes 14 seconds West on and along the South right-of-way line of Ridgeline Drive 35.55 feet; thence North 28 degrees 49 minutes 12 seconds East on and along the previously referenced right-of-way line 218.84; thence South 75 degrees 36 minutes 42 seconds East 11.96 feet; thence South 22 degrees 36 minutes 54 seconds West 247.36 feet to a point on the Northerly right-of-way of U.S. Route 136, said point also being the Point of Beginning of this description containing 0.13 acres, more or less. Subject to all highways, Rights-of-Way and Easements of record.
14924

AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIDGE SUBDIVISION, SECTION 11 IN HENDRICKS COUNTY

Come now the undersigned, being all owners of lots in
Northridge Subdivision, Section 11, as per plat thereof recorded
February 14, 1991 in Plat Cabinet 1, Slide 114, Page 1 in the
Office of the Recorder of Hendricks County, Indiana, and do
hereby amend the restrictive covenants of said subdivision which
were recorded February 14, 1991 in Miscellaneous Record 125, Page
25; and rerecorded March 5, 1991 in Miscellaneous Record 125,
Page 200 in the Offices of the Recorder of Hendricks County,
Indiana, as follows:

Said restrictive covenants shall be modified as follows:

VI. 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 large 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
trailer, 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. Large satellite dish
shall be defined as any satellite dish more than two feet (2') in
diameter. All satellite dishes two feet (2') in diameter or less
(hereinafter referred to as "small satellite dish") shall be
allowed provided they are installed in such a fashion that they
are hidden from view by placement in the rear of the dwelling or
by landscaping so as to be insulated from public view from the street. If landscaping is used to secrete a small satellite dish, the landscaping shall be of such a design or nature that the satellite dish shall not be visible throughout the year. Installations of small satellite dishes shall be approved by the environmental committee or other such duly nominated homeowners association prior to installation to insure each installation complies with the esthetic requirements of the neighborhood.

Amended this ___ day of __________, 1994.

GEORGE MURPHY
Lot #212

WILL WOLFORD
Lots #213 & #214

MAURICE BLACK
Lots #215 & #216

MICHAEL ALBERT

CAROL ALBERT

MARK GENTRY
Lot #218

DICK DIASIO

JULIE DIASIO

MARK GENTRY

AL WOODEN

Lot #219
AL WOODEN
Lot #220

DICK DIAMIC
Lot #221

JULIE DIAMIC

GARY HOOD
Lot #222

DAN HOOD

LES GIDDENS
Lot #223

HOLLY GIDDENS

STEVE SELLERS
Lot #228

TRACY SELLERS

JIM NOBES
Lot #229

MARK NOBES

GENE MCMILLIN
Lot #230

DEBBIE MCMILLIN

MARK SANDERS
Individually and d/b/a
SANDERS DEVELOPMENT GROUP
Lots #224, #225, #226 & #227

ENTERED FOR RECORD
JUL 21 1994
3:46

SINE OF INDIANA
COUNTY OF HENDRICKS


JUDICIAL COMMISSION
6/24/95

PAUL A. HENDERICKSON
RESIDENT OF HENDRICKS COUNTY

PREPARED BY: GUY KIEBE, 2345 S. LINCOLN DRIVE INDIANAPOLIS IN 46221
AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIDGE SUBDIVISION, SECTION 11 IN HENDRICKS COUNTY

Come now the undersigned, being all owners of lots in
Northridge Subdivision, Section 11, as per plat thereof recorded
February 14, 1991 in Plat Cabinet 1, Slide 114, Page 1 in the
Office of the Recorder of Hendricks County, Indiana, and do
hereby amend the restrictive covenants of said subdivision which
were recorded February 14, 1991 in Miscellaneous Record 125, Page
25; and rerecorded March 5, 1991 in Miscellaneous Record 125,
Page 200 in the Offices of the Recorder of Hendricks County,
Indiana, as follows:

Said restrictive covenants shall be modified as follows:

XIX. FENCES: Black vinyl coated chain link fences may be
allowed on lots provided they do not exceed a height of thirty-
six inches (36"), are installed in the back yard of the home
site, are set back a minimum of ten feet (10') from all property
lines, and are not placed over any drainage or other easements.
This restriction will not apply to fences for swimming pools.
All such fences shall comply with all Brownsburg ordinances and
shall be approved by the Environmental Committee.

So amended this 27th day of July, 1994.

GEORGE MURPHY
Lot #212

WILL WOLFDOR
Lots #213 & #214

MAURICE BLACK
Lots #215 & #216

ENTERED FOR RECORD

JUL 21 1994

MARY BLACK

JUNE WOLFDOR

HENDRICKS COUNTY RECORDER
AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIDGE SUBDIVISION, SECTION ELEVEN

Comes now the undersigned, being all owners of lots in Northridge Subdivision, Section Eleven, as per plat thereof recorded February 14, 1991 in Plat Cabinet 1, Slide 114, page 2 in the Office of the Recorder of Hendricks County, Indiana, and do hereby amend the Restrictive Covenants of said subdivision which were recorded February 14, 1991 in Miscellaneous Record 125, page 25; and re-recorded March 5, 1991 in Miscellaneous Record 125, page 200 in the Office of the Recorder of Hendricks County, Indiana, as follows:

Added to said Restrictive Covenants is the following:

BOARD OF DIRECTORS:

Members of the Board must be owners of a lot in Northridge Subdivision, Section Eleven. A Board member can be removed from office if voted to be removed by a majority of lot owners at a meeting of the members.

FINANCIAL RECORDS:

A financial statement is mailed to each member annually and may be audited by any member by contacting a member of the board.
COVENANTS & BY-LAWS:

A vote by two thirds majority is required to amend covenants and by-laws.

VOTING RIGHTS

There are 18 lots in the subdivision with each lot having one vote. Sanders Development Group, Inc. (the Developer) currently owns two lots and would be excluded from voting rights which would result in control of the Board.
SANDERS DEVELOPMENT GROUP, INC.
LOT 224 & 225

ROBERT JOHNSTON, LOT 226

JOYCE JOHNSTON, LOT 226

SUSAN LANHAM, LOT 227

STEPHAN SELLERS, LOT 228

TRACY SELLERS, LOT 228

JAMES NOSSETT, LOT 229

LORI NOSSETT, LOT 229

RONALD MCMILLAN, LOT 230

DEBRA MCMILLAN, LOT 230