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 plot of Trade Winds Section One, the following covenants and conditions in the use, enjoyment and maintenance thereof shall apply:

1. The Lake Area depicted on the plot of Trade Winds Section 1 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 the plot of Trade Winds Section One shall be identified as lots contiguous to the Lake Area in Trade Winds Section One.

2. The Owners of said Lots referred to above in Trade Winds Section 1, together with their guests, shall have the exclusive rights to the use and enjoyment of said lots. To this end, there is depicted upon said plot two mutual lake assessments: (1) Lake Access Maintenance Assessment in order to provide lake access for continuous and adequate maintenance and landscaping services for said Lake, and (2) Lake Maintenance Assessment which assessment shall constitute a maintenance assessment 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 the (2) lots are sold adjacent to said Lake, there shall be no improvements substantially completed thereon, it shall be the Owner’s responsibility to the Owners and assignees, for the maintenance, repair and upkeep of said Lake. To this end, each Owner 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 (5) Lots 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. The association 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 meet, 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 assessments adjacent thereto. Such budget shall be established amendarily 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 member within thirty (30) days from the date of billing therefor, 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 respectively to the lien of a first mortgage holder, which lien can be enforced by the Board of Managers on any individual property Owner subject to these Covenants and Restrictions, the greater amounts to the lien of assessment and its enforcement provisions, together with the costs of collection, including reasonable attorney 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 case 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 anomalies.

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 disturbance resulting in sliding or any other conduct which could result in an otherwise affect 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 or action of injunction to enjoin 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. Any 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 Treadwinds Development, and any such unreasonable or restricted use shall be subordinate to the primary function of the Lake for drainage purposes.

In testimony whereof, witness the signature of Decedent this 24th day of January, 1996.

By

[Signature]
P. E. Rilley, President

STATE OF INDIANA
COUNTY OF MARION

Before me, the undersigned, a Notary Public, in and for Marion County, State of Indiana, personally appeared Promontory Group, Inc. by Paul E. Rilley, 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.

[Signature]
Notary Public

MICHIGAN
COUNTY OF MONTGOMERY

Resident of Hamilton

My commission expires: 11/21/1998

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Section 15. All landscaping shall be completed within commencement of construction, weather permitting.

Section 16. All fences shall meet the following standards:

a. The Architectural Review Committee shall specify, at their discretion, any requirements for fences in excess of what is required by this Article.

Section 17. No structures shall be permitted above or below the lowest point of Grade.

Section 18. The Architectural Review Committee shall be responsible for reviewing and approving any request for a variance or exception to these standards.

Section 19. All buildings shall be designed and constructed to comply with all applicable building codes and regulations.

Section 20. No building shall exceed two stories in height.

Section 21. All structures and buildings shall be designed and constructed in accordance with all applicable building codes and regulations.

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Section 50. All structures and buildings shall be designed and constructed in accordance with all applicable building codes and regulations.
All driveways shall be paved.

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

All homes shall have a minimum two car garage.

No part 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 with all sides (4) meters from the start of construction. Building of least one (1) foot of pail, stucco, or similar material on any exterior wall surfaces. All such structures must be completed in one (1) year.

All sidewalks shall be of a uniform design and color specified by the decorder.

All roof vents whether plumbing vents, Showcase, roof stack or roof ventilation units shall be located on the rear roof and shall be placed at a manufacturer’s color to match blend with the roofing color.

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

All landscaping shall be completed within six (6) months from the date of completion of the house. No permanent fences shall be installed between the build out-back line and the front of the house facing the street.

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 screen/privacy fences enclosing a patio shall not exceed six (6) feet in height. Fences enclosing pools shall be preapproved by the local or other appropriate governmental authority.

d. For a temporary state, no fences shall be installed between the building set-back line and the side and front of the house facing the street.

e. Fences shall not be located on any legal access or related easements unless specifically approved by the Bees Covenants Control Board.

f. Fences may not encroach upon any legal access or related easements unless specifically approved by the Bees Covenants Control Board.

g. Fences may not encroach upon any other drainage and utility easements unless specifically approved 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 wall, roof trusses, etc. shall not be considered Modular-type construction.

All gutters and downspouts in the Development shall be painted.

No storage areas, tool sheds, mini-barns and similar type structures shall be allowed in excess of the following dimensions (10 feet in width, twelve (12) feet in depth, ten (10) feet in height and six (6) feet between) unless specifically approved by 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 shading of the roof and the site plan 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 deans or patio covers shall be permitted in the Development.

No canopy, pool house, schoolhouse, tent, 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 oil storage shall be permitted above or below ground.

The repair or storage of nonresidential motor vehicles or material handling equipment shall not be permitted on any lot unless entirely within a garage permitted to be completed in the Development. These conditions, terms and restrictions shall apply to any garage or buildings attached to a lot.

Cars and trucks may not be parked on lots. Cars and trucks must 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 driveway, (c) do not violate any local ordinances or regulations. Under and attached to the lots must be 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, road or storms or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debtors occupy construction thereof shall be removed within a reasonable time after any such occurrence.

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

a. Not allow the lot at such time as may be reasonably required in order to prevent the growth of vegetation and weeds.

b. Remove all debris and rubbish.

c. Prevent the accumulation of any other condition that reasonably tends to detract from or mar the aesthetic appearance of the Development.

d. Cut down and remove dead trees.

e. Do not stack wood or any other materials.

f. Not, where applicable, prevent debris and foreign material from entering drainage and sanitary sewers.

g. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

All trees, shrubs, and other vegetation shall be maintained as to avoid their becoming unsightly.

All driveways 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.

No junk or other waste shall be permitted.

No signs or advertisements shall be displayed on any Development without the prior written approval of the lot or a lot owner. However, Developer and design advertising signs during the sale and development of the Development.

No animals, livestock or poultry of any kind shall be allowed. Dogs, cats or other household pets may be bred or maintained for any commercial purpose or reasonably quiet and contained, either as a leash or as not to be a nuisance. Pets must be fenced or enclosed, either in a pen or in other enclosed area in the Development.

No trees or shrubs or structures similar in nature are not permitted by the Architectural Control Committees.

No trees, shrubs or structures shall be removed or destroyed by the lot or a lot owner.

No fence, wall, hedge or line of elevated steps shall be located within three (3) feet or twelve (12) feet permitted to remain on any lot or lot within the right of any line and a line connecting homes forty (40) feet from the street line, or in the case of a rounded property right of forty (40) feet from the street line. No trees shall be present between any intersections unless the foliage will prevent obstruction of such sight lines. No fence shall be placed adjacent to the street curb.

The right to enforce any and all of the covenants, restrictions, conditions and restrictions contained herein shall be automatically renewed for periods of ten (10) years from the expiration of each ten-year period. In the subdivision shall execute and acknowledge the renewal, and said written acknowledgment shall be recorded in the county, state of Indiana, in which event the provisions shall continue and shall be effective for a and period of time.

In the event of any of these covenants by any owner of any premises which will continue to be in force after the sale thereof, this shall be considered a violation thereof.

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By giving notice of any such violation thereof shall be considered a violation thereof. If provided at the expiration of such term, such violation shall be automatically renewed for periods of ten (10) years from the expiration of each ten-year period. In the subdivision shall execute and acknowledge the renewal, and said written acknowledgment shall be recorded in the county, state of Indiana, in which event the provisions shall continue and shall be effective for a and period of time.

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34. No sanitary waste or other waste 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 agents shall 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 as permitted by the Architectural Review 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 any refuse on his or her lot.

38. Sight Clearances. No fence, wall, hedge or shrub planting which obstructs sight lines or elevations between three (3) and twelve (12) feet above the street shall be placed or permitted to remain on any lot, within thirty (30) feet of the street.

39. The right to enforce all of the covenants, conditions and restrictions set forth herein, together with the right to compel the removal or abatement of any building erected or caused to be erected or continued in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee 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 damage or loss, reasonable or otherwise, except as the City of Lebanon shall have all rights, power or authority to enforce any covenants, restrictions or other limitations contained in this plat other than those agreements, covenants, restrictions or limitations that may be in force in favor of the City of Lebanon, provided further, that such rights, powers or authority shall be construed to mean the City of Lebanon from enforcing any provisions of the Subdivision Control Ordinance or any conditions attached to approval of this plat by the Plat Committees.

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 recording of this plat, and shall be binding on the heirs, executors, administrators or successors in interest of any person or persons who shall become owners of the land hereby conveyed.

41. Violation of any one of these covenants by judgment or court order shall be in no way affected by 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 the Promontory Corporation has been approved and accepted by the City of Lebanon, and complies with current County and City Drainage Ordinances. Grieter is conveying this lot in "as is" condition or it perishable to convey, conveyancing records, and the condition of any and all drainage systems and any and all Alla preparation. Once this lot is conveyed to the owner, the owner understands that there is no longer responsible for any care or maintenance of that lot as it pertains to drainage, clearing or wooded areas, maintenance of any and all drainage systems, and any and all Alla preparation. It is also agreed by Grieter that it is the responsibility of the owner to make the same known to buyer when the lot is sold. The above statement is to run with this land.

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

IN WITNESS WHEREOF, the signature on behalf of the Developer this 23rd day of January, 1996

Precommunity Group, Inc.

By: _______________________
President

STATE OF INDIANA
COUNTY OF Hamilton

BEFORE ME, a Notary Public in and for said County and State, personally appeared Paul S. Hulse, President of Promontory Group, Inc., an Indiana Subchapter "S" Corporation, who acknowledged the execution of the foregoing Deed, Covenants and Restrictions as President acting for and on behalf of said Corporation, and who, having been duly sworn, stated that any representation therein contained is true.

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

County of Hamilton

By Commission Expires: 1/3/98

This instrument was prepared by Paul S. Hulse, 1995 Promontory Group, Inc.

1/1/96 COVENANT/RECORD