

**McFadden, Tatiana**

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**From:** Davidson, Susie L  
**Sent:** Monday, October 08, 2007 12:55 PM  
**To:** McFadden, Tatiana  
**Subject:** CCR's  
**Attachments:** Davidson, Susie L.vcf

I would like order CCR's for 2402 Oak Drive, Belleville, Lot 62 Westridge Estate, Section 3, Hendricks County File #1280842.

Thank you,

**Susie Davidson**

**Sales Representative**

***The Falcon Group Title and Settlement,***

***a division of First American Title***

***10746 East US Hwy. 36***

***Avon, IN 46123***

***317-209-1300***

***317-209-9192***

***www.thefalongroup.net***

KC

Thank You

Tanya

10/8/2007

200300020558  
 Filed for Record in  
 HENDRICKS COUNTY IN  
 LIBERTY TOWNSHIP  
 APR 18 - 2003 At 09:49 am.  
 COVENANTS 27.00  
 OR Book 424 Page 1560 - 1568

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DECLARATION OF RESTRICTIVE COVENANTS  
 WESTRIDGE ESTATES SUBDIVISION  
 Sections 3 and 4

Westridge Estates, LLC, does, by its indenture recorded in Plat Book \_\_\_\_\_, page \_\_\_\_\_, in the office of the Recorder of Hendricks County, Indiana, restrict and covenant the lots and other areas within the boundary of Westridge Estates, Sections 3 and 4 to itself and its 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 located in Liberty Township, Hendricks County, Indiana to wit:

**1. FULLY PROTECTIVE RESIDENTIAL AREA:** The following covenants, in their entirety shall apply to Sections 3 and 4 of Westridge Estates.

**2. HOMESITE USE:** No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall any lot be further subdivided. Pole barns and metal buildings are prohibited.

**3. DWELLING:** The ground floor of the main structure, exclusive of porches, garages, and patios shall not be less than 1500 square feet in the case of one story structures, nor less than 1000 square feet in the case of multiple story structures with no less than 2000 square feet of finished floor area in such multiple story structures (determination of square footage sufficiency shall rest exclusively with the Architectural Design/Environmental Control Committee). However, if the ground floor area of a multiple story residence is greater than 1500 square feet, then the above multiple story square footage minimum does not apply. Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have an attached garage with at least 440 square feet of floor area. Three car garages are recommended. All building locations and elevations must comply with the plat and Hendricks County or other applicable regulations. The exterior first floor walls of the structure must have at least eighty-five percent (85%) brick or stone coverage (single and multiple story homes). The Architectural Design/Environmental Control Committee is also solely responsible for determining the compliance of proposed house plans with these square footage and masonry requirements. Only wood siding is permitted. Roof pitch must be at least 7/12 with a minimum overhang of 12 inches, although the Architectural Design/Environmental Control Committee may remove this requirement in special situations. All windows must be constructed of wood. All garages must have finished interior walls. All foundations must consist of either basement or crawl space construction. No slab floors are permitted (except in basements or the below grade level of split-level residences).

**4. ARCHITECTURAL DESIGN/ENVIRONMENTAL CONTROL:** No building foundation, wall, fence or other structure shall be constructed, erected, placed, or altered in this subdivision until the location plan, building plans and specifications have been first submitted to and approved by the Architectural Design/Environmental Control Committee as to harmony with the exterior design, quality, and aesthetic appearance of the structures already built, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The building plans shall consist of 1/4" to 1" blueprints including foundation, wall section, floor and elevation drawings. Specifications shall include a list of all materials, size and dimensions to be used in the construction. The Architectural Design/Environmental Control Committee's approval or disapproval, as required in these covenants shall be in writing. In the event that said written approval is NOT received within twenty (20) days from the date of submission, it shall be deemed that the plans and specifications have been DISAPPROVED. Prior to commencement of any construction activities, the builder (or general contractor) who will be responsible for the construction must contact the Chairman of the Architectural Design/Environmental Control Committee to ensure an understanding of the "Special Provisions During Construction" as outlined in Paragraph 23 of these covenants. This will be requested in the approval letter received from the Architectural Design/Environmental Control Committee. Neither the committee members nor the designated representatives shall be entitled to any compensation for the services performed pursuant to this covenant.

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**5. BUILDING LOCATION:** Front yard set back lines, and side yard set back lines on corner lots are shown on the plat; between which lines and the property lines of the street there shall be no buildings or structures of any kind erected or maintained. Side yard set back lines on all other lots shall meet applicable Hendricks County zoning regulations. Any building once approved and under construction must be completed within one year from the time construction was started.

**6. DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked UTILITY easements are hereby reserved for the use of public utilities subject to the proper authorities and to the easements herein granted and reserved. The DRAINAGE easements reserved as drainage swales may be used by the proper authorities and are to be maintained by any owner such that adequate drainage is maintained along such swale. In the event that activities related to construction of a house, including yard grading or erosion damage, causes any swale to become blocked or fail to drain properly, it shall be the responsibility of the lot owner to reestablish the proper swale drainage. Lot owners should attempt to keep street drains clear of leaves and other debris in order to maintain a safe and attractive environment. All utility easements are also subject to all restrictions of drainage easements. No permanent or other structures are to be erected or maintained upon any easement shown on the plat and owners of lots shall take their titles subject to the rights of the above easements; NO sump pump may be discharged into the street after a house is completed. The discharge of a sump pump MUST be installed underground with plastic pipe or vitrified tile to subsurface drains or approved drainage swales. NO downspout drains or any other drainage system except sump pumps may be connected to the subsurface drains located along the street. In order to insure the proper operation of the drainage system, NO dumping of any material into the drainage swales is permitted, including leaves, grass clippings, dirt, stones, trash or any other items. During construction activities through final establishment of a grass cover, it is the responsibility of the lot owner to ensure that suitable means are installed to prevent silt of any drainage swale or street. This will include placement of silt fences, straw bales or other means to prevent mud or dirt from washing into drainage swales or streets.

**7. BUSINESSES:** NO mercantile building shall be erected, built, or placed on any portion of the referenced subdivision or may any dwelling be used for any business of any nature. However, a house shall be permitted to be used as a model home by a builder subject to the restrictions in this section. During such use of the house as a model home, the total signs that may be used on any lot shall not exceed twenty-five (25) square feet with no single sign exceeding sixteen (16) square feet. The duration of the model home period shall be six (6) months measured from the date of issuance of an occupancy permit by Hendricks County authorities. However, at the sole discretion of the undersigned, Westridge Estates LLC, or its assigns, this model home period may be extended for one or more additional three months period. Such extension with (s) will depend on the demonstrated appearance and operation of such model home, compliance by the owner of the model home with other covenants, as well as on other lots owned by such owner, and any other factors that the undersigned considers appropriate. After the model home period (under the above time period limitation), the house must be placed on the market for sale and the sign limits of paragraph 9 shall apply.

**8. NUISANCES:** NO noxious or offensive activity shall be carried out on any homesite or anywhere within the boundaries of the subdivision, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, the operation of ANY moped, off-road vehicle, all-terrain vehicle or similar item on any lot or on any street within the boundaries of the subdivision. No vehicle shall be operated at any time within the subdivision if it is not properly licensed by the driver and legal on public thoroughfares. Barking dogs shall constitute a nuisance.

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**9. TEMPORARY AND OTHER STRUCTURES:** No structures of a temporary character, mobile home, recreational vehicle, tent, shed, garage, barn, or other outbuildings are permitted, either temporarily or permanently. No animal kennel, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court or similarly activity is permitted. No satellite discs larger than twenty-four (24) inches in diameter or signs other than one sign of no more than five (5) feet square used to advertise the property for sale, may be placed on any homesite. Satellite discs must be mounted on the building. Temporary structures used by the builders during construction of the residence shall be allowed to remain during the building period. No sales trailers or other structures are permitted except for use by Westridge Estates, LLC, for sales of lots in the subdivision.

**10. GARBAGE AND REFUSE DISPOSAL:** No homesite shall be used or maintained as a dumping ground for rubbish or trash. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary container out of view from the street except on the days of trash collection. There shall be no use of outside incinerators or burners for the burning of leaves, branches or trash. Said garbage, trash or other wastes shall be disposed of on a weekly basis by a refuse collection service, designated by the Architectural Design/Environmental Control Committee or the Homeowners Maintenance Association when the committee so charges the Homeowners Maintenance Organization with that responsibility.

**11. LANDSCAPING AND HOMESITE MAINTENANCE:** All home-sites, whether improved or not, shall be kept mowed by the owner or representative during the months of April through October on a schedule such that no growth in excess of twelve (12) inches is permitted (except that Westridge Estates, LLC shall be exempt of this requirement on unsold lots and acreage, instead will schedule mowing once monthly during this period). Lot owners are responsible for the removal of any trees or limbs (caused by trees on their lot) that may block subdivision streets or fall on adjacent properties. It is expressly prohibited for any lot owner or other individual to transport any dirt, stones, rocks, sand, trash or any other materials to any other lot at anytime, including during the final grading and seeding operations except with the express permission of an officer or designated representative of Westridge Estates, LLC. The said developer may authorize transfer of dirt where ever they deem fill is needed. The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting. On non-treed lots the owner shall plant a minimum of three (3) shade trees in this period.

**12. VEHICLE REGULATIONS:** No vehicle of more than one (1) ton hauling capacity or equivalent vehicle shall be parked on any homesite except while making a delivery or pickup. No vehicle, trailer, boat, motor home or recreational vehicle shall be permitted to remain on any homesite for more than three (3) consecutive days unless kept within a garage. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking is permitted but vehicles must be removed as soon as the event ends and should not be parked on the street overnight.

**13. ANIMALS:** No animals or poultry shall be kept or maintained in this subdivision except common household pets. Any dog that is permitted outside MUST remain within a fenced yard except when being walked on a leash. No outdoor kennel is permitted.

**14. WATER SUPPLY:** No individual water supply shall be permitted on any homesite.

**15. SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any homesite.

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**16. SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any homesite within ten (10) feet from the intersection of a streets property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

**17. FENCES:** No fence shall be erected unless it has been approved by the Architectural Design/Environmental Control Committee, and all fences shall be kept in good repair and erected without hindrance or damage to any other property. No fences shall be erected between the front property lines and the front of the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Design/Environmental Control Committee. Chain link fencing, not to exceed forty two (42) inches in height, will be approved. Swimming pools shall be properly fenced to protect the safety of others. Fences that block the view shall require approval in writing from the Architectural Design/Environmental Control Committee.

**18. SIDEWALKS AND DRIVEWAYS:** All lots shall have concrete sidewalks on the street side of the property line, meeting Hendricks County Standards and paved driveways (either blacktop or concrete) prior to occupancy of the dwelling. Sidewalks must be completed at the time of construction and before occupancy or within one (1) year from the date of the purchase of the lot from Westridge Estates, LLC, whichever occurs first. This obligation shall extend to the new owner in the event that the lot is sold by the original purchaser with the one year period still measured from the date of the original purchase from Westridge Estates, LLC. Compliance is the obligation of the current owner. If sidewalks are not installed prior to the above one (1) year requirement, Westridge Estates, LLC, or the Homeowners Maintenance Associations, (if they have been assigned the responsibility by Westridge Estates, LLC) may have the sidewalks installed and shall invoice the current owner who by receipt of title to the lot agrees to accept this obligation. If the sidewalks are thus installed, then the cost of the sidewalk, and a twelve (12) percent annual service charge and all costs of collection thereof shall thereupon become a continuing lien on the property. Sidewalks at property lines are to meet flush with no abrupt grade changes from one lot to another.

**19. STORAGE TANKS:** Oil, gas or any other storage tanks shall be buried or located within the house or garage area so that they are completely concealed from outside view.

**20. BASEMENTS:** Basements are allowed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

**21. STAKING:** Westridge Estates, LLC will set the lot corner stakes one time. Corner stakes will consist of 5/8 inch metal rod about 18 inches long set so as to leave one or more inches of the rod protruding above the ground unless a difference monument appears on the recording plat. Said stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots. Corner lot stakes identify each lot owners lot as well as the adjoining lots. Westridge Estates, LLC or the Homeowners Maintenance Association shall collect subsequent surveying costs of re-establishing lot corner stakes from the lot owner in accordance with Paragraph 30, Enforcement.

**22. SWIMMING POOLS:** Swimming pools will be completely in ground. No swimming pool or associated equipment shall be erected or placed on any homesite until the construction plans, including plot plan have been approved by the Architectural Design/Environmental Control Committee. In ground (below) pools shall be fenced for the safety of other residents.

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**23. SPECIAL PROVISIONS DURING CONSTRUCTION:** It is the responsibility of the owner of any homesite to maintain a clean and safe construction site, placing such condition in the contractual agreement with a building contractor who must also agree in writing to comply with the requirements of this section. Upon completion of the foundation, a stone driveway area shall be created to minimize mud and other debris carryover to the subdivision and adjacent streets. In addition, the builder must ensure that subcontractors do NOT drive on and track mud from the lot but use the stone driveway for any vehicle access to the lot. Likewise, in order to ensure the continued operation of the underground street drains contractors **MUST BE REQUIRED BY THE OWNER** to clear streets of any excess mud or dirt that is tracked by construction vehicles on a daily basis. Loose trash shall NOT be allowed to carry over to adjacent home-sites. It is also the responsibility of the owner to ensure that no material (dirt or otherwise) is allowed to be placed on existing swales within drainage easements. If any damage to another lot occurs due to the activities of the builder or subcontractor, it is the responsibility of the owner to return such lot to its original condition, including rubbish removal, re-grading, reseeding or any other act necessary to remove such damage. If the construction site or repair of such other lot is not maintained or performed in conformity with this paragraph, the Association or Westridge Estates LLC, as applicable reserve the right to perform such cleanup or repair functions that it deems necessary to protect the interests of the other lot owners and **WILL INVOICE THE OWNER** whose contractor caused such damage, at a minimum of \$ 25 per hour and costs of collection thereof, which shall thereupon become a continuing lien until paid.

**24. MAILBOXES:** It is the responsibility of the lot owner to install an attractive mailbox. Mailboxes may be installed on ornamental iron, vinyl, brick or 4" x 4" or larger wooden posts. Water pipe posting is not acceptable.

**25. COMMON AREAS, RETENTION PONDS AND LEGAL DRAIN EASEMENT:** Retention ponds, when installed, are due to Hendricks County drainage requirements. NO fishing, ice skating, swimming, boating or ANY other use of the pond is permitted.

**26. STREET LIGHTS:** Since Westridge Estates presently is not within the boundaries of any incorporated municipality, any street lights that may be installed within the subdivision will be operated at the expense of the lot owners as a part of the annual assessment by Westridge Estates, LLC or the Homeowners Maintenance Association. If and when Westridge Estates is annexed into a municipality that would assume the responsibility for the street light payments, the assessment will be adjusted accordingly.

**27. WESTRIDGE ESTATES HOMEOWNERS MAINTENANCE ASSOCIATION:** All owners of lots in the Subdivision shall become members of the Westridge Estates Homeowners Maintenance Association (the "Association") which includes all owners of lots in all sections, starting with Section 2, of Westridge Estates. The Association is a not-for-profit organization with mandatory membership of all owners. The sole purpose of the Association is to maintain a clean, safe and attractive subdivision for the enjoyment and benefit of the members. All common areas will be deeded to the Association and will be maintained by the Association as part of its normal activities.

(a) As long as any lots remain unsold in any section of Westridge Estates, Westridge Estates LLC shall have the sole authority to designate the members of the Architectural Design/Environmental Control Committee.

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(b) Each lot owner, by acceptance of a deed of conveyance shall be deemed to covenant and agree to pay the Association annual assessments or charges for specific maintenance functions within the subdivision performed for the benefit of all members. Each such annual assessment shall be the personal obligation of the person (s) who was the owner of the property when the assessment was due. In the case of multiple owners of a specific lot, the term "owner" shall refer to the person representing such multiple owners. If a lot is sold, the payment of the previous owner remains with the Association and no assessment is due from the new owner until the next normal assessment date. The annual assessment date shall be July 1 for each calendar year. At the time of closing of the lot purchase from Westridge Estates, LLC, the original lot purchaser shall make a payment to Westridge Estates, LLC, or to the Westridge Estates Homeowners Maintenance Association (if duly activated) of a prorated assessment, calculated for the remaining calendar months in the current fiscal year, commencing with the first day of the month following closing. The next assessment shall be due on the following July 1 and will be for a full year. After formation, the Association may modify the payment amount as necessary to meet the needs of the Association.

(c) The assessments levied by the Association shall be exclusively for the purpose of promoting health, safety and welfare of the Association members, and in particular for the following: (1) maintenance of all common areas or areas so directed by the Association, including mowing and general cleanup, (2) maintenance of the entrance plantings, including payment of electric or water bills associated with any irrigation systems or watering activities, (3) payments for billings by Hendricks County REMC and Liberty Water Corporation for any lighting or other power or water which the Association requests be provided within the Subdivision, (4) costs associated with routine expenses of the Association, including legal fees, property taxes on the common areas if applicable, insurance, etc., and (5) other general functions that the Association shall determine are in the best interests of its members, including any costs necessary to collect delinquent assessments from members. Additional use of the Association funds are dependent on the decisions of the membership.

(d) The initial annual assessment shall be in the amount of Sixty Dollars (\$60.00) per lot. In no event shall any assessment or charge be levied against or due from the undersigned Westridge Estates, LLC, its representatives, or assigns. Future assessments are to be determined by the Association's membership based on a comparison of member payments and maintenance costs. The Association may change the maximum and basis of the assessments, provided that any such change shall have the assent of two-thirds of the voting members. If assessments from members are not paid on the date due, then the assessment and costs of collection thereof shall thereupon become a continuing lien on the property. No assessments shall be levied against a builder who purchases a lot for the construction of a residence for resale unless the residence is allowed to be occupied prior to selling. The purchaser of said residence shall make an initial payment to the Association at the time of closing on the purchase of the house from the builder as if the purchase has been made from Westridge Estates, LLC, directly at the time of such purchase from the builder, according to Paragraph 27b.

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(e) The management, affairs and policies of the Association shall be vested in the Board of Directors (the "Directors") which will conduct the day to day functions of the Association on behalf of its members. The initial Board of Directors (the "Acting Directors") shall consist of a representative of Westridge Estates, LLC, and up to Six (6) lot owners from Section 2 and all additional sections of Westridge Estates developed. When a total of Thirty lots combined from all sections applicable of Westridge Estates have been sold by Westridge Estates, LLC, the Acting Board shall contact all owners in writing and solicit interest in serving on the Board of Directors. Based on this solicitation, the Acting Directors shall then provide all lot owners with a slate of candidates (these must be existing owners of lots in the Subdivision) and a written ballot (one per lot). Based on the tabulation of all ballots returned, the new Board of Directors shall be established, whereupon the Acting Board shall be dissolved. The tenure of the members of the Board of Directors shall be such that no more than half of the Director's terms will expire each year. Upon its formation, the Board shall immediately elect a President, Vice President, Secretary and Treasurer and assign specific duties to each. There will be no compensation paid to any member of the Board of Directors. The term of all officers shall be one year unless reelected by the Board. As long as any lots remain unsold in any section of Westridge Estates, a representative of Westridge Estates, LLC may serve on the Board if desired by Westridge Estates, LLC, resulting in a total Board membership of seven (7) members.

(f) On an annual basis, the Directors shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessments due date. Such roster shall be kept in the office of the Association. An assessment shall thereupon be sent to every Association member subject thereto prior to June 15 for payment the following July 1. Payments shall be considered delinquent if not received by July 15. Although generally the Directors shall have the authority to act on behalf of the members and total membership meetings are not required, the Directors may call meetings of all members of the Association when considered appropriate. At any meeting of the members, or through written ballot provided separately to members, a two-thirds majority of those actually voting shall be required to pass any motion made by members. Only one vote per lot is permitted. Similarly, a two-thirds majority of the Directors voting shall be required to pass any motion made in the Directors meetings or by written ballot outside any scheduled meeting. However, at least two-thirds of the Directors must vote in any action for that action to become effective. On an annual basis the Directors shall prepare an annual report to the membership summarizing the primary events of the past year and accounting for all funds received from the members.

(g) The Directors shall meet at a frequency considered appropriate to discuss the maintenance activities and review the need to take action to protect the interests of the Association. Routine bills may be paid directly by the Treasurer after approval by one other officer, except that the Directors shall not authorize advance payment for any project of significant monetary value (shelter house, swimming pool, tennis court, street lighting, etc.). With the signing of a valid contract containing a "NO Lien" clause, a ten (10) percent down payment may be made with the balance paid in lump sum at the completion and acceptance. A reasonable progressive payment schedule during various phases of the project completion with a minimum of 33 percent withheld for final payment may also be implemented. Authorization to engage in any such "project" contract as well as authorization for acceptance of completed project for final payment shall require a two-thirds vote of the Directors. It is expected that the Board shall also contact any lot owner who may be causing or permitting any activity to occur to the detriment of the members, and request that such activity be eliminated or corrected. This includes, among other, permitting trash to accumulate on unimproved lots, not mowing unimproved lots, depositing refuse or material on an adjacent lot, or not maintaining a building site during construction of the residence in conformity with Paragraph 23.

28. SANITARY SEWER CONNECTION: Every pipe connecting between a dwelling and a sanitary sewer shall have a check valve to prevent back flow.



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**29. UTILITIES CONNECTION INSPECTION:** All materials and workmanship in the installation of connections between dwellings and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who may require correction or any defects discovered.

**30. ENFORCEMENT:** If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks under these restrictive covenants, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The Association shall collect its cost thereof in any reasonable manner from the owner. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damages that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot, subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charges shall bear interest at the rate of 12% per annum until paid in full. If, in the opinion of the Association, such charge has remained due and payable for an unreasonably long period of time, the Association may institute such proceedings, either at law or inequity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action starts, be obligated to pay any expenses or costs, including attorney's fees, incurred by the Association in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all fines that shall be made pursuant to this paragraph.

**31. TERM:** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for twenty-five (25) years from the recording date that these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

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32 SEVERABILITY: Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF: Westridge Estates, LLC as owner of Sections 3 and 4 of WESTRIDGE ESTATES, have hereunto set their hand and seal this 15<sup>th</sup> day of May, 2003.

WESTRIDGE ESTATES, LLC

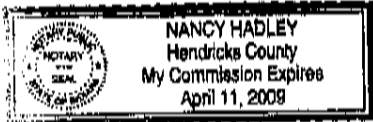
by Harry F. Tidler  
Harry F. Tidler, President

Roger R. Mosser  
Roger R. Mosser Secretary/Treasurer

STATE OF INDIANA )  
COUNTY OF HENDRICKS )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Westridge Estates, LLC represented by its Officers, Harry F. Tidler, President and Roger R. Mosser, Secretary/Treasurer as owners of the above described subdivision, acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as their Voluntary Act and Deed.

WITNESS my hand and Notarial Seal this 15<sup>th</sup> day of May, 2003.



Nancy Hadley  
Notary Public  
Nancy Hadley  
(printed)

My commission expires 4-11-09

This document prepared by Roger R. Mosser, Attorney 9235-32

**AMENDMENT**DECLARATION OF RESTRICTIVE COVENANTS  
WESTRIDGE ESTATES SUBDIVISION

Sections 3 and 4

200300046399

Filed for Record in  
HENDRICKS COUNTY IN  
TERESA D LYNCH

10-20-2003 At 11:22 am.

AMEND COVEN 28.00

OR Book 472 Page 1614 - 1622

Westridge Estates, LLC, does, by its indenture recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, in the office of the Recorder of Hendricks County, Indiana, restrict and covenant the lots and other areas within the boundary of Westridge Estates, Sections 3 and 4 to itself and its 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 located in Liberty Township, Hendricks County, Indiana to wit:

*BOOK 424 PAGE 1560-1568*

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants, in their entirety shall apply to Sections 3 and 4 of Westridge Estates.
2. HOMESITE USE: No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall any lot be further subdivided. Pole barns and metal buildings are prohibited.
3. DWELLING: The ground floor of the main structure, exclusive of porches, garages, and patios shall not be less than 1500 square feet in the case of one story structures, nor less than 1000 square feet in the case of multiple story structures with no less than 2000 square feet of finished floor area in such multiple story structures (determination of square footage sufficiency shall rest exclusively with the Architectural Design/Environmental Control Committee). However, if the ground floor area of a multiple story residence is greater than 1500 square feet, then the above multiple story square footage minimum does not apply. Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have an attached garage with at least 440 square feet of floor area. Three car garages are recommended. All building locations and elevations must comply with the plat and Hendricks County or other applicable regulations. The exterior first floor walls of the structure must have at least eighty-five percent (85%) brick or stone coverage (single and multiple story homes). The Architectural Design/Environmental Control Committee is also solely responsible for determining the compliance of proposed house plans with these square footage and masonry requirements. Only wood siding is permitted. Roof pitch must be at least 7/12 with a minimum overhang of 12 inches, although the Architectural Design/Environmental Control Committee may remove this requirement in special situations. All windows must be constructed of wood. All garages must have finished interior walls. No detached garages are permitted. All foundations must consist of either basement or crawl space construction. No slab floors are permitted (except in basements or the below grade level of split-level residences).
4. ARCHITECTURAL DESIGN/ENVIRONMENTAL CONTROL: No building foundation, wall, fence or other structure shall be constructed, erected, placed, or altered in this subdivision until the location plan, building plans and specifications have been first submitted to and approved by the Architectural Design/Environmental Control Committee as to harmony with the exterior design, quality, and aesthetic appearance of the structures already built, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The building plans shall consist of 1/4" to 1" blueprints including foundation, wall section, floor and elevation drawings. Specifications shall include a list of all materials, size and dimensions to be used in the construction. The Architectural Design/Environmental Control Committee's approval or disapproval, as required in these covenants shall be in writing. In the event that said written approval is NOT received within twenty (20) days from the date of submission, it shall be deemed that the plans and specifications have been DISAPPROVED. Prior to commencement of any construction activities, the builder (or general contractor) who will be responsible for the construction must contact the Chairman of the Architectural Design/Environmental Control Committee to ensure an understanding of the "Special Provisions During Construction" as outlined in Paragraph 23 of these covenants. This will be requested in the approval letter received from the Architectural Design/Environmental Control Committee. Neither the committee members nor the designated representatives shall be entitled to any compensation for the services performed pursuant to this covenant.

**5. BUILDING LOCATION:** Front yard set back lines, and side yard set back lines on corner lots are shown on the plat; between which lines and the property lines of the street there shall be no buildings or structures of any kind erected or maintained. Side yard set back lines on all other lots shall meet applicable Hendricks County zoning regulations. Any building once approved and under construction must be completed within one year from the time construction was started.

**6. DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked UTILITY easements are hereby reserved for the use of public utilities subject to the proper authorities and to the easements herein granted and reserved. The DRAINAGE easements reserved as drainage swales may be used by the proper authorities and are to be maintained by any owner such that adequate drainage is maintained along such swale. In the event that activities related to construction of a house, including yard grading or erosion damage, causes any swale to become blocked or fail to drain properly, it shall be the responsibility of the lot owner to reestablish the proper swale drainage. Lot owners should attempt to keep street drains clear of leaves and other debris in order to maintain a safe and attractive environment. All utility easements are also subject to all restrictions of drainage easements. No permanent or other structures are to be erected or maintained upon any easement shown on the plat and owners of lots shall take their titles subject to the rights of the above easements; NO sump pump may be discharged into the street after a house is completed. The discharge of a sump pump MUST be installed underground with plastic pipe or vitrified tile to subsurface drains or approved drainage swales. NO downspout drains or any other drainage system except sump pumps may be connected to the subsurface drains located along the street. In order to insure the proper operation of the drainage system, NO dumping of any material into the drainage swales is permitted, including leaves, grass clippings, dirt, stones, trash or any other items. During construction activities through final establishment of a grass cover, it is the responsibility of the lot owner to ensure that suitable means are installed to prevent silting of any drainage swale or street. This will include placement of silt fences, straw bales or other means to prevent mud or dirt from washing into drainage swales or streets.

**7. BUSINESSES:** NO mercantile building shall be erected, built, or placed on any portion of the referenced subdivision or may any dwelling be used for any business of any nature. However, a house shall be permitted to be used as a model home by a builder subject to the restrictions in this section. During such use of the house as a model home, the total signs that may be used on any lot shall not exceed twenty-five (25) square feet with no single sign exceeding sixteen (16) square feet. The duration of the model home period shall be six (6) months measured from the date of issuance of an occupancy permit by Hendricks County authorities. However, at the sole discretion of the undersigned, Westridge Estates LLC, or its assigns, this model home period may be extended for one or more additional three months period. Such extension with (s) will depend on the demonstrated appearance and operation of such model home, compliance by the owner of the model home with other covenants, as well as on other lots owned by such owner, and any other factors that the undersigned considers appropriate. After the model home period (under the above time period limitation), the house must be placed on the market for sale and the sign limits of paragraph 9 shall apply.

**8. NUISANCES:** NO noxious or offensive activity shall be carried out on any homesite or anywhere within the boundaries of the subdivision, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, the operation of ANY moped, off-road vehicle, all-terrain vehicle or similar item on any lot or on any street within the boundaries of the subdivision. No vehicle shall be operated at any time within the subdivision if it is not properly licensed by the driver and legal on public thoroughfares. Barking dogs shall constitute a nuisance.

**9. TEMPORARY AND OTHER STRUCTURES:** No structures of a temporary character, mobile home, recreational vehicle, tent, shed, garage, barn, or other outbuildings are permitted, either temporarily or permanently. No animal kennel, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court or similarly activity is permitted. No satellite discs larger than twenty-four (24) inches in diameter or signs other than one sign of no more than five (5) feet square used to advertise the property for sale, may be placed on any homesite. Satellite discs must be mounted on the building. Temporary structures used by the builders during construction of the residence shall be allowed to remain during the building period. No sales trailers or other structures are permitted except for use by Westridge Estates, LLC, for sales of lots in the subdivision.

**10. GARBAGE AND REFUSE DISPOSAL:** No homesite shall be used or maintained as a dumping ground for rubbish or trash. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary container out of view from the street except on the days of trash collection. There shall be no use of outside incinerators or burners for the burning of leaves, branches or trash. Said garbage, trash or other wastes shall be disposed of on a weekly basis by a refuse collection service, designated by the Architectural Design/Environmental Control Committee or the Homeowners Maintenance Association when the committee so charges the Homeowners Maintenance Organization with that responsibility.

**11. LANDSCAPING AND HOMESITE MAINTENANCE:** All home-sites, whether improved or not, shall be kept mowed by the owner or representative during the months of April through October on a schedule such that no growth in excess of twelve (12) inches is permitted (except that Westridge Estates, LLC shall be exempt of this requirement on unsold lots and acreage, instead will schedule mowing once monthly during this period). Lot owners are responsible for the removal of any trees or limbs (caused by trees on their lot) that may block subdivision streets or fall on adjacent properties. It is expressly prohibited for any lot owner or other individual to transport any dirt, stones, rocks, sand, trash or any other materials to any other lot at anytime, including during the final grading and seeding operations except with the express permission of an officer or designated representative of Westridge Estates, LLC. The said developer may authorize transfer of dirt where ever they deem fill is needed. The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting. On non-treed lots the owner shall plant a minimum of three (3) shade trees in this period.

**12. VEHICLE REGULATIONS:** No vehicle of more than one (1) ton hauling capacity or equivalent vehicle shall be parked on any homesite except while making a delivery or pickup. No vehicle, trailer, boat, motor home or recreational vehicle shall be permitted to remain on any homesite for more than three (3) consecutive days unless kept within a garage. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking is permitted but vehicles must be removed as soon as the event ends and should not be parked on the street overnight.

**13. ANIMALS:** No animals or poultry shall be kept or maintained in this subdivision except common household pets. Any dog that is permitted outside MUST remain within a fenced yard except when being walked on a leash. No outdoor kennel is permitted.

**14. WATER SUPPLY:** No individual water supply shall be permitted on any homesite.

**15. SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any homesite.

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**16. SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any homesite within ten (10) feet from the intersection of a streets property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

**17. FENCES:** No fence shall be erected unless it has been approved by the Architectural Design/Environmental Control Committee, and all fences shall be kept in good repair and erected without hindrance or damage to any other property. No fences shall be erected between the front property lines and the front of the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Design/Environmental Control Committee. Chain link fencing, not to exceed forty two (42) inches in height, will be approved. Swimming pools shall be properly fenced to protect the safety of others. Fences that block the view shall require approval in writing from the Architectural Design/Environmental Control Committee.

**18. SIDEWALKS AND DRIVEWAYS:** All lots shall have concrete sidewalks on the street side of the property line, meeting Hendricks County Standards and paved driveways (either blacktop or concrete) prior to occupancy of the dwelling. Sidewalks must be completed at the time of construction and before occupancy or within one (1) year from the date of the purchase of the lot from Westridge Estates, LLC, whichever occurs first. This obligation shall extend to the new owner in the event that the lot is sold by the original purchaser with the one year period still measured from the date of the original purchase from Westridge Estates, LLC. Compliance is the obligation of the current owner. If sidewalks are not installed prior to the above one (1) year requirement, Westridge Estates, LLC, or the Homeowners Maintenance Associations, (if they have been assigned the responsibility by Westridge Estates, LLC) may have the sidewalks installed and shall invoice the current owner who by receipt of title to the lot agrees to accept this obligation. If the sidewalks are thus installed, then the cost of the sidewalk, and a twelve (12) percent annual service charge and all costs of collection thereof shall thereupon become a continuing lien on the property. Sidewalks at property lines are to meet flush with no abrupt grade changes from one lot to another.

**19. STORAGE TANKS:** Oil, gas or any other storage tanks shall be buried or located within the house or garage area so that they are completely concealed from outside view.

**20. BASEMENTS:** Basements are allowed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

**21. STAKING:** Westridge Estates, LLC will set the lot corner stakes one time. Corner stakes will consist of 5/8 inch metal rod about 18 inches long set so as to leave one or more inches of the rod protruding above the ground unless a difference monument appears on the recording plat. Said stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots. Corner lot stakes identify each lot owners lot as well as the adjoining lots. Westridge Estates, LLC or the Homeowners Maintenance Association shall collect subsequent surveying costs of re-establishing lot corner stakes from the lot owner in accordance with Paragraph 31, Enforcement.

**22. SWIMMING POOLS:** Swimming pools will be completely in ground. No swimming pool or associated equipment shall be erected or placed on any homesite until the construction plans, including plot plan have been approved by the Architectural Design/Environmental Control Committee. In ground (below) pools shall be fenced for the safety of other residents.

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**23. SPECIAL PROVISIONS DURING CONSTRUCTION:** It is the responsibility of the owner of any homesite to maintain a clean and safe construction site, placing such condition in the contractual agreement with a building contractor who must also agree in writing to comply with the requirements of this section. Upon completion of the foundation, a stone driveway area shall be created to minimize mud and other debris carryover to the subdivision and adjacent streets. In addition, the builder must ensure that subcontractors do NOT drive on and track mud from the lot but use the stone driveway for any vehicle access to the lot. Likewise, in order to ensure the continued operation of the underground street drains contractors **MUST BE REQUIRED BY THE OWNER** to clear streets of any excess mud or dirt that is tracked by construction vehicles on a daily basis. Loose trash shall NOT be allowed to carry over to adjacent home-sites. It is also the responsibility of the owner to ensure that no material (dirt or otherwise) is allowed to be placed on existing swales within drainage easements. If any damage to another lot occurs due to the activities of the builder or subcontractor, it is the responsibility of the owner to return such lot to its original condition, including rubbish removal, re-grading, reseeding or any other act necessary to remove such damage. If the construction site or repair of such other lot is not maintained or performed in conformity with this paragraph, the Association or Westridge Estates LLC, as applicable reserve the right to perform such cleanup or repair functions that it deems necessary to protect the interests of the other lot owners and **WILL INVOICE THE OWNER** whose contractor caused such damage, at a minimum of \$ 25 per hour and costs of collection thereof, which shall thereupon become a continuing lien until paid.

**24. MAILBOXES:** It is the responsibility of the lot owner to install an attractive mailbox. Mailboxes may be installed on ornamental iron, vinyl, brick or 4" x 4" or larger wooden posts. Water pipe posting is not acceptable.

**25. COMMON AREAS, RETENTION PONDS AND LEGAL DRAIN EASEMENT:** Retention ponds, when installed, are due to Hendricks County drainage requirements. NO fishing, ice skating, swimming, boating or ANY other use of the pond is permitted.

**26. STREET LIGHTS:** Since Westridge Estates presently is not within the boundaries of any incorporated municipality, any street lights that may be installed within the subdivision will be operated at the expense of the lot owners as a part of the annual assessment by Westridge Estates, LLC or the Homeowners Maintenance Association. If and when Westridge Estates is annexed into a municipality that would assume the responsibility for the street light payments, the assessment will be adjusted accordingly.

**27. WESTRIDGE ESTATES HOMEOWNERS MAINTENANCE ASSOCIATION:** All owners of lots in the Subdivision shall become members of the Westridge Estates Homeowners Maintenance Association (the "Association") which includes all owners of lots in all sections, starting with Section 2, of Westridge Estates. The Association is a not-for-profit organization with mandatory membership of all owners. The sole purpose of the Association is to maintain a clean, safe and attractive subdivision for the enjoyment and benefit of the members. All common areas will be deeded to the Association and will be maintained by the Association as part of its normal activities.

(a) As long as any lots remain unsold in any section of Westridge Estates, Westridge Estates LLC shall have the sole authority to designate the members of the Architectural Design/Environmental Control Committee.

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(b) Each lot owner, by acceptance of a deed of conveyance shall be deemed to covenant and agree to pay the Association annual assessments or charges for specific maintenance functions within the subdivision performed for the benefit of all members. Each such annual assessment shall be the personal obligation of the person (s) who was the owner of the property when the assessment was due. In the case of multiple owners of a specific lot, the term "owner" shall refer to the person representing such multiple owners. If a lot is sold, the payment of the previous owner remains with the Association and no assessment is due from the new owner until the next normal assessment date. The annual assessment date shall be January 1 for each calendar year. At the time of closing of the lot purchase from Westridge Estates, LLC, the original lot purchaser shall make a payment to Westridge Estates, LLC, or to the Westridge Estates Homeowners Maintenance Association (if duly activated) of a prorated assessment, calculated for the remaining calendar months in the current fiscal year, commencing with the first day of the month following closing. The next assessment shall be due on the following January 1 and will be for a full year. After formation, the Association may modify the payment amount as necessary to meet the needs of the Association.

(c) The assessments levied by the Association shall be exclusively for the purpose of promoting health, safety and welfare of the Association members, and in particular for the following: (1) maintenance of all common areas or areas so directed by the Association, including mowing and general cleanup, (2) maintenance of the entrance plantings, including payment of electric or water bills associated with any irrigation systems or watering activities, (3) payments for billings by Hendricks County REMC and Liberty Water Corporation for any lighting or other power or water which the Association requests be provided within the Subdivision, (4) costs associated with routine expenses of the Association, including legal fees, property taxes on the common areas if applicable, insurance, etc., and (5) other general functions that the Association shall determine are in the best interests of its members, including any costs necessary to collect delinquent assessments from members. Additional use of the Association funds are dependent on the decisions of the membership.

(d) The initial annual assessment shall be in the amount of Sixty Dollars (\$60.00) per lot. In no event shall any assessment or charge be levied against or due from the undersigned Westridge Estates, LLC, its representatives, or assigns. Future assessments are to be determined by the Association's membership based on a comparison of member payments and maintenance costs. The Association may change the maximum and basis of the assessments, provided that any such change shall have the assent of two-thirds of the voting members. If assessments from members are not paid on the date due, then the assessment and costs of collection thereof shall thereupon becoming a continuing lien on the property. No assessments shall be levied against a builder who purchases a lot for the construction of a residence for resale unless the residence is allowed to be occupied prior to selling. The purchaser of said residence shall make an initial payment to the Association at the time of closing on the purchase of the house from the builder as if the purchase has been made from Westridge Estates, LLC, directly at the time of such purchase from the builder, according to Paragraph 27b.



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(e) The management, affairs and policies of the Association shall be vested in the Board of Directors (the "Directors") which will conduct the day to day functions of the Association on behalf of its members. The initial Board of Directors (the "Acting Directors") shall consist of a representative of Westridge Estates, LLC, and up to Six (6) lot owners from Section 2 and all additional sections of Westridge Estates developed. When a total of Thirty lots combined from all sections applicable of Westridge Estates have been sold by Westridge Estates, LLC, the Acting Board shall contact all owners in writing and solicit interest in serving on the Board of Directors. Based on this solicitation, the Acting Directors shall then provide all lot owners with a slate of candidates (these must be existing owners of lots in the Subdivision) and a written ballot (one per lot). Based on the tabulation of all ballots returned, the new Board of Directors shall be established, whereupon the Acting Board shall be dissolved. The tenure of the members of the Board of Directors shall be such that no more than half of the Director's terms will expire each year. Upon its formation, the Board shall immediately elect a President, Vice President, Secretary and Treasurer and assign specific duties to each. There will be no compensation paid to any member of the Board of Directors. The term of all officers shall be one year unless reelected by the Board. As long as any lots remain unsold in any section of Westridge Estates, a representative of Westridge Estates, LLC may serve on the Board if desired by Westridge Estates, LLC, resulting in a total Board membership of seven (7) members.

(f) On an annual basis, the Directors shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessments due date. Such roster shall be kept in the office of the Association. An assessment shall thereupon be sent to every Association member subject thereto prior to June 15 for payment the following July 1. Payments shall be considered delinquent if not received by July 15. Although generally the Directors shall have the authority to act on behalf of the members and total membership meetings are not required, the Directors may call meetings of all members of the Association when considered appropriate. At any meeting of the members, or through written ballot provided separately to members, a two-thirds majority of those actually voting shall be required to pass any motion made by members. Only one vote per lot is permitted. Similarly, a two-thirds majority of the Directors voting shall be required to pass any motion made in the Directors meetings or by written ballot outside any scheduled meeting. However, at least two-thirds of the Directors must vote in any action for that action to become effective. On an annual basis the Directors shall prepare an annual report to the membership summarizing the primary events of the past year and accounting for all funds received from the members.

(g) The Directors shall meet at a frequency considered appropriate to discuss the maintenance activities and review the need to take action to protect the interests of the Association. Routine bills may be paid directly by the Treasurer after approval by one other officer, except that the Directors shall not authorize advance payment for any project of significant monetary value (shelter house, swimming pool, tennis court, street lighting, etc.). With the signing of a valid contract containing a "NO Lien" clause, a ten (10) percent down payment may be made with the balance paid in lump sum at the completion and acceptance. A reasonable progressive payment schedule during various phases of the project completion with a minimum of 33 percent withheld for final payment may also be implemented. Authorization to engage in any such "project" contract as well as authorization for acceptance of completed project for final payment shall require a two-thirds vote of the Directors. It is expected that the Board shall also contact any lot owner who may be causing or permitting any activity to occur to the detriment of the members, and request that such activity be eliminated or corrected. This includes, among other, permitting trash to accumulate on unimproved lots, not mowing unimproved lots, depositing refuse or material on an adjacent lot, or not maintaining a building site during construction of the residence in conformity with Paragraph 23.

28. SANITARY SEWER CONNECTION: Every pipe connecting between a dwelling and a sanitary sewer shall have a check valve to prevent back flow.

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**29. UTILITIES CONNECTION INSPECTION:** All materials and workmanship in the installation of connections between dwellings and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who may require correction or any defects discovered.

**30. MAINTENANCE OF DETENTION AREA:** It is the responsibility of the Westridge Estates Homeowners Maintenance Association to maintain the off-site detention area north of and adjacent to Lots 73 and 74 of Westridge Estates Section 3 as recorded in Plat Cabinet \_\_\_\_\_ Slide \_\_\_\_\_.

**31. ENFORCEMENT:** If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks under these restrictive covenants, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The Association shall collect its cost thereof in any reasonable manner from the owner. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damages that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot, subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charges shall bear interest at the rate of 12% per annum until paid in full. If, in the opinion of the Association, such charge has remained due and payable for an unreasonably long period of time, the Association may institute such proceedings, either at law or inequity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action starts, be obligated to pay any expenses or costs, including attorney's fees, incurred by the Association in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all fines that shall be made pursuant to this paragraph.

**32. TERM:** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for twenty-five (25) years from the recording date that these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

**33. INTERPRETATION:** In the event of any conflict within these Covenants or in the event an interpretation of the Covenants is needed, then and in either of these events the Architectural and Environmental Control Committee is exclusively empowered with the responsibility, duty and obligation in providing any needed resolution or interpretation.

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34. SEVERABILITY: Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

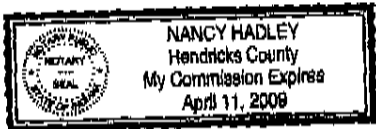
IN WITNESS WHEREOF: Westridge Estates, LLC as owner of Sections 3 and 4 of WESTRIDGE ESTATES, have hereunto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

WESTRIDGE ESTATES, LLC  
by: Harry F. Tidler  
Harry F. Tidler, President  
Roger R. Mosser  
Roger R. Mosser Secretary/Treasurer

STATE OF INDIANA }  
COUNTY OF HENDRICKS }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Westridge Estates, LLC represented by its Officers, Harry F. Tidler, President and Roger R. Mosser, Secretary/Treasurer as owners of the above described subdivision, acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as their Voluntary Act and Deed.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of October, 2003.



Nancy Hadley  
Notary Public  
Nancy Hadley  
(printed)

My commission expires 4-11-09

This document prepared by Roger R. Mosser, Attorney 9235-32

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