

98-04421

MISC. DRAWER 5 CARD 4008

CONDITIONS, RESERVATIONS, RESTRICTIONS
AND PROTECTIVE COVENANTS AFFECTING
TITLE TO ALL LOTS IN NORTHRIDGE AT WINDEMERE FARMS,
A SUBDIVISION LOCATED IN VANDERBURGH
COUNTY, INDIANA, ACCORDING TO THE
RECORDED PLAT THEREOF.

The undersigned, Dan Buck General Contractor Inc. being the present owner and subdivider of all lots and land comprising the recorded subdivision known and designated as Windemere Farms - North Ridge, Section Two, as per plat thereof recorded in Plat Book P, page 142, in following covenants, conditions, restrictions and reservations for the use and occupancy of the lots and lands comprising said subdivisions, which covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all owners of the lots and lands in said North Ridge to wit:

1. RESIDENTIAL LOTS. All lots in this subdivision shall be known and described and used only for single family residential purposes. No use of any lot or building in this subdivision shall be in violation of the Vanderburgh County Zoning Code.

2. LAND USE. All Lots in this Subdivision shall be known, described and used only for single-family residential purposes; however, owners of lots in the Subdivision shall have the right to maintain a home office within dwelling for whatever business or activity they may care to conduct within said office which is clearly incidental and secondary to the use of the dwelling unit for dwelling purposes and does not change the character thereof; further, provided, however, no business activity may be conducted within such home office which would cause delivery of any merchandise for resale in the subdivision or cause any type of customer traffic or service traffic to the premises located in this subdivision. Provided, however, in no event shall a barber shop, hair styling salon, beauty parlor, tea room, fortune telling parlor, licensed child care center or other licensed or regulated baby-sitter service, animal hospital, or any form of animal care or treatment, such as dog trimming, be construed as a permitted home occupation in this subdivision. No sign shall be displayed on the exterior of any house or other building or in any yard to indicate the presence of any business activity on any lot or in any dwelling unit in this subdivision.

3. TYPE OF PERMITTED STRUCTURE. No structure, including any television or radio antenna, shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two and one-half (2 1/2) stories in height, one (1) story shall have at least 2000 square feet, two (2) story or one and one-half (1 1/2) shall have at least 1400 square feet on first floor, exclusive of basements or walkout basements, and a private attached garage for not less than two (2) cars nor more than three (3) cars. In addition, a detached accessory building may be erected on a lot providing it is approved in advance by the architectural control committee or their appointee as being in conformity and harmony with the main structure. No detached accessory building shall be used for living purposes. All dwellings must be constructed of eighty percent (80%) brick. No completed dwelling shall have concrete blocks exposed on the exterior. All residences shall include garbage disposals

RECEIVED FOR RECORD

3:23 P.M. Feb 13 1998

CTRL # 0114

BETTY J. WERMANN, RECORDER
VANDERBURGH COUNTY

4. **ARCHITECTURAL CONTROL.** No Structure shall be erected, placed or altered on any lot until the construction plans, specifications and a plot plan showing the location of the structure have been approved by the subdivision developer. Dan Buck General Contractor Inc., or their appointee shall make approvals based on the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. Approval of said structure shall be evidenced by a letter to the owner of such lot and shall be given if the structure conforms to the restrictions and is in reasonable architectural harmony and conformity with others in said subdivision. In no event shall such approval be arbitrarily withheld. Once a plan has been approved, then there shall be no modifications or changes whatsoever to said plans without the prior written consent of Dan Buck General Contractor Inc., or their appointee.

5. **CONSTRUCTION OF BUILDING.** The following states the minimum finished living area, exclusive of basements, porches and attached garages, for various types of houses.

- a. One story dwelling shall have a minimum finished living area of 2,000 square feet.
- b. Story and one-half dwellings and two story dwellings shall have a minimum finished living area of 2,200 square feet. There must be at least 1,400 square feet of living area on the first floor.

6. **TIME FOR CONSTRUCTION.** The construction of any building shall be completed within 6 months from the date of commencement of such construction unless written approval is obtained from the developer Dan Buck General Contractor Inc.

7. **CARE OF PROPERTY DURING CONSTRUCTION.** All lots in this subdivision are subject to the Indiana Department of Environmental Management General Permit Rule #327 I.A.C. 15-5. This rule requires that erosion control practices be used during development and construction that will minimize soil erosion and sediment laden water from flowing from the building sites and it requires that streets be kept free from transported soil from the building sites. As required, an erosion control plan for the subdivision has been submitted to the Vanderburgh Soil and Water Conservation District. One part of the plan pertaining to individual lots requires that prior to the start of construction a rock driveway be installed and an entrance to the building site for all deliveries and workers should be over the driveway. To minimize sediment laden water from being discharged to streets and drainage ways, sand bags, straw bales and silt fences should be used on the individual building site. Adjoining lots should not be used for any purpose. If your employees, contractors or agents are responsible for disturbing the vegetation on adjoining building sites, appropriate erosion control practices should be started immediately. Each owner of a lot in this subdivision agrees to assume the obligation to comply with the requirements of General Permit Rule #327 I.A.C. 15-5 as it pertains to their individual lot.

8. **BUILDING LINES.** No residence or other building structure shall be constructed nearer to the front property line than the building setback line as shown on the recorded plat of this subdivision.

9. **EASEMENTS.** The strips of real estate of the width shown on the recorded plat and marked "easement" are hereby reserved for the use of any and all public utilities and for

installation of water, sewer mains, surface water drainage, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easements herein reserved. No structures or other improvements, planting or other material shall be erected or permitted to remain within the easements which may damage or interfere with the installation and maintenance of utilities. The intended direction of flow of surface water within the easement.

10. FENCES AND SHRUBS. No fence or wall shall be placed or permitted to remain on any lot in front of the building setback line, nor shall any trees or shrubs be planted and maintained in such a manner which would create hazard or in such a manner as would distract from the appearance of the subdivision. Only wood fences shall be allowed and such fence must be to vertical boards with a six (6) foot maximum height. Only exterior grade lumber is permitted.

11. DRIVEWAYS. All driveways shall be paved with either concrete or asphalt.

12. WASTE DISPOSAL. All lot owners shall keep their lots free of garbage, sewage, ashes, rubbish, bottles, cans, waste matter and other refuse. Trash, garbage or other waste or debris accumulated by the owner or occupant of any lot within the subdivision shall be kept in sanitary containers and shall be kept in such manner as to avoid an unsightly appearance within the subdivision. No grass clippings, or other debris should be placed on any vacant lot. The owner shall only use E.P.A. approved products on his lawn and shrubs.

13. APPEARANCE OF LOTS. All lot owners must also keep their premises clean and free of weeds and other objectionable matter at all times. If a lot is not kept cut and maintained in a neat, orderly manner and free from weeds, the present owner and subdivider shall have the right to cut said grass and maintain the said lot in a proper manner free from weeds, and said owner of said lot shall be required to reimburse said present owner and subdivider for said cutting and maintenance within ten (10) days from the date said owner is presented with a statement therefore, which shall be payable with ten percent (10%) interest per annum and attorneys' fees. After all lots in this subdivision are sold by the present subdivider, the aforesaid right shall pass to a majority of the owners of lots in said subdivision.

14. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot in this subdivision or any part thereof at any time as a residence, either temporarily or permanently. No structure shall be moved onto any lot and all structures shall be newly erected thereon.

15. DRAINAGE OF WATER. Water from down spouts, foundation tile or other surface water drainage systems shall not be drained or guided into the sanitary sewer, if drained to the street. It must be discharged at a level above the street to prevent erosion under the street. The existing natural and manmade drainage courses shall not be altered without the approval of the subdividers or their appointee.

16. VEHICLES: PARKING AND USE. Only those vehicles owned or leased by the owners or their lessees in this subdivision may be parked habitually on any lot in the subdivision.

Further, each owner or lessee shall provide adequate facilities for off-street parking for all vehicles permitted to be kept on the premises. No van, camper, boat, motor home, truck or other similar vehicle shall be regularly parked on any street in the subdivision and every lot owner of a residence in this subdivision shall produce adequate facilities for off street parking.

17. FUEL TANKS. No oil, gas or other fuel tanks shall be allowed on any lot in this subdivision or placed in the basement or garages of any dwelling unless approved by the subdivision developers and in compliance with all governmental laws.

18. SIGNS. No signs shall be permitted in said subdivision, excepting that any owner of any lot who desires to sell said lot shall be permitted to place a "FOR SALE" sign on said lot. Model home or display signs shall also be permitted in connection with original construction on any lot.

19. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. It will not be permitted for dogs to be maintained in such a manner as to become an annoyance to the neighbors, and their quarters and pens shall be screened from the view of adjacent yards and the street.

20. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

21. FIREARMS. There shall be no hunting with firearms or otherwise upon any of the real estate included within said subdivision or the discharge of any firearms thereon.

22. FRACTIONAL LOTS. No residence may be erected or placed on less than a full residential lot, except where less than one full residential lot is utilized in connection with an adjacent or abutting full residential lot for the construction and maintenance upon the combined single parcel of real estate of single family dwelling in all other respects complying with the terms and provisions of these covenants.

23. ACCEPTANCE OF DEED. The acceptance of a deed of conveyance to any lot in this subdivision by any person shall be construed to be acceptance and an affirmation by said person of restrictions aforesaid, whether or not the same be set out or specified in such conveyance.

24. INJUNCTIVE RELIEF. Each and all of the covenants, reservations, conditions and restrictions contained herein shall inure to the benefit of all owners of lots in this subdivision jointly and severally, and may be enforced by them or by any of them and/or the Building Committee herein established in any court of competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of said matter. The owner of any lot in this subdivision and/or committee, shall have the right to enforce said covenants, conditions and restrictions without proof of pecuniary damage to his own property in this subdivision or otherwise.

25. **PASSAGEWAY.** No owner shall permit or authorize anyone to use a portion of any lot as a passageway or means of ingress or egress to or from any contiguous property, nor shall any utility easements be granted without the approval of the subdivision developer, Dan Buck General Contractor Inc. or their appointee; provided however; that this restriction shall not apply to any lots owned by the subdivision developer, Dan Buck General Contractor Inc. or their appointee; provided however, that this restriction shall not apply to any lots owned by the subdivision developers.

26. **CHANGING OF LOT DIMENSIONS.** It is expressly understood and agreed that the subdivision developer, Dan Buck General Contractor Inc., shall have the right to change, alter, adjust or readjust the dimensions of any lot owned by North Ridge situated in the subdivision.

27. **INVALIDATION OR A RESTRICTION OR CONDITION.** Invalidation of any of the foregoing covenants, conditions, or restrictions by or order of a court shall in no way effect any of the other covenants, conditions, or restrictions, all of which shall remain in full force and effect.

28. **BINDING EFFECT OR RESTRICTIONS.** These restrictions and protective covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions and covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in this subdivision has been recorded agreeing to change, modify or eliminate said covenants and restrictions in whole or in part.

29. **SIDEWALKS.** All sidewalks are to be placed starting at three (3) feet off the back of the curb and are to be four (4) feet in width. All sidewalks are at the expense of the builder or lot owner.

30. **MAILBOXES.** All Mailboxes shall be uniform in appearance. The box will be a medium size regulation U.S. Postal Service Approved Box as per model home at address 2541 Windemere Drive, Evansville IN 47711.

31. **VACANT LOTS.** No lot shall remain vacant for more than a two (2) year period from date of purchase from developers unless written approval is obtained from the developers. The developers have no control over the duration of lot sales shall remain exempt from the two year period.

32. **DRAINAGE AND DRAINAGE REPAIR.** The individual lot owners shall be responsible, including financially, for maintaining that part of the storm water drainage system and its easements which exists on his or her property in proper working order including;

a. Mowing grass, controlling weeds, and maintaining the designed cover, the waterways, storage basins, and easements in accordance with applicable ordinances.

b. Keeping all parts of the storm water drainage system operating as designed and constructed; and free of all trash, debris, and obstructions to the flow of water.

c. Keeping the channels, embankments, shorelines, and bottoms of waterways and basins free of all erosion and sedimentation.

d. Maintaining that part of the storm water drainage system which lies on his or her property in accordance with the conditions described on the approved street and or drainage plans on file in the County Drainage Ordinance.

e. Preventing all persons or parties from causing any unauthorized alterations, obstructions, or detrimental actions from occurring to any part of the storm water drainage system and easement which lies on his or her property.

f. The Repair Fund establish for this project will pay the costs of repairing structural failures in the storm sewer pipes, pipe collars, drip boxes, aprons, inlets, manhole, junction boxes, and the piped or paved outlet structures of the storm water control basins all of which are parts of the approved and constructed storm water drainage system shown on the as-built plans for this subdivision; and which are in drainage easements and outside of the country, accepted road rights-of-way as shown on the plat of this subdivision.

33. HOMEOWNER'S ASSOCIATION. For the purpose of maintaining the appearance of the drainage plan, easements, water detention basin and entranceway improvements, there shall be created an association of the owners of the lots in this Subdivision to be known as the "North Ridge Homeowners' Association, Inc." (the "Association"). Each Owner, upon acquisition of title to a lot, shall automatically become a member or other disposition by such member of his respective Lot ownership, at which time the new owner of such lot shall automatically become a member of the Association. The Board of Directors and officers of the Association elected as provided in the By-Laws of the Association shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, by the By-Laws, and by these Restrictions upon the Association, except as otherwise specifically provided. The Association shall, through its first Board of Directors, file Articles of Incorporation for the purpose of organizing the Association as a Not-For-Profit corporation under the laws and statutes of the State of Indiana, and upon the effective date of the incorporation, all members of said Association shall automatically become members of the Not-For-Profit corporation thereby formed, and said Not-For-Profit shall thereupon exercise the same powers, discharge the same duties and be vested with the rights, privileges and power converted by operation of law, by the By-Laws and these Restrictions upon the Association, and reference to such corporation and any document relating to this Subdivision, shall be deemed to be a reference to such Not-For-Profit corporation. The name of said Not-For-Profit corporation shall be the "North Ridge Homeowners' Association, Inc." All references to the Board of Directors of the Association shall be deemed to be references to the Board of Directors of the Association of such Not-For-Profit corporation. The maintenance of the Lot and Dwellings shall be in accordance with these Restrictions and the By-Laws of the Association. All owners of lots in the Subdivision shall comply with the provisions of these Restrictions, the By-Laws, the decisions and resolutions of the Association, or its representatives, as amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be cause for an action to recover damages and, in appropriate cases, for injunctive relief.

34. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee (the "Committee") is hereby established, which Committee shall initially consists of the President of Dan Buck General Contractor, Inc. Until eighty percent (80%) of all Lots are sold by the

developer in this Subdivision. said representative appointed by Dan Buck General Contractor, Inc. shall be the sole member of the Architectural Control Committee. After eighty percent (80%) of all lots are sold by the developer in this Subdivision, Dan Buck General Contractor, Inc. shall appoint two (2) additional individuals who are also owners of Lots in this Subdivision to serve on said Architectural Control Committee with the President of Dan Buck General Contractor, Inc. and, thereafter, said Architectural Control Committee shall consist of three (3) individuals, all of whom shall be owners of Lots in this Subdivision. After all of the lots are sold in this Subdivision are built thereon, said President of Dan Buck General Contractor, Inc. shall resign from the Architectural Control Committee, and he shall be replaced by a vote of the Board of Directors of the Association, and thereafter said Committee shall consist of three (3) individuals, all of whom shall be owners of lots in this Subdivision, and all whom shall serve as a committee member for one (1) year. Thereafter, when vacancies occur on said Committee for any reason or when terms of service have terminated, the Board of Directors of the Association shall designate new members to fill said vacancies so long as said new member so designated is an owner of a lot in the Subdivision. After the sale of eighty percent (80%) of all Lots in the Subdivision by the Developer, at any meeting of the Committee, a quorum shall consist of the President of Dan Buck General Contractor, Inc. and one (1) other member, and a unanimous vote of such quorum shall be needed for approval of any plans or to any other question that may come before the Committee. Upon the President of Dan Buck General Contractor, Inc. no longer being a member of said Committee, a quorum shall consist of any two (2) members of the Committee.

No dwelling, outbuilding, fence, landscaping, satellite dish, television or radio antenna, or other structure or other improvements shall be commenced, erected, or placed on any lot, nor shall any addition to or change, or alteration therein be made, including elevations thereof, until the building plans, specifications and plot plans showing the nature, kind, shape, height, materials, supplies, floor plans location and approximate cost of such structure, the grading plan of the lot to be built upon, the landscape plan for the Lot to be built upon, and the contractors, sub-contractors, and the independent contractors that will be engaged or employed in the proposed construction shall have been submitted to and approved in writing by the Architectural Control Committee. The plans and specifications for a dwelling shall include and reflect the number of square feet calculated to be in the said plans and specifications and said square footage calculation shall be divided among the following areas: (a) garage, (b) second floor and/or loft, (c) basement, (3) first/main floor (all other areas of the dwelling). It is the desire and intention of the foregoing that all said dwellings and other improvements in the foregoing that all said dwellings and other improvements in the Subdivision be constructed of materials that are either identical or so nearly identical that they are homogenous in aesthetics and quality and that the dwellings be constructed with an architectural style that is consistent with the theme selected by the developer and the committee.

In the event said Committee fails to approve or disapprove said plans and specifications in writing within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of said dwelling or other improvements or the making of such alterations has been commenced prior to the completion thereof, such further approval will not be required and this covenant will be deemed to have been fully complied with as to such dwelling or other improvement or such alterations. The Architectural Control Committee shall also have the power and authority to enforce any requirements of these Restrictive

pertaining to maintenance of the appearance of Lots and landscaping in this Subdivision and the compliance by any builders with these Restrictions all as is more specifically provided herein.

35. ASSOCIATION ASSESSMENTS.

(a) Definition of Common Expenses. Expenses for the administration of the Properties and the Association, for the management, maintenance and repair of the and such other expenses as may be so designated in these Restrictions or in the By-Laws of the Association, shall be deemed and considered common expenses, assessment therefor shall be made in the manner provided for herein and in the By-Laws. Each owner's share of the Common Expenses is to be equal, with each lot owner paying for each lot owned (for example, an owner with three lots will pay three times the assessment as an owner with one lot). No owner may exempt himself from liability for contribution for common Expenses by any waiver of his use or enjoyment of any of the common areas or by abandonment of his dwelling or lot. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners, and in particular for the improvement and maintenance of the exterior of the drainage plan easements, water detention basin and entrance way and all other common area, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

(b) Collection and Lien. The Association shall have a lien, upon the estate or interest of each owner in his dwelling and Lot for the payment of unpaid assessments charged against his dwelling and Lot. Such lien may be filed and foreclosed by suit by the Board of Directors, acting on behalf of the Association enforceable as other liens against real estate in the State of Indiana are enforced, together with reasonable interest thereon and the reasonable attorneys fees on foreclosure. The Board of Directors, acting on behalf of the Association, shall have the power to bid for the purchase of the dwelling and Lot at any foreclosure sale, and the Association shall hold, lease, mortgage and convey said dwelling and Lot as directed and authorized by the members of the Association at any regular or special meeting of the Association. Suit to recover a money Judgment for unpaid assessments shall be maintainable by the Board of Directors, acting on behalf of the Association, without enforcing or waiving the lien securing the same.

(c) Unpaid Assessments After Foreclosure. When the Mortgagee or other purchaser of a dwelling and lot acquires title to a dwelling and lot as the result of foreclosure of a mortgage or other lien, or where the Mortgagee in lieu of enforcement of its mortgage acquires title to a dwelling and lot by accepting a deed to a lot in full satisfaction of its mortgage, such acquirer of title, its successors and assigns, shall not be liable for any assessments chargeable to such Lot which became due prior to the acquirer's acquisition of title. Such unpaid prior assessments shall be deemed to be common expenses collectible from all of the dwelling, including that of such acquirer, at the time of the first assessment next following the said acquirer's acquisition of title. No such sale, transfer or foreclosure shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(d) Liability of Purchaser for Unpaid Assessments. In the event of a voluntary conveyance of a lot, other than by deed in lieu of foreclosure, the grantee of title to the lot shall be jointly and

severally liable with his grantor for all unpaid assessments levied by the Association against the grantor and his or her Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of all unpaid assessments against the said grantor and his or her lot due the Association, and said grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the said grantor in excess of the amount set forth in such statement for the period reflected therein.

(e) Declarant's Exemption. The developer, Dan Buck General Contractor, Inc., for so long as it is an owner of lots offered for the first time for sale, but not to exceed a period of twenty-four (24) months following the month in which the closing of the sale of the first lot occurs, is excused from contributing toward the Common Expenses.

Each Owner shall exercise good erosion control practices during construction of the Dwelling Unit and shall finish grade, seed, and mulch the Lot as soon as reasonable possible. Straw bale dams for runoff control during construction shall be used if necessary and all streets shall be kept free of transported soil. Upon completion of construction of the Dwelling, a good turf shall be established and maintained. After the approval by the Architectural Control Committee of the landscaping plan for the Lot, Owners may plant, install or maintain any flowers, trees, shrubbery or other plant materials on a Lot in accordance with the approval of the Architectural Control Committee. During any construction, the job site and street in front of the Lot shall be kept clean and free of debris at all times. In the event any Owner or Builder shall fail to comply with this restriction, the Architectural Control Committee and/or the Association shall have the right to clean the streets and remove debris from the street and Lot, and bill the said Owner for the costs thereof which said costs shall become a lien upon said Lot be inferior to any mortgage thereon until paid and no lien shall be enforceable against a subsequent bona fide purchaser of a Lot unless said lien is of record or a suit is pending thereon on the date said title is transferred. If said bill is not paid within thirty (30) days, the said Architectural Control Committee and/or the Association, shall have the power to collect same together with attorney's fees incurred in collection thereof by legal action or otherwise.

IN WITNESS WHEREOF, Dan Buck General Contractor Inc., as general partner for North Ridge, has caused these to be duly executed this 11th day of FEBRUARY 1998.



Dan Buck General Contractor Inc.
Dan Buck, President

STATE OF INDIANA)
) SS:
VANDERBURGH COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared in the within named Dan Buck, President, Dan Buck General Contractor, Inc., who has acknowledged the execution of the foregoing restrictions and protective covenants to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 11th day of February, 1998.

My commission expires:

11/13/01

Kendra L. Kestraw
Signature

Printed Name:

Kendra L. Kestraw

Residence of Notary Public:
Vanderburgh County, Indiana

This Instrument Prepared By:

Christopher [Signature]

2007 10