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Thieneman Development

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RESTRICTIONS AND PROTECTIVE COVENANTS FOR WOODFORD FARMS

200624714

Thieneman Development LLC., an Indiana limited liability corporation, being the sole owner of all lots in Woodford Farms as the same appears of record in the office of the recorder of Clark County, Indiana, in Deed Drawer _____, Instrument No _____, does hereby impose the following Restrictions and Protective Covenants upon each lot within the Plat of Woodford Farms, for the mutual benefit of all persons, firms, and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot within the development.

1. Primary Use Restrictions. No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except a single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one half (2 ½) stories in height and containing a private garage attached for the sole use of the owner and occupants of the lot. Private professional business for in home use is allowed, but subject to Clark County Plan Commission approval, and as long as it does not become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, a new home may be used by a builder thereof as a model home for display or the builder's own office, provided said use terminates within eighteen (18) months from the completion of the development or upon such additional period of time as may be expressly agreed to in writing by Developer or any person, firm, corporation or association to whom it may assign such right.

2. Approval Of Construction And Landscape Plans. No structure may be erected, placed or altered on any lot until plans are submitted showing the (a) location of improvements on the lot; (b) the grade elevation (including rear, front, and side elevations); (c) the type of exterior material, and (d) the location and size of the driveway, which shall have been approved in writing by the Developer. In addition to the plans referred to in the previous sentence, a landscape plan shall be submitted to the Developer for its approval in writing, said plan shall show trees, shrubs, and other plantings. Said landscaping is to be completed within twelve (12) months from the date of occupancy. References to "Developer", or elsewhere herein, shall include any person, firm, corporation or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building, (including a garage, fence or wall).

3. Building Materials, Roof, Builder

- (a) The exterior building materials of all structures shall extend to maximum of six inches above ground level and shall be, either brick, stone, vinyl siding, or a combination of the same. The developer must approve all other materials.
- (b) The roof pitch of any residential structure shall not be less than five (5) inches vertical of every twelve (12) inches horizontal.
- (c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of not less than one (1) year and must

have supervised the construction of, or personally built a minimum of six (6) homes. Developer makes this requirement to maintain the high quality of construction within the subdivision.

4. Setbacks

- (a) No structures shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat. Developer may vary the established building lines, in their sole discretion, where not in conflict with applicable zoning regulations during the development of the subdivision. For purposes of this section, the Development of the subdivision shall be from the date that these restrictions and protective covenants are executed by the Developers to the date of the sale of the last remaining lot in Woodford Farms to any person, firm or corporation other than the Developer.
- (b) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structures, plantings, fences or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change there direction of flow or drainage channels in the easement. All easement areas will be monitored. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- (c) For the purposes of these Restrictions and Protective Covenants, all adjoining lots or portions thereof used as a site for the construction of a single dwelling structure shall be considered one (1) lot, so that these Restrictions and Protective Covenants relative to side lot lines shall mean the side lines of any one or more lots or portion or portions of any lot or lots used as a single dwelling building site.
- (d) For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this exception shall not be construed to permit any portion of a dwelling structure or any other building be erected in violation of side yard requirements of any applicable zoning ordinance in effect at the time of construction thereof.

5. Minimum Floor Areas

- (a) The ground floor living area of a one-story house shall be a minimum of 1100 square feet, exclusive of porches and garages.
- (b) The total living area of a one and one-half (1 ½) story or Bi-level house shall be a minimum of 1250 square feet, exclusive of porches and garages.
- (c) The total living area of a two-story (2) house shall be a minimum of 1400 square feet, exclusive of porches and garages.
- (d) Unfinished basement areas, garages, and open porches shall not be included in computing total living area of any residential structures, except that finished area on the lower level of a Bi-level will be considered in computing total living area.

6. Pools. Any swimming pool constructed on any lot must be pursuant to an approved swimming pool development plan approved in advance by Developer. The development plan must provide for the pool to be located in the rear of the lot, be screened from the street, have landscaping deemed appropriate by the Developer, and have appropriate fencing as required by local and/or state laws.

7. Completion Time Requirements For Construction

- (a) No portion of a structure shall be allowed to remain upon any lot within this subdivision in a partial state of completion for a substantially greater length of time than would normally be required for completion of such a structure, having regard only for general circumstances and conditions in the vicinity and not circumstances and conditions peculiar to the owner or other person or persons responsible for such construction, and in no event in excess of one (1) year from date of first construction.
- (b) After occupancy of a residence, the lot owner shall grade and seed or sod the lot within 30 days, in accordance with the Clark County Erosion Control guidelines.
- (c) All driveways shall be paved solidly of concrete or asphalt within six (6) months of completion of a single family and multi-family dwellings.
- (d) Upon owners failure to comply with the provisions of the Paragraph 6 Developer or any person or association to whom it may assign the right, may take action as necessary to comply therewith, and the owner shall immediately upon demand; reimburse Developer or other performing party for all expenses incurred in so doing.

8. Garages and Driveways

- (a) All residential lots shall have at least a one-car garage.
- (b) Garages, as Separate structures, are subject to prior plan approval under Section 2 hereof.
- (c) No carports shall be constructed on any lot without approval of the Developer.
- (d) Prior to the start of construction of any dwelling, the contractor will install and gravel the driveway so that it can be used during construction of the dwelling.
- (e) All residential dwellings must have double width driveways.

9. Use Of Other Structures And Vehicles

- (a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developers, which shall be removed when construction or development is completed.
- (b) No outbuildings, trailer, basement, tent shack, garage, barn, or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

- (c) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement or parked to the rear of the improvements located on any lot so that same shall not be visible to the public from any street located in the subdivision, or additions thereto. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck or other vehicle, shall be parked on any street in the subdivision, for a period in excess of twenty-four (24) hours in any one calendar year.
- (d) No automobile shall be continuously or habitually parked on any street or public right-of-way. For purposes of this paragraph, habitually or continuously parked on any street or public right-of-way shall mean any period in excess of six (6) hours. It is the intent of the Developer that residents park their automobiles in their driveways and/or garages.

10. Underground Utility Service And Fuel Tanks

- (a) Utility service lines serving each lot shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm, or corporation owning any legal or equitable interest in any lot in the subdivision without the expressed consent in writing of the utility service companies providing utility service to the subdivision.
- (b) All tanks used for any purpose shall be buried or otherwise fully screened from street view or any other lot. Pool pumps and filtering system shall not be visible from the roadway nor from the windows or porches or adjacent properties.
- (c) No solar unit may be visible from the street of said subdivision.

11. Animals and Gardens. Vegetable gardens for private use shall be permitted only to the rear of a dwelling within those areas which a building could be erected. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets in this geographic area may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pets. If household pets, including dogs and cats become a nuisance to the neighborhood, then the animal(s) will have to be removed. If owner of animal(s) is notified of nuisance and animal(s) is not removed, Developer will take appropriate measures to have animal removed. Any cost incurred by Developer to have the animal(s) removed will be the duty of the lot owner to reimburse Developer immediately upon payment demand.

12. Duty to Maintain Lot. Before the date of construction of single family residence is started it shall be the duty of each lot owner to keep and maintain the grass at a level not to exceed twelve (12) inches in height. From and after the date construction of said lots is started, it shall be the duty of each lot owner to keep and maintain the grass on the lot properly cut, to keep the lot free and clear from all weeds and trash, (other than normal building materials used during construction) and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, the

Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive and the owner shall immediately upon demand reimburse Developer, or its agents performing said services, the expense incurred in doing so. The Developer shall be entitled to place a lien on said lot and the improvements thereon to secure the repayment of any such amount not paid on demand. Such lien may be enforced by foreclosure against the lot and the improvements thereon, with Developer being entitled to further recover its cost and reasonable attorney's fees incurred in such proceedings, but such lien shall be subordinated to any first mortgage lien previously recorded on such lot. The lien for the foregoing assessment shall attach at such time as a notice thereof is filed in the office of the Recorder of Clark County, Indiana.

13. Erosion Control.

- (a) Each lot owner, specifically including without limitation, a builder intending to construct and sell a home on such lot, shall comply with the erosion control plan filed for the subdivision pursuant to Rule 5 of 325 IAC 15, *et seq.*, pertaining to Storm Water Runoff Associated with Construction Activity. All erosion control measures shall be performed by personnel trained in generally accepted erosion control practices, and shall comply with the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas published by the Indiana Department of Natural Resources, Division of Soil and Water Conservation.
- (b) Prior to the construction of a single-family residence or any appurtenant structure on each individual lot, it shall be the responsibility of the lot owner, or his assigns, to maintain erosion control on each lot to prevent erosion of earth onto any road, curb improvements, adjoining lot, or adjacent property. After the transfer of ownership from the builder to the resident, each individual lot owner shall have a continuing duty to similarly prevent any erosion of earth onto road, curb improvements, adjoining lot, or adjacent property. Should any lot owner, or his agents, fail to take any steps deemed as reasonably required to prevent such erosion, the Developer and/or the Association, or any person to which they may assign such rights, may take such actions as they deem reasonably necessary and appropriate to halt or mitigate any such erosion within any such lot. By acceptance of a deed to the lot, each owner acknowledges that it impliedly grants a license to Developer, its agents or assigns, to enter the lot at any and all reasonable times for purposes of taking such actions. Promptly after receipt of written demand, the lot owner shall reimburse the Developer or other performing parties for all expenses incurred in effecting such actions, including any reasonable attorney's fees incurred in effecting such actions or collecting such costs. Developer shall have lien rights with respect to any such costs not paid by the lot owner within thirty (30) days after written demand.
- (c) Drainage of each lot shall conform to the engineered general drainage plans prepared by Developer's engineer, Paul Primavera & Associates, Inc. Under no circumstances shall a drainage ditch be filled, altered or piped without the prior written consent of Developer's engineer. All storm water runoff, downspout drain lines, and sump pump drain lines shall be directed to the drainage collection ditch shown on the recorded plat of the subdivision and approved by the Developer unless an alternative discharge point is approved in writing by Developer or its engineer.

- (d) Surface drainage easements and common areas used for drainage purposes as shown on the recorded plat of the subdivision are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface across which such runoff is intended to flow shall be maintained in any unobstructed condition, with the Clark County Surveyor, Clark County Engineer, or other appropriate public authority having jurisdiction over storm water drainage, shall have the right to determine whether or not an inappropriate obstruction exists, and to repair and maintain, or require such repair or maintenance by the affected lot owner, as such authority determines as reasonably necessary to keep such runoff conductors in an unobstructed condition.
- (e) The lot owner shall request inspection and approval by Developer of the finish grading on each lot prior to it being seeded or sodded, and the grant or denial of such approval shall be subject to Developer's sole reasonable discretion. Developer shall further have the authority to offset any costs incurred in halting or mitigating erosion control problems on any lot as identified by Developer in its sole discretion.

14. Signs, Fences, House Numbers, and Mail Boxes

- (a) No sign for advertising or any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine (9) square feet; provided, however, Developer (1) shall have the right to erect larger signs when advertising the subdivision, (2) to place signs on lot designating the lot number of the lots, and (3) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulation.
- (b) No fence or wall of any nature may be extended toward the front or street side property lines beyond the back corners or sidewall of the residence. Fences shall not exceed six (6) feet in height without the approval of the Developer. All fences shall be an appropriate material so as not to detract from any dwelling, and shall be properly maintained. Also no fence is to be erected in or on any easement. Chain link fences are not allowed.
- (c) All homes shall display a house number in an appropriately placed position and all homes having a mail box shall maintain it in the same state of repair as that of the dwelling and that it shall, if lettered, be lettered in a professional manner or have attached thereto an appropriate name plate.

15. Drainage; Non-Disturbance of Natural Drains. Drainage of each lot shall conform to the general drainage plans of Developer for the development. The course and flow of the natural drains shall not be disturbed, changed or altered in any manner without the prior written consent of the Clark County Plan Commission, Indiana Department of Natural Resources, and any other governing agency with jurisdiction over such proposed changes.

16. Restrictions Run with Land. Unless altered or amended under the provisions of this Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25)

years from the date this document is recorded, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement in writing changing or releasing said Covenants and Restrictions in whole or in part and signed by the then owners of not less than 51% of said tract by area, exclusive of dedicated roadways, has been recorded in the Recorder's Office of Clark County, Indiana.

17. Enforcement. Enforcement of these restrictions, shall be proceeding at law or in equity, brought by any owner of real property on Woodford Farms Subdivision or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration, or to recover damages. In the event that any building construction is done in violation of the plans, specifications or material approved by the Developer or his assign, then the building contractor and lot owner(s) shall be jointly and severally liable to the Developer or his assign for an enforcement fee of \$2,500.00 in addition to injunctive relief, damages, and expenses of litigation, including reasonable attorney's fees. Such fee is payable within thirty (30) days of written notice.

18. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Obligation To Construct Or Recovery. Each lot owner shall, within three (3) years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single-family dwelling approved according to paragraph 2, upon each lot conveyed: provided however, that should said construction not commence within the specified period of time, and/or if the lot owner has not complied with all of the restrictions herein or from this time forth does not comply with such restrictions, then the developer may elect to repurchase any and all lots on which construction has not commenced for eighty percent (80%) of the original purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to the Developer by warranty deed. Failure of the Developer to elect to repurchase any lot on which construction has not timely commenced under the terms of this provision shall not be deemed a waiver of the Developer's right to elect to repurchase in the future any or all of such lots on which construction has not timely commenced.

20. Nuisances, Disposal of Trash

(a) No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(b) No trash, garbage, or other waste or refuse shall be kept within this subdivision except in neat and sanitary containers. Any incinerator or other equipment for the storage or disposal of such materials shall be kept in a clean, neat and sanitary condition and maintained and/or in accordance with all Federal, State and local laws or ordinances. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.

- 21. Reservation by Developer to Alter or Amend Restrictions and Protective Covenants.** The Developer, their successors and assigns, reserve the right to alter or amend these restrictions and protective covenants during the development period of the subdivision. For purposes of this section, the development period shall be from the date that these restrictions and protective covenants are executed by the Developers and until the last lot within the development is conveyed to a third party.
- 22. Satellite Dishes/Special Radio-Telephone Transmitting and/or Receiving Antenna/Towers:** No Satellite dish or special radio-telephone transmitting antenna or receiving antenna/towers may be constructed or placed on any lot without prior written approval of the developer or his authorized representative. Principal developer concerns are with regard to location, aesthetic and effective measures to screen such equipment from public view and safety.
- 23. Sidewalks.** The builder or owner of each lot shall be responsible for installation of sidewalk on their lot. If the sidewalks are not installed the developer reserves the right to install the sidewalks and the right to charge the owner twice the installation cost. It is the owner's responsibility to maintain and repair as needed the City sidewalks on their property.
- 24. Homeowners Association.**
- (a) An association of lot owners to be known as the "Woodford Farms Homeowners' Association" (the "Association") shall be incorporated as an Indiana not-for-profit corporation by the Developer within sixty (60) days after the first lot is sold to an unaffiliated or unrelated third party.
 - (b) Every owner of a lot in Woodford Farms shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.
 - (c) The Association shall have one class of voting membership: When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any lot. Each vote cast for a lot shall be presumptively valid. But if such vote is questioned by any member holding any interest in such lot, if any such members are not in agreement, the vote of such lot which is questioned shall not be counted.
 - (d) The owners of any lot within the Development, by acceptance of a Deed to any such lot, whether or not it shall be expressed in such Deed, is deemed to covenant to agree to pay to the Association an assessment in the initial sum of \$ 50.00 per lot beginning in the year of the first conveyance by the Developer to any person, firm or corporation. Thereafter the annual assessment shall be due on the 1st day of January of each year after such initial conveyance is made. The annual assessment, together with interest, cost and reasonable attorney's fees shall be charged on the land and shall be a continuing lien upon the property on which such assessment is made. Each assessment together with the interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time the assessment was due. The person

obligated for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the "Deed of such lot."

- (e) The purpose of the assessments levied by the Association shall be exclusively to promote the recreation, health, safety and welfare of the residents of the development and for the improvements and maintenance of the Common Areas, including: the subdivision entrance or entrances, signage, landscaping and lighting along the roadways. The Association will also be responsible for any taxes or assessments imposed upon the common grounds. In addition, Woodford Farms Homeowners' Association shall also be required to carry liability insurance on common areas and indemnify individual lot owners.
- (f) The Homeowners' Association, by vote of the majority of the members of said Association, may increase or decrease the annual assessment.
- (g) Effect of nonpayment of assessments: Remedies of the Association: any assessments not paid within thirty (30) days after the due date shall be charged interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action of law against the owners primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such lot.
- (h) Subordination of the lien and mortgages: The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.
- (i) Exempt property: All properties dedicated to and accepted by a local public authority, the Common Areas, and all properties owned by the Developer shall be exempt from the assessment created herein, except no land improvements devoted to dwelling use shall be exempt from said assessments.
- (j) The Developer shall call the first meeting of the Homeowners' session by giving thirty (30) day written notice to all members. Such meeting shall be held not later than six (6) months after the sale of the first lot within the subdivision to a third party not affiliated or related to Developer in any manner.
- (k) Notice and quorum for any action: Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) not more than (60) days in advance of the meeting. At the first meeting called, the presence of the members or all proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. A required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. A majority vote of the quorum shall be required to take any action.

(l) Directors and incorporation: The Association may take the action of appointing a Board of Directors at act on behalf of the Association, and set forth the by-laws to guide the Association and/or its Directors.

(m) Owners' easement and right of enjoyment: Every owner shall have the right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to, and shall pass with, the title to every lot subject to the following provision: The right of the Association to dedicate or transfer a Common Area shall not be effective unless an instrument of agreement to such dedication or transfer is signed by two-thirds (2/3) of the members and has been recorded.

IN WITNESS WHEREOF, Steve Thieneman, Member of Thieneman Development LLC has subscribed his name this 1st day of December 2006

Thieneman Development LLC

BY: Steve Thieneman
Member

STATE OF INDIANA

: SS
COUNTY OF Clark

Before me, a Notary Public in and for said County and State personally appeared Steve Thieneman, Member of Thieneman Development, LLC., and acknowledged the execution of the fore going Restrictions as their free and voluntary act and deed for the uses and purposes expressed therein.

WITNESS my hand and seal, this 1st day of Dec. 2006

Melissa Love Crawford
Notary Public

Melissa Love Crawford
Printed Name

My Commission Expires 7-18-09

County of Residence Clark

THIS INSTRUMENT PREPARED BY:
Thieneman Development LLC

"I affirm, under the penalties for perjury,
that I have taken reasonable care to redact
each Social Security number in this
document, unless required by law."
Name: Steve Thieneman