

ENTERED FOR RECORD

BOOK 113 OCT 22 1987 PAGE 558

15347

BOOK 113 PAGE 55

Cornelius S. Moyalaw
HENDRICKS COUNTY RECORDER

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS.
NORTHRIDGE SECTION 10

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS made this 20th day of
October, 1987, by SANDERS BUILDING & CONTRACTING
CO., INC., hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, Declarant is the sole owner except for two (2)
lots of certain property located in Hendricks County, Indiana,
and described as follows:

All the part of the Southwest Quarter of the Southeast
Quarter of Section 3, Township 16 North, Range 1 East in
Lincoln Township, Hendricks County, Indiana, lying North
of the North line of the Consolidated Traction Company
estimated to contain 31.25 acres, more or less;

and,

WHEREAS, the foregoing real property has been platted and
subdivided and is now known as Northridge, Section 10, a
subdivision in Brownsburg, Hendricks County, Indiana, as per
plat thereof recorded September 4, 1987, in Plat Book 12,
pages 86, 87, and 88, in the office of the Recorder of
Hendricks County, Indiana; and,

WHEREAS, William E. Smith III and Cynthia K. Smith,
Husband and Wife, purchased on September 4, 1987, and are now
owners of record of Lots 200 and 201 in Northridge, Section

®

CHICAGO TITLE

10, the only portion of the real estate described above not owned by Declarant; and,

WHEREAS, the owners of record of all the real property above wish to, and agree to, amend in two (2) respects the Declaration of Covenants, Conditions, and Restrictions which were recorded September 4, 1987, at Book 112, pages 760-767, in the Office of the Recorder of Hendricks County, Indiana.

NOW, THEREFORE, Declarant, and William E. Smith III and Cynthia K. Smith, Husband and Wife, for and in consideration of the premises and the amendments contained herein, do hereby impose upon the said real property the following amendments to the protective covenants, conditions, and restrictions previously recorded:

1. Section II of said Declaration of Covenants, Conditions, and Restrictions entitled Land Use and Building Type recorded September 4, 1987, in book 112, pages 760-767, in the Office of the Recorder of Hendricks County, Indiana, is hereby declared null and void and replaced and superseded by the following Section II as entitled:

II

LAND USE AND BUILDING TYPE

The Lots shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family dwelling, and attached private garage. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain 2200 square feet minimum amount of finished

CHICAGO TITLE

interior ground floor living area (exclusive of basements, porches, decks, patios, and garages). Ground floor living area shall include living area in upper levels. No vinyl or aluminum siding shall be used on the exterior of any residence.

2. In all other respects the declaration of Covenants, Conditions, and Restrictions as originally recorded shall remain in full force and effect except as amended in paragraph 1 above.

"DECLARANT"

SANDERS BUILDING & CONTRACTING CO., INC.

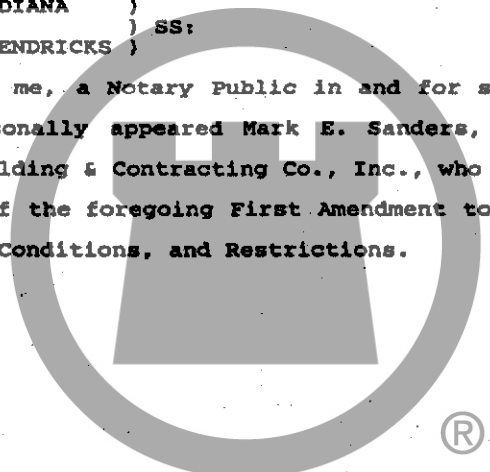
By [Signature]
Mark E. Sanders, President

[Signature]
William E. Smith III

[Signature]
Cynthia K. Smith

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

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



®

CHICAGO TITLE

1
ENTERED FOR RECORD

BOOK *112* *Sept 4, 1987* *11133*
Page *760-7*

Donald R. Moyer
RECORDER HENDRICKS COUNTY

13313

BOOK *112* PAGE *760*

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this *4th* day of *August*, 1987, by SANDERS BUILDING & CONTRACTING CO., INC., hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real property located in Hendricks County, Indiana, and described as follows:

All the part of the Southwest Quarter of the Southeast Quarter of Section 3, Township 16 North, Range 1 East in Lincoln Township, Hendricks County, Indiana, lying North of the North line of the Consolidated Traction Company, estimated to contain 31.25 acres, more or less.

AND, WHEREAS, the Declarant desires that a dignified high-quality residential community be developed and maintained on the said property, that all site planning, building and landscaping be attractive and harmonious with the surroundings and that the peaceful character of the property be protected; and, to these ends, desires to subject the property to the covenants, conditions, and restrictions hereinafter set forth, it being intended that such covenants, conditions, and restrictions shall run with the land and shall be binding upon all persons and entities having or acquiring any right, title, or interest in any portion of the said property, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby impose upon the said real property the following protective covenants, conditions, and restrictions:

I.

DEFINITIONS

As used herein:

1. The word "Lot" shall mean any of the lots located within the above-described property; and
2. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, dish antennas, exterior lighting, or other item constructed on a Lot, and all additions or alterations to any of the foregoing.

II

LAND USE AND BUILDING TYPE

The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, and attached private garage. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain 1800 square feet minimum amount of finished interior ground floor living area (exclusive of basements, porches, decks, patios, and garages). Ground floor living area shall include living area in upper levels.

III

PARTIAL CONSTRUCTION; COMPLETION OF CONSTRUCTION

No foundation or basement of a building shall be constructed on any Lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. The construction of a building, once begun, must be completed (including, without limitation, all landscaping and exterior painting) within 180 days after its commencement. No dwelling shall be occupied until it is completed.



STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS

With respect to construction of improvements on any Lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.

V

APPROVAL OF PLANS AND SPECIFICATIONS BY ENVIRONMENTAL COMMITTEE

No structure shall be erected, placed, or (externally) altered on any Lot until the plans and specifications therefore (including elevations, materials, colors, textures, landscaping, and a site plan showing the location of the structure with grading modifications) shall have been filed with the Environmental Committee, and approved in writing by such Committee as to: quality of material, harmony of landscaping and no duplication of adjacent external design, colors, and finishes with existing structures and the surroundings; location with respect to topography and finish grade elevation; protection of existing trees; and conformity with the requirements and intent of this Declaration. The Environmental Committee shall be entitled to retain permanently the submitted copy of such plans and specifications, and all work shall be accomplished in conformity therewith. If, forty-five(45) days after submission of all such plans and specifications, the Environmental Committee shall have failed to issue a written approval or disapproval of the plans as submitted then said plans shall be deemed approved by the Environmental Committee without further action.

VI

TEMPORARY STRUCTURES, BOATS, AND TRAILERS

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, privy, or satellite dish, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any Lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a Lot if it is enclosed in a garage, in a manner approved in writing by the Environmental Committee.

VII

BOOK 112 PAGE 763

NUISANCES

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any Lot, which may be or become a nuisance to a neighboring owner or resident.

VIII

USE OF LOTS

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

IX

ANIMALS, LIVESTOCK, AND POULTRY

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any Lot for commercial or any other purposes.

X

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any Lot, except as follows:

1. During construction of a dwelling, one non-illuminated sign, not exceeding three feet by four feet in dimension, may be displayed on a Lot for the identification of the builder.

2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a Lot.

XI

SUBDIVISION OF LOTS PROHIBITED

No Lot shall be further divided or resubdivided. Alteration of boundary lines between Lots may be accomplished with the prior written consent of the Environmental Committee and in conformity with applicable ordinances and requirements of Brownsburg, Indiana.



XII

BOOK 112 PAGE 764

REMOVAL OF MATERIAL FROM LOT,
CHANGE OF NATURAL CONTOUR OF LOT,
CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES AND APRONS

Except for necessary excavation and grading in connection with construction (in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Environmental Committee. No owner of a Lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his Lot, without the prior written consent of the Environmental Committee. Construction of driveway entrances and aprons shall be the responsibility of the Lot owner, and such construction shall not interfere with surface water drainage on or onto the road.

XIII

MAINTENANCE OF LOT AND PROTECTION OF ADJACENT
PROPERTY DURING CONSTRUCTION

Each Lot owner shall protect the streets and street shoulders from damage related to construction activities with respect to his Lot, and agrees to keep the streets and driveways clear of equipment and building materials. In connection with any construction, the Lot owner shall take appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The streets within the subdivision shall be cleaned by the Lot owner whenever construction activity on his Lot results in a significant accumulation of dirt or debris, and if the Lot owner should fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the Lot owner. The foregoing shall in no way create an obligation on Declarant to clean the streets under any circumstances.

XIV

GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, construction debris, or trash of any other kind, shall be permitted on any Lot.

XV

CONTROL OF DOGS

BOOK 112 PAGE 765

All dogs shall be confined and kept quiet after 9:00 P. M. and before 8:00 A. M. Dogs shall be confined or securely restrained and leashed at all times.

XVI

USE OF SAWS, MOWERS, AND EQUIPMENT BY LOT OWNERS

The use of chain saws, lawn mowers, and other noisy equipment out of doors before 12:00 noon on Sundays shall be kept to a reasonable minimum.

XVII

LANDSCAPING

No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

XVIII

USE OF OUTSIDE CLOTHESLINES

No clothing, laundry, or wash shall be aired or dried on any portion of any Lot visible from the road or from another Lot.

XIX

FENCES

No fences of any kind may be erected or constructed on any portion of any Lot except fences for swimming pools; provided that such fences shall comply with all Brownsburg ordinances and shall be approved by the Environmental Committee.

XX

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of a person or persons chosen by Declarant until such time as all Lots are sold by Declarant to third parties, at which time the Environmental Committee shall consist of seven (7) persons from

®

-6-

CHICAGO TITLE

765

among then existing Lot owners chosen by Declarant. In the event of a vacancy in membership on the Committee, the remaining members shall name a replacement from among the then existing Lot owners. After all Lots are sold by the Declarant, only Lot owners may be owners of the Environmental Committee. Wherever consent, approval, or other action of the Environmental Committee is required under any provision of this Declaration, such requirement shall be deemed satisfied if, sixty (60) days after proper and complete presentation of the matter to such Committee, it shall have failed to issue its decision in writing. Voting on Committee matters may be done in person or by proxy (provided the proxy is in writing and notarized.)

XXI

ENFORCEMENT

Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceedings may be either to restrain such violation or to recover damages or both; and such proceedings may be brought or prosecuted by the Declarant, its successors or assigns, or by any person or persons owning any Lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarant or its successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

XXII

SEVERABILITY

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

XXIII

EXCLUSIONS BOOK 112 PAGE 76

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and construction equipment to enter and remain on the street or on the Lot being improved, or from storing materials and supplies on such Lot, all to the extent reasonably necessary to facilitate such construction.

XXIV

DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot, his legal representatives, heirs, successors, and assigns.

These covenants and restrictions may at any time be amended or revoked by an instrument signed by the owners of all Lots.

"DECLARANT"

SANDERS BUILDING & CONTRACTING CO., INC.

By 
Mark E. Sanders, President

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

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

Witness my hand and Notarial Seal this 6th day of August, 1987.


Pamela K. Lach, Notary Public

My Commission Expires:
12-21-87

County of Residence: Hendricks

This instrument was prepared by Charles E. Hosterter, Attorney at Law, 41 Boulevard Motif, Brownsburg, IN 46112.

CHICAGO TITLE