

D-302C

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKVILLE, SECTION**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKVILLE, SECTION Three** ("Declaration"), made this day of \_\_\_\_\_ BY REAINCO DEVELOPMENT CORPORATION, an Indiana Corporation (hereinafter referred to as ("Declarant")),

**WITNESSETH THAT:**

Reainco Development, Corp. and

**WHEREAS**, Declarant Oakville Development, Inc. is the owner of certain real estate located in Johnson County, Indiana, more particularly described herein ("Real Estate"); and

**WHEREAS**, Declarant intends to sell and convey the residential facilities and Lots within Oakville and desires to subject the Real Estate to certain covenants, conditions, and restrictions ("Covenants") in order to ensure that the development and use of the various Lots on the Real estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate; and

**NOW, THEREFORE**, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

**ARTICLE I.**

**General Purpose of This Declaration**

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive structures and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate and so as to meet the requirements of certain governmental agencies, all for the purpose of preserving the values of all Lots within Oakville, Section Three and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Oakville, Section Three

**ARTICLE II.**

**General Restrictions**

**SECTION 1. FIELD TILE.** Any field tile or underground drainage which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of Lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

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## ARTICLE II.

### General Restrictions

**SECTION 1. FIELD TILE.** Any field tile or underground drainage which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of Lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

**SECTION 2. DRAINAGE SWALES.** Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Whiteland Planning Commission. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Planning Commission.

**SECTION 3. MAINTAINING DRAINAGE SWALES.** Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage, after which time if no action is taken, the Planning Commission will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property. The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall, to the extent not maintained by THE TOWN OF WHITELAND include but shall not be limited to, the maintenance of all inlet pipes, open ditches, pipes and swales. The costs and expenses of such maintenance which is not provided by the THE TOWN OF WHITELAND Board of the storm drainage system shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains and other drains serving individual residences on lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the subdivision.

**SECTION 4. DRAINAGE AND UTILITY EASEMENT.** Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities reasonably and conveniently required. Such as lines, ducts, gas or water mains or sewer mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or

maintained within such areas. Maintenance of the easement area is the responsibility of the owner.

**SECTION 5. MAINTENANCE OF PREMISES.** In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All lot owners, for the good of the community, will maintain their lots in good condition to the curb line of the street.

**SECTION 6. RESIDENTIAL PURPOSE.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any Lot other than a dwelling not to exceed two (2) stories in height. A dwelling shall have an attached garage of a size to accommodate at least two (2) cars width.

**SECTION 7. EXTERIOR.** The exterior facing of dwellings placed on lots in Oakville shall be comprised of twenty-five percent (25%) masonry. Only comparable wood or horizontal vinyl will be permitted in conjunction with masonry for the exterior face of any building.

**SECTION 8. INOPERATIVE PARKED VEHICLES.** At no time shall any unlicensed or inoperative vehicle be permitted on any Lot, Common Area, street or easement unless kept entirely within a garage.

**SECTION 9. TRUCKS, BOATS, RECREATIONAL VEHICLES.** No semi-truck, trailer, boat or trailer, mobile home, or recreational vehicle, or any similar equipment shall be permitted to be kept on any Lot unless kept entirely within a garage.

**SECTION 10. NUISANCES.** No noxious, obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This provision may be construed to prohibit extremely audible music or activities.

**SECTION 11. OUTDOOR STORAGE.** No large machinery or equipment shall be permitted to be kept or stored on any lot except within the dwelling.

**SECTION 12. SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one (1) professionally manufactured sign of not more than ten square feet advertising the property for sale or rent.

**SECTION 13. MINING OPERATIONS.** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derricks, towers, wells, tanks, tunnels, mineral extraction structures, or other structures shall be erected, maintained or permitted upon any Lot.

**SECTION 14. ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they 1) are not bred, kept or maintained for any commercial purpose, 2) they are housed within the dwelling or a fenced in area and the area is kept cleaned, 3) they do not become a nuisance to other owners and 4) they be leashed upon leaving Owner's property.

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**SECTION 12. SIGNS.** No sign of any kind shall be displayed to the public view on any lot, except one (1) professionally manufactured sign of not more than four square feet advertising the property for sale or rent.

**SECTION 13. MINING OPERATIONS.** No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**SECTION 14. ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they 1) are not bred, kept or maintained for any commercial purpose, 2) they are housed within the dwelling or a fenced in area and the area is kept cleaned, 3) they do not become a nuisance to other Owners and 4) they be leashed upon leaving Owner's property.

**SECTION 15. RUBBISH, TRASH AND GARBAGE.** Rubbish, trash, garbage or any other waste shall not be allowed to be piled, accumulated or dumped on any Lot. Garbage and trash shall be kept in appropriate containers which are not visible from the street, except on collection day.

**SECTION 16. CORNER LOT.** No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between two and one-half (2 1/2) and twelve (12) feet above the street, shall be permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

The same sightline limitations shall apply to any Lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line. No driveway shall be located within 40 feet of the intersection of two street centerlines or within 70 feet for corner lots.

**SECTION 17. SETBACK.** Buildings shall be setback from front, rear and sidelines of all Lots in order to establish open areas designated as front, rear and side yards. The minimum set backs for such purposes shall be as follows:

**A. FRONT YARD.** The minimum front building line shall be thirty-three (33) feet (Section 1 only). The minimum front building line shall be forty (40) feet or 20% of depth of Lot, whichever is more (Section 2 and 3).

**B. SIDE YARD.**

- (1) Twelve (12) feet minimum on each side, except corner Lots where the side yard set back on the side street shall be the same as front yard set back.
- (2) Accessory building located in rear yard may not be located within twelve (12) feet of the side yard line.

**C. REAR YARD.**

- (1) Normally 25% of the Lots, minimum required 30 feet
- (2) Accessory buildings may not be located closer than six (6) feet of the rear Lot line.

**SECTION 18. MINIMUM LIVING SPACE.** The minimum footage of living space of dwellings within Oakville, Section I, II, and III, **V** exclusive of porches, garages or basements shall be no less than:

- (a) 1,200 square feet for single story dwellings; and
- (b) 750 square feet for the ground floor of two-story dwellings, and a total area of not less than 1,500 square feet.

**SECTION 19. OUTBUILDINGS.** No outbuildings of any kind, detached garages, sheds, shacks or tents shall be maintained on any Lot, except a 10' X 16' storage building. An accessory building located in rear yard may not be located within twelve (12) feet of the side yard line and may not be located closer than six (6) feet of the rear lot line. The style, type and location shall be determined by the Architectural Control Committee (ACC). The appearance of the building shall be compatible with the dominant structure.

**SECTION 20. DRIVEWAYS AND CARPORTS.** All driveways must be paved with concrete or asphalt. The driveway must not exceed the width of the garage. No carports are permitted.

**SECTION 21. COMMUNICATION DEVICES.** Satellite dishes, free standing antennas, or any other such visible communication receiving or transmitting devices are prohibited, excepting antennas attached to the dwelling which do not rise above the peak of the roof. A DDS (Direct Satellite System) disc not exceeding 18" in diameter is permitted. This disc must be mounted on the dwelling. All power and telephone lines are to be underground.

**SECTION 22. MAIL BOXES.** All mailboxes in Oakville, Section Three shall be uniform in appearance. The style, type and location shall be determined by the Architectural Control Committee (ACC).

**SECTION 23. LANDSCAPING** One (1) two-inch (2") caliper tree will be planted on each Lot of street frontage from the approved list. Corner lots will have at least two trees planted. At least four (4) shrubs will be planted at the front of the house from the approved list of shrubs.

**SECTION 24. SIDEWALKS** Builder must construct a four foot (4") concrete sidewalk on each lot as per the approved construction plan of Oakville, Section Three

**SECTION 25. REPAIRS.** All owners and their builder and/or contractors shall be responsible for and repair or restore any damage during construction whether or not inadvertent or unavoidable including but not limited to curbs, sidewalks, gutters, street, storm drainage area, utilities or other improvement.

**SECTION 26. WELLS AND SEPTIC TANKS.** No water wells shall be drilled on any Lot. Septic tanks shall be prohibited.

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**SECTION 26. WELLS AND SEPTIC TANKS.** No water wells shall be drilled on any Lot. Septic tanks shall be prohibited.

**SECTION 27. SWIMMING POOLS.** Above-ground pools are prohibited. Only in-ground pools with concrete patios are permitted. The style, type and location must be approved by the Architectural Control Committee (ACC).

**SECTION 28. CONSTRUCTION, EARTH-MOVING, EXCAVATION.** No construction, significant earth-moving, or excavation work of any nature may be conducted on any Lot. No construction shacks or outhouses shall be erected or situated on any lot herein. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after ten (10) days notice thereof to the owner of the respective Lot, the Developer may cause the site to be cleaned and may assess such charges specifically against the owner thereof.

**SECTION 29. FENCES, WALLS, BARRIERS, POOLS.** All fences, walls, barriers, pools or like structures must be approved in writing by the Architectural Control Committee prior to their construction. No such structures shall exceed six feet (6') in height. No such structure shall be placed closer to the front Lot line than the front building setback line. No fences of any kind will be allowed in certain areas of Oakville, Section Three

A building permit is required.

**SECTION 30. PROSECUTION OF VIOLATIONS.** It shall be lawful for the Homeowners Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, conditions, provisions, or restrictions contained herein either to prevent such person or persons from doing do, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall

be the financial responsibility of the lot owner or owners found to be in violation.

**SECTION 31. COMPLETION OF CONSTRUCTION.** All construction commenced on any lot within the development shall be completed within one hundred eighty (180) days, unless circumstances beyond the reasonable control of the builder and/or owner prevent completion. The undersigned and/or Homeowners Association shall have standing authority to seek an injunction or order for the removal of any materials and partially completed structures in violation of this covenant.

### ARTICLE III

#### Common Areas

There are portions of ground marked "Common Areas" on the within plat which, upon final construction or provision therefor, shall be conveyed by the Developer to the Homeowners Association. All Common Areas, including additional Common Areas at the Developer's option, shall be subject to the applicable covenants and restrictions contained in the Declaration.

There shall be a Homeowners Association in Oakville with annual dues which shall be assessed to each lot owner. Duties of the Homeowners Association shall be explained in the Bylaws.

### ARTICLE IV

#### Lakes Covenants and Restrictions

**SECTION 1.** The lakes shown on the Plat (hereinafter "Lakes") shall be included as Restricted Areas as referenced herein, to be maintained and controlled by the Homeowner whose property is adjacent to the Lake Area.

**SECTION 2.** Primary responsibility of the lake bed and associated drainage structure and the proper operation of the entire subdivision drainage and retention system is vested in the Oakville Homeowners Association. However, the lake bank and drainage easement areas shall be maintained, mowed and neatly kept by the Homeowner whose lot is adjacent to the lake bank and the easement area.

**SECTION 3.** The Lake may be used only by the Homeowners whose property is adjacent to the Lake Area.

**ARTICLE V**

Oakville, Section Three

Architectural Control Committee

**SECTION 1. APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE.**

Declarant shall appoint an Architectural Control Committee to be composed of two (2) members at the discretion of the developer.

**SECTION 2. CONSTRUCTION APPROVALS.**

No construction of any building or structure of any kind, including additions, alterations, fences, screens and walls shall begin within Oakville, Section Three until the plans and specifications, locations and plot plan thereof, in detail and to scale have been submitted to and approved by the Architectural Control Committee. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory codes, including those relating to building, plumbing, and electrical requirements, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any reason, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. Declarant shall not be responsible for any defects in such plans or specifications, or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Architectural Control Committee. The required landscaping and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

**SECTION 3. DUTIES OF COMMITTEE.**

The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

**SECTION 4. LIABILITY OF COMMITTEE.**

Neither the Committee nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

**SECTION 5. INSPECTION.**

The Committee or its agent may inspect work being performed to assure compliance with the approved plans and this Declaration.




**SECTION 6. COVENANTS RUN WITH THE LAND.** The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof, is hereby dedicated to the public and reserved to the several owners of the several Lots in this subdivision and to their heirs and assigns.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming them until January 1, 2020, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the Lots, it is agreed to change such covenants and restrictions in whole or in part.

Invalidation of any one of these covenants or restrictions by judgment on a Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

**SECTION 7. ENFORCEMENT OF COVENANTS.** Covenants may be enforced by the Oakville Homeowners Association, the lot owners therein, Declarant or Declarant's Assignee.

IN WITNESS WHEREOF, Amarjeet S. Luthra has caused the execution of the foregoing covenants on this 17<sup>th</sup> day of July, 2000.

  
Amarjeet S. Luthra, President  
Reainco Development, Corp. and  
Oakville Development, Inc.

STATE OF INDIANA )  
COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State, personally appeared **AMARJEET S. LUTHRA, PRESIDENT** of Reainco Development, Inc., **AN INDIANA CORPORATION**, who acknowledged the execution of the above and foregoing certificate as his voluntary act and deed for the use and purposes therein expressed.

WITNESS MY HAND and Notarial Seal this 17<sup>th</sup> day of July, 2000.

  
Notary Public: Cynthia A. Forsley

County of Residence: Marion  
Commission Expires: 4/13/01

This Document Prepared by Amarjeet S. Luthra