

no Assoc  
as of 12/8/03

200300010166  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
03-10-2003 At 03:36 pm.  
COVENANTS 45.00  
OR Book 404 Page 1859 - 1876

**COVENANTS AND RESTRICTIONS  
FOR  
STRATFORD RIDGE SUBDIVISION  
DANVILLE, INDIANA  
HENDRICKS COUNTY**

1. This subdivision shall be known and designated as Stratford Ridge subdivision, located in Danville, Hendricks County, Indiana. The Stratford Development Corporation, hereinafter the "Developer" by this indenture and those easements and restrictive covenants entered for the record in PC 3/68/2 (Phase 1 Section 1) and PC 2/93-1AB (Phase 2 Section 1) in the office of the Recorder of Hendricks County, Indiana, restricts and covenants the lots and other areas within the boundary of Stratford Ridge, Phase I, Section I and Phase II Section I, to itself and its grantees, assigns, successors, banks, and associations and /or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, restrictions and covenants which shall apply to all said lots platted and recorded as Phase I, Section I and Phase II Section I.

1. Definitions.

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Stratford Development Corporation or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined.

1872

**B. “Owner” shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.**

**C. “Association” shall mean the STRATFORD RIDGE PROPERTY OWNERS ASSOCIATION as created by the Developer.**

**D. “Contiguous Owners Association” shall mean Stratford Ridge Contiguous-to-the-Lakes Association as created by the Developer.**

**E. “Developer” shall mean Stratford Development Corporation or their assigns.**

**F. “Plat” of “Plats” shall mean the subdivision plat or plats for Stratford Ridge.**

**G. “Development” shall mean and refer to the residential development known as Stratford Ridge, which now exists or may hereafter be created within the real estate described as and being the same as shall be subdivided by plat or plats.**

**H. “Development Period” shall mean and refer to the period of time during which Developer owns any one (1) lot within the Development.**

**I. “Easements” shall mean and refer to certain “Drainage Easements”, “Utility and Drainage Easements”, “Maintenance Easements” and “Landscaping Easements”, which are referenced on the Plat.**

**J. “Lot” shall mean any numbered parcel or real estate shown and identified as a lot on the Plat.**

**K. “Common Areas” and “Lake Areas” shall mean those areas on the plat or plats marked as such or those areas other than**

**lots. The Lake Areas and Common Areas are hereby created and reserved:**

- 1. solely for the common visual and aesthetic enjoyment of the Owners;**
- 2. for the use of the Danville Conservation Club Lake for owners of lots 55, 56, 57, 59, 60, 61, 62, 72, 73, 74, 140, and 141 as described in the "Agreement Creating Restrictive Covenants For Stratford Ridge Owners And Agreement For Joint Lake Use By Certain Lot Owners In Stratford Ridge And The Danville Conservation Club, Inc.;" Lot numbers for the above may change upon final platting of remaining property.**
- 3. for use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways, and nature areas, if any;**
- 4. for the use as retention and detention ponds or lakes, entryways and nature areas, if any;**
- 5. for the use of the Association for the management control of retention and detention ponds or lakes, entryways, and nature areas and parklands and the installation, maintenance and repair of improvements thereto.**

**These areas shall be governed by the Stratford Ridge Property Owners Association and Stratford Ridge Contiguous-to-the-Lakes Association. These areas shall be conveyed to the respective Association or Contiguous Owners Association, and shall be accepted by such at such time as deemed necessary by Developer.**

- 2. LAND USE AND BUILDING TYPE: No lot shall be used except for single family residential purposes. The subdivision of a lot is prohibited unless said division creates one building site on two lots or two building sites on three adjoining lots, which building sites comply with the Town of Danville zoning and subdivision regulations and these covenants. Where a lot is subdivided, or where an owner acquires adjoining lots for the above**

stated purpose, the owner shall notify the developer and the developer's engineering purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed three stories, plus basement, in height. Residences on all lots shall have, at minimum, attached two-car garages and at a maximum, attached three-car garage. A garage exceeding the maximum three car area will require written approval from the Architectural Committee representing Stratford Ridge Development. Exterior of dwelling shall be at a minimum 70% brick or stone veneer and must be distributed on all sides of the residence and attached garage. All foundations and basement wall must be covered with brick or stone veneer (exposed block or poured concrete shall be prohibited.) Vinyl and or aluminum siding is prohibited excepting guttering, downspouts, and soffit materials. Siding other than said brick or stone shall be of wood or wood composition. All residences must be on either crawl space or basement with a minimum of 8:12 roof pitch or combination of roof pitches as approved by the Architectural Committee. The ground floor area of the main structure of any one story residence, excluding garages and porches, shall not be less than 1,800 square feet and no less than 2,000 square feet on a two story residence, excluding garages and porches. A residence with a "bonus room" on a second story level will be considered a two story residence and shall meet all the above requirements for a two-story dwelling. (Determination of sufficiency and adequacy of the term "living area of main floor" with respect to dwellings of bi-level, tri-level, and one-and-one-half story design shall rest exclusively with the Architectural Committee.)

3. **BUILDING LINE:** Front yard set back lines and side yard set back lines on corner lots are to be shown on recorded plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained. Side yard set back lines on all other lots shall be in accordance with local ordinances. For the purpose of these covenants and restrictions, eaves, steps, and open porches which may include a screened porch, shall not be considered a part of the building. However, this shall not be construed to permit any portion of building on a lot to encroach upon another lot.
4. **TEMPORARY AND OTHER STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or kennel shall be constructed on any lot. A utility building or other accessory building will not be allowed on any lot except one gazebo type structure

and must be approved by the Architectural Committee.

5. **FENCES:** All fences, including material and height, require committee approval before erection. No fence shall extend forward of the furthest back corner of the residence. Fences, walls, hedges, or shrub plantings which would in any way serve the purpose of a fence, shall not be erected until approved, in writing, by the Architectural Committee. No fence exceeding five (6) feet in height will be approved. Galvanized and vinyl-coated link type fencing is prohibited. Swimming pools shall be properly fenced to protect the safety of others as required in Section numbered five (5). Fences in easements are erected at owner's risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the easements have been reserved.
6. **CLOTHES LINES:** Collapsible and removable clothes lines will be permitted by the committee, but, permanent clothes lines will not be approved by the committee.
7. **SWIMMING POOLS AND OTHER ACCESSORIES:** No swimming pools, where the water level is either partially or completely above the natural ground level shall be permitted. Any in-ground swimming pool shall be properly fenced or covered with an electric cover to protect the safety of others. Before construction, such fence shall receive committee approval. Other accessories such as satellite discs larger than 18 inches in diameter, solar panels, or radio antennas that extend more than 5 feet above the uppermost height of the roof are prohibited on any lot. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period only.
8. **ARCHITECTURAL APPROVAL:** No home construction, wall, fence, or any other structure shall be erected, placed, or altered in this subdivision until the location plan, building plans, and specifications have been submitted to, and approved by, the Architectural Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing in the subdivision. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that said written approval is not received from the Committee within twenty working days from date of submission it shall be deemed that the Committee has approved the presented plan.

9. **ARCHITECTURAL COMMITTEE:** The Architectural Committee shall be composed of three members appointed by the Directors of the Stratford Development Corporation. Said committee membership shall be made known to original lot purchasers at time of sale. Once the Stratford Development Corporation has no ownership or has no interest in Stratford Ridge, the Board of Directors of the Stratford Development Corporation shall have the authority to appoint its successor Architectural Committee. Covenants for the maintenance assessments through Stratford Ridge Property Owners Association are as follows :

**A. Creation of the Lien and Personal Obligation of Assessments:** The Developer, being the owner of Stratford Ridge subdivision hereby covenants each subsequent owner of all Lots, by acceptance of a deed to agree to pay to the Association: (1) Annual assessments of charges: (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge of the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**B. Purposes of Assessments:** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under the Agreement Creating Restrictive Covenants For Stratford Ridge Owners And Agreement For Joint Lake Use By Certain Lot Owners In Stratford Ridge And The Danville Conservation Club, Inc.

**C. Basis and Amount of Annual Assessments:** The original assessment pursuant to the Covenants of Stratford Ridge shall be in the amount of (75.00) seventy-five dollars per each lot sold by the Devel-

**oper, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of Stratford Ridge Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from the Developer for any lots owned by them or other otherwise.**

**D. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, it's representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction reconstruction, unexpected repair or replacement or capital improvements. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.**

**E. Changes in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.**

**F. Quorum for Any Action Authorized under Section D and E: The quorum required for any action authorized by Section D and E hereof shall be as follows: At the first meeting called as provided in Section D and E hereof, the presence at the meeting of the members or of the proxies entitled to cast sixty (60) percent of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the re-**

quired quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, providing that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**G. Date of Commencement of Annual Assessments: Due Dates,** The initial annual assessments, provided for herein, shall commence as determined by the Property Owners Association. The Assessment for each succeeding year shall become due and payable on the first day of March of each year commencing March 1, after the formation of the Property Owners Association. No adjustments or pro-rations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. the due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment. The Stratford Development Corporation shall not be assessed any dues or fees on any properties titled to the Corporation or it's officers.

**H. Duties of the Board of Directors:** The management, affairs and policies of the Association shall be vested in the Board of Directors The Board of Directors of the Association shall prepare a roster of properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand in writing furnish to any owner liable for said assessment a certificate in writing signed by and officer of the Association, setting forth whether said assessment has been paid.

**I. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association:** If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.



**If the assessment is not paid in thirty (30) days after the delinquency date, a penalty fee not to exceed 10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall to such assessment, delinquent fee and interest the cost of preparing and filing a complaint in such action; and in the event of Judgement, such judgement shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.**

**J. Subordination of the Lien to Mortgages: The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.**

**K. Exempt Property: The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been required by the Developer.**

**Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.**

**L. Voting, Board and Developer:** Each owner of a lot in the Development of Stratford Ridge shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than three (3) or more than nine (9) members and which shall assume their duties upon the termination of the Initial Board of Directors which consists of three (3) members of Stratford Development Corporation. This Initial Board shall serve until the sale of sixty per cent (60%) of the Development occurs.

10. **DITCHES AND SWALES:** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide permission for the installation of such culverts upon said Lot as may be reasonable and necessary to accomplish the purposes of this subsection. In the event that added installation is a result of the construction of the residence and the fall of the lot is changed by the Owner, it shall be the financial responsibility of the Owner to correct the drainage flow as advised by the engineer of the subdivision.

11. **UTILITY AND DRAINAGE EASEMENTS:** "Utility Easements" as shown shall be reserved for the use of public utilities for installation of water, sewer, gas, tile, and for electric, phone, cable lines, poles ducts, pipes, etc. on, over, under, and to said easements for public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said is to be constructed. "Drainage Easements" reserved as drainage swales

are to be maintained by each and every lot owner such that the water from any adjacent lot shall have adequate drainage along such swale and cannot be blocked to prevent the flow of natural drainage, even if specified easement is not shown on plat. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restriction and maintenance assessments of drainage easements. No permanent, or other, structures are to be erected or maintained upon any easements shown upon plat and owners of lots shall take their titles sub-

ject to the rights of the above easement. Fences, trees, landscape shrubs, gardens, and so on erected on easements may be removed by easement holders at the lot owner's expense if deemed necessary for the proper operation and maintenance of the facilities for which the easements are reserved.

12. **LOT GRADING:** Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision. All grading and other activity which tends to disturb the earth surface will be done in strict compliance with applicable Erosion Control regulations. Each lot shall meet with said regulations at the time the developer titles a lot to the purchaser. It shall be the Owner's responsibility to see that such compliance is maintained. See Section numbered 10. of these restrictive covenants.
13. **MAINTENANCE OF LOTS AND IMPROVEMENTS:** Each lot owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. Garbage, trash and other waste materials shall be kept in odorless containers which shall be emptied no less than once a week by a refuse collection service of the lot owner's choice. Garbage containers shall be kept out of view from the street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. At least twice a month during the months of April through September, lot owner's or a designated representative shall mow the lot and trim near the curb, whether or not improved.
14. **IMPROVEMENTS IN LAKE OR LAKE AREA:** There shall be no fences, piers, decks or other structures or improvements made within the lake or lake area without approval of the Committee and or Association.
15. **STREET LIGHTS:** Developer may install lights at any intersection and may transfer said light and obligation to the Association.
16. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot.

17. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot.
18. **NUISANCES :** No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. This include, but is not limited to, the tearing down and rebuilding of vehicles.
19. **ANIMALS:** No animals, livestock, or poultry of any kind shall be housed, bred, or kept on any lot except family pets, which may be kept provided they are not to create or constitute a nuisance. Small animals, which are not family pets may be kept as 4-H projects, but, must be removed within 30 days after a 4-H show. Dog kennels or dog runs are not permitted in this subdivision. Should an animal be walked by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed, and disposed of immediately by the owner of said animal.
20. **STORAGE TANKS:** Oil, gas, or gasoline storage tanks shall either be buried or located within the house or garage area so they are completely concealed from out-side view. All storage tanks shall comply with the laws, rules, and regulations of the Indiana State Fire Marshal, the Environmental Protection Agency, and all other relevant governmental bodies.
21. **CONSTRUCTION TIME:** Unless delayed by court injunction, war, or an act of God, any residence, fence, pool, or other structure on any lot, once approved and under construction, must be completed one (1) year from the date construction starts, after which time the committee may, without notice, enter, take possession of said lot and sell the same together with improvements. After payment of liens and expenses, the balance of the sale proceeds shall be paid to the owner of the lot at the time of sale.
22. **LANDSCAPING:** The lot owner shall grade, seed and straw, or sod his lot along with all easements pertaining to his lot within sixty (60) days following completion of a house thereon, weather permitting.
23. **SIGNS:** This section does not apply to any sign or signs that may be erected on the entrance easement by the developer. The only signs that may be erected by lot owners in this subdivision are: Those required by law, a

single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner for no more than one week prior to the garage sale and shall be taken down the day the sale ends, a single sign placed by owner to advertise the property for sale or rent. No sign shall exceed nine (9) square feet in size unless approved by the committee.

24. **HUNTING AND TRAPPING:** Hunting and trapping of any kind are prohibited in this subdivision.
25. **VEHICLE REGULATIONS:** No vehicle larger than pickup trucks, disabled vehicles, unused vehicles, campers, motor homes, trailers, recreational vehicles, boats, motorcycles, or similar vehicles shall be parked or repaired on any road, street, private driveway, or lot in this subdivision unless kept within a garage. No vehicle of any kind shall park on any street or road in this subdivision excepting for a reasonable length of time. The committee shall determine what constitutes reasonable length of time.
26. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
27. **SIDEWALKS AND PRIVATE DRIVES:** All private drives shall be paved of concrete; sidewalks of concrete. Both must be installed according to local code and requirements and must be completed at time of construction and before occupancy weather permitting. It is the responsibility of the owner of the lot to install and maintain in good condition said sidewalk at the sides of all streets upon which his lot abuts. Sidewalks shall conform with the lines and grades established by the committee. Each owner shall be responsible for grading and finishing yard slopes, erosion control, and decorative landscaping as required by the committee. Concrete walks shall conform with the development plan for this subdivision on file in the office of the Hendricks County Planning Commission and

shall be placed on a four inch aggregate base.

28. **CRAWL SPACE, BASEMENT AND FOUNDATION DRAINS:** No crawl spaces, basements, eaves troughs, gutters, downspouts, or foundation perimeter drains shall be constructed to discharge water on the street. Crawl space drains, foundations drains, basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any subsurface drain become blocked, partially blocked, or damaged with resulting damage to another lot owner and or to the drainage system of any street, the owner causing said blocking and or damage shall be liable for all damages to the injured party or parties, the developer, town of Danville, or Hendricks County, and shall hold all contractors, engineers, developers, other lot owners, and said local entities harmless from liability therefrom. Check valves shall be installed in the discharge pipes connecting all storm or subsurface drains.
29. **ENTRANCE EASEMENT:** Entrance Easement shown on said plat is an easement reserved by the developer in favor of the committee, as defined on said plat, for landscaping, planting, and other beautification's and for the erection and maintenance of a facade, wall, or other structure or device designed to display the name of the subdivision.
30. **USE OF SANITARY SEWER EASEMENTS:** Public utility companies shall have the same rights to use sanitary sewer easements shown on the plat that are reserved for said companies in utility easements.
31. **STAKING:** The Developer of Stratford Ridge will set corner stakes one time. Wherever possible to be driven, corner stakes will consist of 3/4 inch metal about 30 inches long set so as to leave about one or more inches of metal protruding above ground unless a different type of monument appears on the recorded plat. Laths, with or without flags, driven beside metal stakes do not constitute corner stakes but serve only to signalize and identify corner stakes. Said corner stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots and shall be responsible for their preservation. Since restoration will be at the lot owner's expense, said owners should become familiar with stake locations and do all things necessary to maintain and protect them. Lot owners

may hire developer's engineer to replace stakes damaged or destroyed from any cause, or may engage any registered land surveyor to perform that work.

Accidental displacement of stakes and laths during the construction of public and private improvements, and intentional displacement due to vandalism, may cause conflicts between plat locations and staked locations of lot corners and lines. Stratford Development Corporation nor its engineers or surveyors, or engineers express or imply any warranty with regard to the correctness of disturbed stakes. Therefore, lot owners and their independent contractors, including their engineers and surveyors, together with utility companies who may install facilities according to stakes in place, shall recognize and act not only by the actual notice on the ground to which they are exposed, but also by the constructive notice afforded by the recorded plat of the subdivision. Before starting any excavation, building, or other improvement, they shall be responsible for comparing all linear and angular measurements between corner stakes found at the site with such dimension exhibited on said recorded plat. They shall correct at once any discrepancies discovered in the stakes.

32. **MUD CONTROL:** Prior, during, or after construction of any lot, the owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the streets or any area of Stratford Ridge, said owner or his agent shall line the lot side of any curb adjoining that lot with bales of straw, silt fencing, or erect any other barrier to block vehicles leaving the lot excepting at the driveway or on any public other appropriately-surfaced area. Should mud or other debris be distributed on any public street or other area of Stratford Ridge, as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or debris on the date of its placement. The committee may enforce this provision by any mechanism or procedure described in Section numbered 13. The owner further holds Stratford Development Corporation its agents, engineers, contractors, the town of Danville, and Hendricks County, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these restrictive covenants.

33. **MAILBOXES:** Stratford Development Corporation will furnish specifications to be located as directed by the committee. The owner or his contractor shall purchase and install said mailbox at the owner's expense. No other types of mailbox or mailbox post shall be erected or be permitted to remain at any lot unless approved by the Committee.
34. **ENFORCEMENT:** If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or to perform such other acts as may be reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The committee shall collect its cost thereof in any reasonable manner from the owner. Neither the committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any amount so assessed against any lot together with interest and other charges or costs as herein provided, become and remain a lien upon that lot subordinate only to the lien of a first mortgage previously recorded until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 19% per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due to the time legal action is instigated shall be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every lot owner in this subdivision, and any person who may acquire any interest in said lot, whether as an owner or otherwise, is hereby notified, and by such acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such



interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified the by the act of acquiring making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the committee all assessments that nated herein to the committee shall likewise be extended to any lot owner as a result of a violation of any covenant herein.

35. **TERM:** These covenants will 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 covenants are recorded, for successive ten (10) year periods, unless an instrument signed by a majority of the lots has been recorded agreeing to change said covenants in whole or in part.



CHICAGO TITLE

