

Shirley Noel
CLARK COUNTY RECORDER
Clark County Recorder
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Robert Lynn

**RESTRICTIONS AND PROTECTIVE COVENANTS
WILLOWS OF COVERED BRIDGE SUBDIVISION SECTION TWO
PLAT NO. 11, PAGE 17, of the CLARK COUNTY, INDIANA RECORDS**

The undersigned, Robert Lynn Company, Inc. being the Developer and the sole owner of all of the lots in Willows of Covered Bridge Subdivision, Plat No. _____, Page No. _____, of the Clark County, Indiana Records does hereby impose the following restrictions upon each lot within said Plat, and said restrictions are hereby declared to be covenants running with the land for the mutual benefit of all persons and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot within said subdivision.

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 one (1) single family dwelling designed for the occupancy of one (1) family (including any domestic servants living on the premises), not to exceed two and one-half (2 1/2) stories in height, and which shall contain a private attached garage for the sole use of the owner and occupants of said lot.

2. **APPROVAL OF CONSTRUCTION AND LANDSCAPING PLANS:** No permitted improvements shall be erected, placed, or altered on any lot until the construction plans and building specifications and an elevation plan showing the following: a) grade elevation (including rear, front and side elevations); b) location of the structure, fence, wall or improvements on said lot; c) the type of exterior material, including, but not limited to roofing materials, and including the delivery of a sample of any building material, if requested; d) the location and size of the driveway; e) the placement, type and number of plantings shall have been approved in writing by the Developer.

No fence or sidewall of any nature shall be built or erected in this development without prior written consent and/or approval of the Developer, which would specify material used and location. Developer or its assigns shall have full and final say concerning construction and/or erection of exterior fences or walls, any fences subject to submission for approval must be wrought iron or have the appearance of wrought iron. Developer may vary the established building lines in its sole discretion, when not in conflict with applicable Zoning Regulations.

In order to maintain uniformity and the quality of construction within the development, the Developer shall approve all general contractors completing residences in said development. The minimum requirement by said Developer shall be that the general contractor shall have been in the construction business for a period of five (5) years, and must have constructed and/or supervised the construction of a minimum of twenty (20) homes. Developer, in its discretion, reserves the right to waive the standards of experience, period of time in the construction business and/or the minimum number of homes built.

No permitted improvements shall be erected unless said residential structure has a roof pitch of not less than 6 inches vertical for every 12 inches horizontal for structures that are one story, and not less than 6 inches vertical for every 12 inches horizontal for structures more than one story. Developer reserves the right to require a higher roof pitch depending on the depth of the structure and its overall front elevation. Exceptions must be received in writing from the Developer.

In addition to the plans referred to herein, a landscape plan shall be submitted to the Developer for its written approval, which said plan shall show type, number and placement of trees, shrubs and other plantings. Once approved, the landscaping of said residence shall not change without prior written approval of the Developer.

After the construction of the residence, each Lot owner shall grade and sod from the rear corner of the dwelling forward to include the side and front yards; rear yard may be seeded and strawed; and shall otherwise comply with the landscape plan for such Lot which has been approved by the Developer in accordance with the provisions of this section. Each Lot owner shall thereafter keep and maintain the lot in good health and in a neat and attractive and well kept condition satisfactory to the Developer. Each lot owner, excepting those lots owned by Developer, shall cause

a concrete (or other material approved by Developer in its sole discretion) sidewalk to be constructed on the lot at the location determined and approved by Developer in accordance with specifications set by Developer and in accordance with all applicable governmental regulations/requirements, within thirty (30) days from completion of the residence or in the case of vacant lots within thirty (30) days from the completion of residences on fifty (50%) percent of the lots in the subdivision, as determined by Developer, whether or not the lot owner has begun construction on that particular lot in the Subdivision; and the Developer, its successors and/or assigns, hereby reserves a perpetual easement over and through such sidewalk area as constructed ("Sidewalk Easement"). Such sidewalk shall thereafter be maintained in good repair and condition by lot owner, regardless of whether the sidewalk is located on the lot or within a right of way and/or easement adjacent to the lot.

3. **BUILDING MATERIALS:** The exterior building materials of all structures shall extend to ground level and shall be either brick, stone, dri-vet or stucco, brick veneer or stone veneer, or a combination of the same. Developer recognizes, however, that the appearance of other building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

Each lot owner shall provide a driveway to said residence that shall be of a material, type and specification to be approved in writing by Developer.

4. **SET BACK AND REAR BUILDING LINES:** No structure 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, or allowed by applicable ordinances, except bay windows and steps may project into said areas, and open porches may project also into said areas not more than six (6) feet. Any permitted structure or improvement erected behind the single family residence, which said structural improvement may include, but not be limited to a swimming pool, pool house, gazebo, tennis court, fence or wall, shall not block the view from a neighboring lot and the location and plan must be approved by the Developer, and be in accordance with these restrictions.

5. **MINIMUM FLOOR AREAS:** (a) The total finished ground floor area of a one (1) story style shall be a minimum of 1600 square feet. (b) The total finished floor area of a one and one-half (1 1/2) story shall be a minimum of 1800 square feet with a minimum of 900 square feet on the ground floor. (c) The total finished floor area of a two (2) story home shall be a minimum of 1900 square feet and the ground floor of said house shall contain a minimum of 900 square feet. For purposes of determining square footage in the foregoing minimum requirements, finished basement areas, attached garages, open or screened porches shall not be included. No building, dwelling or structure may exceed two and one-half (2 1/2) stories. Acceptance of any non-conforming structure will be determined by the Developer.

6. **CURB PROTECTION AND DAMAGE:** Any and all damage that occurs to the concrete curbs in this subdivision after the lot fronting the curb area involved is optioned or sold and as a result of home construction or improvement must be repaired or replaced by the lot purchaser to the satisfaction of the Developer and without cost or expense to the Developer.

The lot owner or his building contractor shall protect the concrete curb from damage at all times by means applicable to each particular situation, which normally would be accomplished by means of a dirt or gravel bridging or overlay in the area where all construction deliveries and ingress and egress occurs.

7. **NUISANCES:** 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.

8. **VEHICLES:** No commercial vehicle, trailer, truck, motorcycle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable or unlicensed shall be habitually or repeatedly parked or kept on any lot (except in a garage) or on any street on the development. No automobile, trailer, boat, truck or any 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. No automobile shall habitually be parked on any

street or public right-of-way.

9. **USE OF OTHER STRUCTURES:** No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or the Developer, which shall be removed when the construction or development is completed.

No structure other than the main residence erected on any lot shall at any time be used as a residence, temporary or permanently. This provision shall not permit the erection of any additional structure on any lot in the subdivision, without the express consent, and at the sole discretion of the Developer.

10. **ANIMALS:** 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 geographical area may be kept provided 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 or leashed and under the control of a responsible person. No more than two (2) household pets are allowed per residence, and no improvement, including, but not limited to, dog runs, pet houses or kennels, may be erected on any lot in this subdivision.

11. **HEDGES AND MAINTENANCE OF LANDSCAPING:** No hedge or additional landscaping after the initial construction and completion of the dwelling unit and landscaping shall be placed or planted on any lot unless its design and placement or planting is previously approved in writing by the Developer. Should additional hedges and/or landscaping be approved, then, each owner has a duty to maintain the same in a neat appearance. Should an owner fail to maintain the same in a condition and/or manner satisfactory to Developer, the Developer may have the right to have the same properly maintained and have a right to a lien for services in enforcing this provision.

12. **MAIL AND PAPER BOXES:** In an effort to establish uniformity in the subdivision, each lot owner is required to have a uniformly designed mail box and paper holder, with uniform numbers and/or letters, which may be specified by the Developer and which may be purchased directly from the Developer, a related entity or a independent third party vendor. No other mailboxes or paper holders, whether temporary or otherwise shall be permitted on any lot in the development.

13. **PROHIBITED STRUCTURES:** No outside clotheslines shall be erected or placed upon any lot in the subdivision. No antenna (except for standard, small television antenna) or microwave or other receivers or transmitters shall be erected or placed on any lot. Satellite dishes shall not exceed twenty-four (24) inches in diameter and all dishes are not allowed in the front and side yards of the lot.

No carports shall be constructed on any lot.

No above-ground swimming pools shall be placed upon any lot within the subdivision.

No in-ground swimming pool shall be installed on any lot in the subdivision without prior written consent granted by the Developer relating to the size and location of said swimming pool. In presenting the plans of said swimming pool to the Developer, the owner must also submit the plans for fencing, both as it relates to the location and materials to be used.

No structure which may be permitted by these restrictions and protective covenants, shall be installed or built on a lot in the subdivision without prior written consent granted by the Developer. In presenting plans for any permitted structure to the Developer, the owner must also submit the plans of the structure as it relates to location and materials to be used.

14. **DUTY TO MAINTAIN LOT:** It shall be the duty of each owner, from and after the date of purchase of said lot, to keep the grass on the lot properly cut, to keep free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer may take such actions as it deems appropriate, including, but not limited to, mowing and/or contracting with a professional lawn treatment company, in order to make the lot neat

and attractive, and the owner shall, upon demand, reimburse Developer or its agents performing said services, the expense incurred in doing so. The Developer shall be entitled to a lien on said lot and the improvements thereon to secure the repayment of any such amounts not paid upon demand. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage lien thereon. The lien for the foregoing assessments shall attach at such time as a notice thereof is filed in the Office of the Recorder of Clark County, Indiana.

15. **BUSINESS HOME OCCUPATIONS:** No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which becomes an annoyance or nuisance to the neighborhood or the neighbors. However, a new house may be used by the Developer or for the builder's own office or model home, provided that said use is temporary in nature and terminates upon the sale of said house.

16. **SIGNS:** No sign for advertising or for any other purpose shall be displayed on any lot or on any building or a structure on any lot, except for one (1) sign advertising the sale or rent thereof, which shall not be greater in area than nine (9) square feet, except Developer shall have the right to erect larger signs when advertising the subdivision, to place signs on lots designating lot number, and to place signs indicating the lot has been sold. This restriction shall not prohibit the placement of occupant name signs and the lot numbers as allowed, and may be required, by applicable zoning regulations. This restriction also does not exclude advertising for Home Show or Home Expo.

17. **LEASES:** All leases or rental agreements for any of the homes in the subdivision shall be in writing and shall be for not less than twelve (12) month periods and shall be submitted to the Developer for their records and approval.

18. **DRAINAGE:** Drainage of each lot shall conform to the general drainage plan for the subdivision as more particularly set out in the plat.

No storm water drains, roof down spouts or groundwater shall be introduced into the sanitary sewage system.

19. **STORAGE AND DISPOSAL OF TRASH:** No rubbish, storage piles, trash, garbage or material shall be dumped or allowed to remain on a lot at any time except as may be necessary to facilitate its pick up and disposal. All such storage shall be screened from view and shall otherwise be subject to such rules and regulations as may be enacted by the Developer from time to time. All containers and equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

20. **RESERVATION OF MAINTENANCE EASEMENT:** The Developer and any of its respective agents, employees and independent contractors shall have the right to enter upon the exteriors of any dwelling unit to the extent necessary for purposes of maintaining, repairing and replacing any improvement in, on, under or upon the common areas as herein provided or for performing any of the respective obligations herein provided. In any such case, the Developer and/or any of the respective agents, employees and independent contractors shall not be guilty of any trespass thereon.

21. **SOIL EROSION:** It is the responsibility of each lot owner to maintain erosion control prior to and during construction of a single family residence to prevent erosion slide into any road or curb improvements. Should an owner fail to take steps to prevent erosion, the Developer may take such actions as it deems appropriate to control the same and immediately, upon demand, lot owner must reimburse Developer for any expenses incurred. The cost and expense incurred in so doing shall be a lien on said lot and may be foreclosed as set out in the restrictions herein under "Duty to Maintain Lot".

22. **LIEN RIGHTS:** Should a lot owner fail to pay the assessment created herein or stated in any of the paragraphs of these Restrictions and Protective covenants, the Developer, its successors and/or assigns, shall be entitled to a lien in a like amount on the land affected thereby until

fully paid, with interest and cost of collection, which shall include, but not be limited to reasonable attorney's fees.

23. **OBLIGATION TO CONSTRUCT OR RECONVEY:** Each lot owner shall, within one (1) year from the date of conveyance of a lot from Developer, commence in good faith the construction of a single family dwelling as contemplated by these Restrictions and Protective Covenants; provided, that should said construction not commence within the specified period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for the price of said lot/lots, in which event, the lot owner(s) shall immediately reconvey and deliver possession of said lot/lots to the Developer by Warranty Deed. Failure of the Developer to elect to repurchase any lot on which construction has not commenced within the time provided herein shall not be deemed a waiver of the Developer's right to elect to repurchase in the future any or all such lots on which construction has not commenced within the time herein specified.

24. **CONNECTION TO SANITARY SEWER; WAIVER OF REMONSTRATION:** In order to provide sanitary sewers to the subdivision, Developer, its successors and/or assigns, including all lot owners in the Willows of Covered Bridge subdivision, by acceptance of a deed to any lot, lots or parcels or real estate in the subdivision, waive all rights, both present and future, to remonstrate to any future annexation by the Town of Sellersburg.

25. **COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND:** These covenants and restrictions as herein stated, are to run with the land and shall be binding upon all parties claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless altered or amended under the provisions of this paragraph. The restrictions and covenants herein stated may be modified, amended or supplemented in whole or in part at any time if the owners of at least two-thirds (2/3) of the dwelling units and the Developer consent thereto, the consent of the Developer being required so long as the Developer owns any lot and/or dwelling unit. Any such modifications, amendment or supplement shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and properly recorded in the Office of the Recorder of Clark County, Indiana.

26. **OWNERS' ASSOCIATION:** The Developer has and/or will create a Subdivision Homes Owners' Association, Incorporated, an Indiana Not for Profit corporation ("Association") by filing Articles of Incorporation with the Secretary of State of Indiana. The Developer shall and hereby reserves the right to, assign certain of its rights hereunder to the Association, such assignment to be effective upon the recording by Developer of an assignment and notice of creation of Association. Until such assignment and the recordation thereof, all rights of the Association as may have been set forth in the Restrictions and Protective Covenants shall run to the benefit of, and be exercised by, Developer. All lot owners within the Subdivision shall be members of the Association and shall have one vote per lot owned, provided that, so long as Developer owns any of the lots within the Subdivision, Developer shall have one vote for each lot owned, without regard to whether or not such lot is owned by Developer. Each lot owner, by acceptance of a deed thereto, shall automatically become a member of the Association, regardless of any other abilities, intentions or desires of such owner, and each lot owner agrees to abide by the rules, regulations, by-laws, and to pay the fees and/or assessments of the Association.

Each lot owner, except Developer, by acceptance of a deed for a lot, whether or not expressly stated therein, covenants and agrees to observe and conform to, and to cause the residents of the lot to observe and conform to, the provisions of these Restrictions and Protective Covenants, and such lot owner further covenants and agrees, and incurs an obligation to pay the Association, except as otherwise provided in the Restrictions and Protective Covenants: i) annual assessments or charges, and ii) special assessments for capital improvements. At the sole discretion and direction of the Developer or the Board of Directors, however, the Association may elect from time to time, not to levy any assessment against one or more specific lots conveyed to certain builders until the first anniversary date of such conveyance or the conveyance of the lot by the builder, whichever comes first, or until such time as the Developer or the Board may elect.

The subdivision is planned to be developed primarily with single family homes, Patio homes, Garden homes, Town Houses and/or Condominiums which may require additional common areas being conveyed to the Association, and the Developer reserves the right to annex subsequent sections to the original development and such lot owners shall also become members of the Association, to share the use of all common areas so designated, and such lot owners shall be assessed in the same manner as set out herein.

27. **ENFORCEMENT:** Enforcement of these restrictions shall be by a proceeding at law or in equity, and may be brought by any owner of real property in the subdivision covered hereunder, or by Developer, against any party violating or attempting to violate any covenant or restriction herein contained, either to restrain violation, to direct restoration or to recover damages.

28. **INVALIDATION:** Invalidation of any one of these restrictions or covenants by a judgment or court of competent jurisdiction shall in no wise affect any of the other provisions which shall then remain in full force and effect.

29. **DEVELOPER'S RIGHT TO MODIFY, AMEND OR SUPPLEMENT RESTRICTIONS AND PROTECTIVE COVENANTS:** Notwithstanding contrary provisions of these Restrictions and Protective Covenants, the Developer hereby reserves the right to modify, amend or supplement in whole or in part, any of these restrictions and protective covenants during the development period of the subdivision described herein. For the purposes of this paragraph, "the development period" shall be the date from the execution of these restrictions by the Developer to the date of the recording of the first deed to any lot in the subdivision to any person, firm or corporation other than the Developer.

ROBERT LYNN COMPANY, INC.

By: Robert F. Lynn, President
Robert F. Lynn, President

STATE OF INDIANA

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COUNTY OF CLARK

Before me, the undersigned, a Notary Public in and for said County and State, this 17 day of OCTOBER, 2000, came Robert Lynn Company, Inc. by Robert F. Lynn its President, for and on behalf of said company, and acknowledged the execution of the above and foregoing Restrictions.

Witness my hand and notarial seal.

Carolyn S. Colby
Notary Public, Resident of
Clark County, Indiana

CAROLYN S. COLBY
Printed Name

My commission expires:

9-20-2007

THIS INSTRUMENT PREPARED BY:
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