

Date 10/29/2013

**COVENANTS, RESERVATIONS, RESTRICTIONS
AND PROTECTIVE COVENANTS AFFECTING
TITLE TO ALL LOTS IN WINDHAM ESTATES**

The undersigned, 9000 North Green River Road, LLC, an Indiana limited liability company, being the present owner and developer of all lots and lands comprising the recorded subdivision known and designated as Windham Estates, a subdivision located in Vanderburgh County, Indiana, as per plat thereof, recorded as Document Number _____ in the office of the Recorder of Vanderburgh County, Indiana, does hereby make and adopt the following covenants, reservations, restrictions and protective covenants for the use and occupancy of the lots and lands comprising said subdivision, which covenants, reservations, restrictions and protective covenants shall run with the real property known as Windham Estates and shall be binding on all parties having any right, title or interest in or to any real estate comprising Windham Estates, or any part thereof, and their heirs, successors, and assigns, all in the manner and to the extent hereinafter set forth, to wit:

1. Definitions.

(a) "Lot" shall mean and include any one (1) of the following:

(i) A platted lot in the subdivision.

(ii) All or a portion of the platted lot in the Subdivision together and combined with all or a portion of an adjoining platted lots in the Subdivision.

(b) "Structure" shall mean and include any and all improvements of every kind and nature.

(c) "Developer" shall mean 9000 North Green River Road, LLC, an Indiana limited liability company.

(d) "Dwelling" shall-mean a house designed for occupancy and use by a single family.

(e) "Association" shall mean Windham Estates Homeowners' Association, Inc., an Indiana not-for-profit corporation.

(f) "Subdivision" shall mean Windham Estates Subdivision, the recording of which is set forth above.

(g) "Committee shall consist of (Members of 9000 North Green River Road, LLC), currently consisting of Donnie Denton & Chris Combs. The Committee shall remain in existence until all lots are sold and built on, approving all plans prior to construction beginning.

2. Residential Use. All Lots shall be known as, described as and shall be used only for residential

purposes and shall not be used for any business, commercial or industrial purposes. In particular, no church or school shall be permitted on any lot. However, notwithstanding the foregoing, business activities may be conducted on the Lot by an owner or an occupant provided that there are no employees and that not more than one (1) person other than the owner or occupant uses the premises in any one (1) hour period of time. No use of any lot or structure shall be in violation of the Vanderburgh county zoning code, as amended from time to time.

3. Minimum Standards for Structures. No Structure of any kind shall be commenced, erected or placed on any Lot or thereafter altered or changed without the approval of the Committee. However, notwithstanding the power and authority of the Committee:

(a) Swimming pools must be of a permanent in-ground type. Above ground pools shall not be permitted.

(b) All electrical power, cable television, telephone service and other utilities shall be carried underground from the public utility easement located on the Lot to the Dwelling Structure. No overhead utility service, visible antennas, wire to poles or poles to Dwelling will be permitted.

(c) No trailer, mobile home, tent, shed, storage shed, modular house or log house shall be permitted on any Lot. Recreational buildings such as pool houses shall be permitted, providing that the exterior walls are brick, the design is approved by the Committee, and is in conformity with the design of the Dwelling located on said Lot.

(d) No previously existing Structure shall be moved onto any of the Lots. All Structures shall be newly constructed and erected.

(e) Cement block foundations shall not be exposed on any Structure. The exposed foundations must be of brick veneer or stone.

(f) The exterior walls of all Dwellings must represent at least seventy percent (70%) brick, unless otherwise approved in writing by the Committee.

(g) All mailboxes must conform with the information furnished to the owner by the Committee and such design will be generally described as a black wrought iron mailbox.

(h) All driveways shall be paved from the street right-of-way to the garage with concrete.

(i) No Dwelling shall contain less than the following living area on the floors indicated exclusive of and not including the dimensions of the porch, breezeway, garage and basement:

(i) One story Dwellings: one thousand eight hundred (1,800) square feet.

(ii) One and one-half story dwellings: two thousand four hundred (2,400) square feet with a minimum of one thousand six hundred (1,600) square feet on the first level.

(iii) Two (2) story Dwellings: three thousand (3,000) square feet with a minimum of one thousand six hundred (1,600) square feet on the first level.

(j) No Dwellings shall contain less than a two (2) car garage and have a dusk to dawn light in the front yard and approved by the committee.

4. Power and Duties of Committee. Until such time that a minimum of one hundred percent (100%) of the Lots that are platted in Windham Estates having been sold and conveyed by Developer, the Committee shall retain its power herein granted and fulfill its responsibilities as herein contemplated.

No Structures shall be commenced, erected, constructed or placed on any Lot nor thereafter altered or changed on its exterior without the approval of the Committee. In order to attempt to obtain approval from the Committee, the building plans, specifications and plot plan, together with other information (all hereinafter called "Plan") showing the nature, kind, shape, height, materials, design, location and approximate cost of such Structure and together with proposed grading, elevations, landscaping and such other information as may be reasonably required - by the Committee have first been submitted to the Committee for approval. The Committee shall have the sole and exclusive discretion to approve or disapprove the Plan. In approving or disapproving the Plan, the Committee shall consider among other standards in connection with the proposed Structure the following: materials to be used, ultimate aesthetic appearance, harmony of the external design with existing improvements and other planned Structures in the Subdivision, location, proposed topographical appearance and ground elevation of the Structure. Notwithstanding the right of the Committee to exercise subjective judgment standards, the Committee shall not be arbitrary and unreasonable in withholding the approval of the Plan. In the event the Committee fails to approve or disapprove the Plan within fifteen (15) days after the Plan has been submitted to the Committee, such shall represent a disapproval of the Plan.

No approval of the Committee shall be effective and enforceable unless such is in writing.

All general contractors, builders, subcontractors and suppliers shall be subject to the prior approval of the Committee; providing however, that said approval shall not be unreasonably withheld.

The Committee shall have the right to make on-site inspections of any and all Structures during the construction period. If the construction is not consistent with the Plan as approved by the Committee, then the Committee may, at its option, halt construction of the Structure until there is conformity with the approved Plan.

After all sections have been duly platted, including all of the areas above designated, and a minimum of one hundred percent (100%) of the Lots that are platted in Windham Estates have been sold, built on and conveyed by Developer, then the powers and duties of the Committee shall automatically be transferred to and vested in the Association and thereafter be fulfilled by the Association and a reference to the Committee under these COVENANTS shall then refer to the Association.

5. Construction Process. The construction of any Dwelling together with landscaping shall be completed within one (1) year from the date of commencement of such construction of said Dwelling, provided that the Committee may extend the time for completion of construction due to causes beyond the reasonable control of the owner, contractor or supplier.

The job site and Lot shall be kept clean and free from all debris at all times. Each Lot owner or builder will be required to provide a dumpster with a minimum size of six (6) cubic yards during construction at all building sites. Each Lot owner or builder will be required to provide portable restroom facilities during construction at all building sites.

With a reasonable time after the completion of construction, the Lot shall be graded, seeded, mulched and a good turf shall be established and thereafter maintained.

6. Building Sites. No more than one (1) Dwelling shall be permitted on any one (1) Lot.

7. Setback Lines. No Structure shall extend beyond the building setback lines as shown on the recorded plat of the Subdivision. In addition, setback lines along the sides of the Lot are hereby established according to applicable county and local rules and ordinances. No structure shall extend beyond setback lines, except fences may violate such under the terms hereinafter set forth.

8. Easements. The strips of real estate of the width shown on the recorded plat of the Subdivision and marked as easements on the plat are hereby reserved for the installation, use and maintenance of any and all public utilities including but not being limited to the installation of water, sewer, gas mains, cable television and electric facilities, but subject at all times to the rights of the proper authorities. All utility services shall be underground.

No fence or other Structure shall be erected nor permitted within the right of entry easement shown on the recorded plat of the Subdivision and marked as a right of entry easement.

No Structures shall be erected nor permitted to remain within any of said easements which in any way damage or interfere with the intended installation, use and maintenance of said easements.

Fences, Shrubs. Lawn Ornaments.

(a) No fences, wall, hedge, tree or shrub shall:

(i) Have a height greater than eighteen (18) inches if located between the front property line and the front building setback line, except where such planting is part of a residence landscaping and the prime root thereof is within four (4) feet of the Dwelling.

(ii) Be erected, altered, placed or permitted to remain on a Lot unless approved by the Committee as to location and physical characteristics such as type, material, no treated fences allowed, design and height prior to construction or planting.

(iii) Exceed three (3) feet in height as measured from the street level if located on a corner Lot within the triangular area formed by the street right-of-way lines and a line connecting a point forty (40) 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.

(b) There shall be no chain link fence in the Subdivision. Trees shall not be deemed shrubs unless planted in such a manner as to constitute a hedge. Fences for swimming pools shall be at such height as required by applicable government ordinances it must also be maintained.

(c) No lawn ornament or lawn decoration (excluding fences, trees and shrubs as provided in this Section 9) shall exceed twelve (12) inches in height without the prior approval of the Committee.

09. Appearance of Lots. Each Lot owner shall at all times maintain the owner's Lot and any Structures thereon in such a manner as to prevent the lot or structures from becoming unsightly .

In particular but not as limitations each owner shall:

(c) Mow such portion of the Lot upon which grass has been planted at such times as may be reasonably required.

(d) Remove all debris and rubbish within five (5) days.

(e) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Lot or the Subdivision .

(f) Keep the exterior of all improvements in such a state of repair and maintenance to avoid such becoming unsightly.

Trash, garbage or other waste or debris accumulated by the owner of any Lot shall be kept in sanitary containers out of sight and shall be disposed of within seven (7) days of accumulation. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept in such manner as to not be visible from the street and to avoid an unsightly appearance within the Subdivision.

(g) Woodpiles and the like shall only be permitted in maintained in a clean and sanitary condition and shall be kept in such a manner as to not be visible from the street and to avoid an unsightly appearance of the Lot or the Subdivision.

If an owner fails to comply with the foregoing, then either the Committee or the Association shall take such steps in order to comply with the foregoing and the cost of such compliance shall be assessed to the owner and secured by a lien on the Lot, which lien shall be subject to any prior mortgage and shall be enforceable to the same extent that liens are enforceable by the Association for unpaid common maintenance charges as set forth in the by-laws of the Association.

Nuisances. No owner shall cause or permit any nuisance to be maintained on any Lot. No activity which violates any applicable statute, ordinance, regulation or law shall be conducted on any Lot. No noxious fumes or odors shall be permitted to emanate from any Lot. No noxious or offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Barking dogs will be considered a nuisance should they disturb the quiet enjoyment of the neighboring residents.

10. Pets and Animals. Dogs, cats and other household pets are permitted to be kept but shall not be bred or raised for commercial purposes and shall not exceed an aggregate total of three (3) in number. No other animals, livestock, fowl or poultry of any kind shall be permitted on any Lot. The owners of the permitted pets shall confine such permitted pets to their respective Lots so that they will not be a nuisance; provided however, that an owner may walk said owner's pets from said owner's Lot with a leash. No dogs, however, shall be permitted to run loose except within the owner's Lot. Any Lot owner who fails to confine the permitted pets to their respective Lots as herein required may be required by the Committee or Association to have installed around the owner's Lot an approved fence or an invisible fence for pets, all at the owner's expense. In the event the Lot owner installs such an invisible fence, the transmitter must be attached to the pet at all times that the dog is outside the Dwelling.

11. Utility Meters and Air Conditioners. All utility meters, compressors, air conditioners and other like equipment shall not be allowed on the front of any Dwelling or Structure .

12. Outside Drying Devices. Outside clothes lines and clothes hanging devices shall not be permitted.

13. Garage, Rummage and Yard Sales. Sales of personal property on the Lot by garage sales, patio sales, yard sales, estate sales and similar sales to the general public are prohibited unless approved by the Committee or Association

14. Incinerators and Garbage Containers. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot. Any and all equipment, wood piles, garbage cans, refuse or storage piles placed on any Lot (whether temporary or permanent) shall be walled in to conceal the same from the view of neighboring Lots and the streets.

15. Storage of Building Materials. No lumber, brick, veneer, stone, blocks, concrete or other building materials nor any other thing used for building purposes shall be stored outside on any Lot except for the purpose of the construction of the Structure on such Lot and then only for such a length of time as is reasonably necessary for the construction of the Structure then in progress.

16. Parking on Streets in the Subdivision No vehicles shall be routinely or consistently parked on any street in the Subdivision without the prior written permission of the Committee or Association. No vehicles shall be parked overnight or left overnight on any street in the Subdivision without the prior written permission of the Committee or Association.

17. Off Street Parking: Maintenance and Repair. No van, camper, boat, motor home, recreational vehicle, truck, motorcycle, trailer, two (2) or four (4) wheeled vehicles or other similar vehicles, except for one automobile in good visual condition and parked on the turnaround pad, shall be parked or located on any Lot unless parked or located within an enclosed garage; provided however, service and delivery vehicles may be parked on any Lot while they are being used in conjunction with service or deliveries to the Lot upon which they are parked. The maintenance and repair of the foregoing, including automobiles, must be conducted within a garage and all equipment and supplies necessary for any such maintenance and repair must be at all times kept in a garage.

18. Signs. No signs shall be permitted in the Subdivision except for the following:

(a) Signs by Developer to advertise the development of the Subdivision.

(b) Signs identifying the Subdivision located on the entranceway.

(c) One (1) sign of not more than five (5) square feet advertising the sale or rental of a Dwelling or Lot.

(d) One (1) sign of not more than 5 square feet on any one (1) Lot which may include all or part of the following:

(i) Designation of the Lot number.

(ii) Address of the Lot.

(iii) Name of the owner or purchaser or occupant of the Lot.

19. Solid Waste Collection. The Association and/or Committee shall procure the services of a fully licensed and permitted solid waste collection contractor to act as the exclusive solid waste contractor for the Subdivision. The cost of waste collection shall be born by each individual Lot owner. No individual resident may procure the services of any other contractor.

20.Outside Burning. No trash, leaves or other materials shall be burned upon any Lot or common areas and facilities.

21.Water and Drainage. The water from downspouts or other surface water drainage shall be directed to controlled drainage facilities and shall not be drained into or guided into the sanitary sewer system. It shall be the obligation of the owner of each lot to keep and maintain the natural and or man made drainage facilities located thereon clean, open, unobstructed and mowed.

22. Utility Tap-In Fees. All utility tap-in and installation fees whether for water, sewage, telephone, electric, gas, cable television or any other shall be the responsibility of and shall be paid for by the individual Lot owners.

23, Lighting. The dusk-to-dawn light operations as required to be installed on the Lot as contemplated under paragraph 3(j) above must be operative at all times with the light on from dusk to dawn. No other lighting may be installed on the exterior of a dwelling which would result in the operation thereof becoming a nuisance or annoyance to the other Lot owners.

24.Electric Bug Killers. No electric bug killers, zapper or other similar device shall be installed at any location on a Lot which would result in the operation thereof becoming a nuisance or annoyance to the other owners and shall be operated only when outside activities require the use thereof and not continuously.

25.Antennas and Receivers. No satellite receiver, down link or antenna shall be permitted on any Lot without the prior written consent of the Committee. In the event such consent of the Committee is received to install an antenna, satellite or other such receiver, said device may not be visible from the street and may not exceed two (2) feet in diameter.

26.Occupancy or Residential Use of Partially Completed Dwellings Prohibited. No Dwelling shall be occupied or used for residential purposes or for human habitation until it has been substantially completed. The determination of whether a Dwelling has been substantially completed shall be made by the Committee in its sole discretion and such decision shall be binding upon all parties affected thereby.

27.Drainage and Erosion Control. If drainage pipes are located on a Lot, the owner of said Lot shall be responsible to keep such unclogged, free-flowing and in good condition.

The owner's builder must sign an agreement to abide by the erosion control rule as set forth by the Indiana Department of Environmental Management and applicable county and local rules and ordinances. In particular, the rule requires that erosion control practices be used during development and construction that will minimize soil erosion and sediment-laden water from flowing from the building sites and it requires the streets to be kept free of transported soil from the building site.

As required, the erosion control plan for the Subdivision has been submitted to the Vanderburgh County Soil and Water Conservation District. One (1) part of the plan pertaining to individual lots requires that prior to the start of construction, a rock driveway must be installed and entrance to the building site for all deliveries and workers should be over the driveway. To minimize sediment-laden water from being discharged into the streets and drainage ways, sand bags, straw bales and silt fences shall be used on all individual building sites.

No owner nor builder shall be permitted to disturb the vegetation on any adjoining building site for any reason, and shall be held fully responsible for any loss or damage resulting therefrom.

In connection with the foregoing, by accepting transfer of ownership of a Lot, the owner recognizes that Developer has no responsibility for erosion control and indemnifies Developer from any loss or damage that Developer may suffer by reason of the breach by the owner of erosion control responsibilities as herein set forth and under applicable law.

28. Fuel Tanks. No oil, gas or other fuel tank shall be allowed on any Lot or placed in the basement or garage of any Dwelling or other Structure unless approved by the Committee or Association and constructed and maintained in compliance with all governmental rules and regulations. Gas barbecue grills with LP gas tanks are permitted .

29. Firearms. There shall be no discharge of any firearms and there shall be no hunting with firearms nor bows and arrows upon or within the Subdivision.

30. Association. Developer shall cause to be incorporated an Indiana not-for-profit corporation to be known as Windham Estates Homeowners' Association, .Inc.

All owners of lots shall automatically be members of the Association and shall be subject to the terms and provisions of the articles of incorporation and by-laws of the Association and the rules, regulations, restrictions, obligations and assessments provided for therein.

31. Enforcement of These Covenants. Each of these Covenants shall inure to the benefit of and be enforceable by any one (1) or more of the following:

(a) Lot owner in the Subdivision.

(b) The Committee.

(c) The Association.

(d) The Developer (until such time that one hundred percent (100%) of the lots within the Subdivision are sold and conveyed).

Enforcement may be by injunction or for damages or other appropriate remedy. The party adjudged to have violated any of these Covenants shall be liable to the aggrieved party for any reasonable attorney's fees which shall be fixed by the court hearing said matter. Those entitled to enforce these Covenants will have the right to enforce these Covenants without proof of pecuniary damage.

32. Acceptance of Deed. Acceptance of a deed of conveyance to any Lot by any grantee shall be construed to be an acceptance and an affirmation by such grantee of each and all of these Covenants, whether or not the same are set out or specified in such conveyance.

33. Passageway. No owner shall permit or authorize anyone to use a portion of any Lot for passageway or means of ingress or egress to and from any contiguous Lot, nor shall any owner grant or convey without the approval of Developer any utility easements affecting the owner's Lot.

34. Changing of Lot Dimensions and Easements. Developer shall have the right to change and alter the dimensions and boundaries of any Lot or easements situated in the Subdivision until such time

as said Lot has been conveyed by Developer.

35.Developer's Liability. Developer, its successors and assigns, shall not be liable to any Lot or owner, their successors and assigns, their families, friends, guests or invitees, for injury or damage occurring because of the condition of any street, easement, right-of-way or other such area in the Subdivision.

36.Amendment to Restrictions by Developer. Developer reserves the right and shall have the sole right to amend the covenants and restrictions set forth herein for the purpose of curing any ambiguity in or any inconsistency between the provisions hereof; to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the Subdivision which do not lower the standards of the covenants and restrictions contained herein; and/or to release any Lot from any part of the covenants and restrictions violated if Developer, in its sole and subjective discretion, determines such violation to be minimal in nature and not detrimental to the subdivision and its residents.

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

38.Binding Effect. These Covenants shall run with the title to the Subdivision and shall be binding upon all parties and persons claiming under said parties for a period of twenty-five (25) years from the date these Covenants are recorded; provided, however, that at any time after the expiration of twenty-five (25) years these Covenants shall automatically be extended for successive periods often (10) years unless an instrument signed by not less than seventy-five percent (75%) of the then owners of Lots in the Subdivision, with each Lot representing one (1) vote, has been recorded agreeing to an amendment of these Covenants or agreeing to otherwise modify or eliminate said Covenants in whole or in part.

39. Lake maintenance: The five Lots that adjoin the the lake shall maintain the lake. After the five owners have received at least two bids for treatment of the lake to control grass and moss the cost of said treatment shall be divided equally between the five owners, the developer's will pick up the share of cost on any Lots that are not sold until all Lots are sold.

40. Entrance Columns: Lots 50 & 51 shall have a as built easement extending around each column 6' for any repair work that may need to be done in the future. If there is any damage or need for repair to the columns or landscaping, the cost will be divided equally among all lot owners of Windham Estates, two bids are to be solicited for any repair work that needs to be done. Owners of Lots 50 & 51 are responsible to maintain the grass around the columns.

