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JUN 20 1995

INST. # 1995-0071592 C

*John R. [Signature]*  
PLAT COVENANTS AND RESTRICTIONS

WESTRIDGE VILLAGE

SECTION 2

undersigned, Westridge Village Limited Liability Company, a Wyoming limited liability company (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Westridge Village, Section 2, recorded on JUNE 20, 1995, as Instrument No. 1995-0071590 in the office of the Recorder of Marion County, Indiana (together, the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Westridge Village." In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Supplemental Declaration of Covenants, Conditions and Restrictions of Westridge Village, recorded on JUNE 20, 1995, as Instrument No. 1995-0071591, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Westridge Village Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area." Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the

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MARION COUNTY RECORDER

use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

3. DRAINAGE, UTILITY AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Drainage, Utility and Sewer Easements." The Drainage Utility and Sewer Easements are hereby created and reserved (a) for the use of Developer, all public utility companies (not including transportation companies), governmental agencies (including the Civil Town of Speedway for maintenance of Sanitary Sewers) and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to sanitary sewers, storm sewers and cable television services; and (b) for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property, (ii) the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system and (iii) the use of the Civil Town of Speedway for access to and maintenance, repair and replacement of the sanitary sewer system. The owner of any Lot in the Subdivision subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Developer. The delineation of the Drainage Utility and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as provided above, no structures or improvements (except walkways and driveways), including without limitation decks, patios, fences or landscaping of any kind, shall be erected or maintained upon said easements.

4. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth from the minimum as designated on the Plat. The minimum front setback shall be twenty-five (25) feet from the right-of-way to the living area. The minimum rear yard setback shall be twenty (20) feet from the rear property lines to the living area. Except as otherwise shown on the Plat, the minimum front Lot width at the designated setback shall be at least

fifty-five (55) feet at the designated setback. Except as otherwise shown on the Plat, the minimum Lot area shall be 7000 square feet. In addition, no building shall be erected or maintained closer to any side Lot line of any Lot than five (5) feet. No building shall be located any closer than ten (10) feet to any other building, whether or not located on an adjacent Lot.

5. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a Lot shall have less than one thousand, two hundred (1,200) square feet of floor area, exclusive of garages, carports and open porches. The minimum main (first floor) living area of any building higher than one story shall be seven hundred (700) square feet. Each residence Unit shall include an attached two-car enclosed garage. The portion of the total area of any Lot that is covered by the residential dwelling (including any attached residential accessory building) shall not exceed thirty-five percent (35%). The maximum height of any residential dwelling constructed on a Lot shall be thirty-five (35) feet. The maximum height of any attached residential accessory building shall be twenty (20) feet.

6. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof. No structure shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

7. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the Subdivision or building, as the case may be. No attached storage sheds shall be added to any residential unit unless said storage shed is of an architectural design compatible with the residential unit and has been approved by the architectural committee of the Association.

8. TEMPORARY STRUCTURES. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

9. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

10. VEHICLE PARKING. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any street or on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view. No commercial vehicles shall be parked in the subdivision including trucks over one-half (1/2) ton or trucks with business signs or logos.

11. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

12. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

13. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, Lot by Lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

14. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

15. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any Lot.

16. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

17. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.

18. ANTENNA AND SATELLITE DISHES. No outside antennas or satellite dishes shall be permitted in the Subdivision except as permitted by the Architectural Review Committee.

19. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

20. FENCING. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of any furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

21. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.

22. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

23. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to the other property owners in the vicinity of or adjacent to the project.

24. SITE OBSTRUCTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

25. SIDE DRAINAGE UTILITY AND SEWER EASEMENTS. A Drainage Utility and Sewer Easements are reserved on side lot lines as shown on Plat.

26. FRONT DRAINAGE UTILITY AND SEWER EASEMENTS. A strip of ground twenty (20) feet wide is reserved for Drainage Utility and Sewer Easements along the front of all lots unless otherwise noted.

27. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for any action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and reasonable attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

28. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the Subdivision Control Ordinance, 58-AO-13, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

29. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots or Residence Units in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivision have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

30. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entitles from time to time having any right, title or interest in the Real Estate and on all persons or entitles claiming under them, until December 31, 2010, and thereafter they shall continue automatically in effect unless terminated by vote of a majority of the then Owners of the Lots or Residence Units in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

31. SEVERABILITY. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 22ND day of MAY, 1995.

WESTRIDGE VILLAGE LIMITED  
LIABILITY COMPANY, a Wyoming  
limited liability company

By

James T. Bisesi, Manager

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared James T. Bisesi, a Manager of Westridge Village Limited Liability Company, a Wyoming limited liability company, and acknowledged the execution of this instrument as his voluntary act and deed as such Manager on behalf of such limited liability company for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 22nd day of May, 1995.

Notary Public

Printed Donna L. Cronin

My Commission Expires:

3-29-96

I am a resident of  
Hamilton County, Indiana.

WAYNE TOWNSHIP

ASSESSOR

PLAT APPROVED

Date: June 15, 1995

By: Mark E. Hill - Return

CHARLES R. SPEARS

ASSESSOR

Land Description  
Westridge Village Section 2

Part of the Northwest Quarter of Section 35, Township 16 North, Range 2 East in Marion County, Indiana described as follows:

Commencing at a Harrison monument marking the Northwest Corner of the said Northwest Quarter Section; thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) along the North Line of the said Northwest Quarter Section a distance of 1483.45 feet; thence South 00 degrees 34 minutes 07 seconds West, parallel with the West Line of the said Northwest Quarter Section, a distance of 476.65 feet; thence South 57 degrees 00 minutes 00 seconds West a distance of 88.77 feet; thence South 90 degrees 00 minutes 00 seconds West, parallel with the said North Line, a distance of 85.57 feet to the Northwest Corner of Westridge Village Section 1, a subdivision in Marion County, Indiana, the plat of which is recorded as Instrument No. 93-123296 in the office of the recorder of Marion County, Indiana and the BEGINNING POINT; thence continue South 90 degrees 00 minutes 00 seconds West, parallel with the said North Line, a distance of 230.46 feet; thence South 00 degrees 34 minutes 07 seconds West, parallel with the said West line, a distance of 703.66 feet; thence South 74 degrees 44 minutes 26 seconds East a distance of 1621.67 feet to the East Line of the said Northwest Quarter Section; thence North 00 degrees 29 minutes 44 seconds East along the said East Line a distance of 983.21 feet; thence North 87 degrees 45 minutes 12 seconds West a distance of 261.69 feet to the South Line of said Westridge Village Section 1 (the next twelve (12) described courses being along the said South Line); thence South 90 degrees 00 minutes 00 seconds West, parallel with the said North Line, a distance of 25.71 feet; thence South 15 degrees 15 minutes 34 seconds West a distance of 165.06 feet; thence North 74 degrees 44 minutes 26 seconds West a distance of 8.33 feet; thence South 15 degrees 15 minutes 34 seconds West a distance of 120.00 feet; thence North 74 degrees 44 minutes 26 seconds West a distance of 685.13 feet; thence South 83 degrees 24 minutes 55 seconds West a distance of 122.35 feet to a curve having a radius of 125.00 feet, the radius point of which bears North 83 degrees 54 minutes 02 seconds East; thence Southerly along the arc of said curve a distance of 17.14 feet to a point which bears South 76 degrees 02 minutes 40 seconds West from said radius point; thence South 77 degrees 45 minutes 39 seconds West a distance of 50.02 feet; thence South 83 degrees 54 minutes 02 seconds West a distance of 81.44 feet; thence North 06 degrees 05 minutes 58 seconds West a distance of 108.86 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 08 degrees 36 minutes 25 seconds East; thence Westerly along the arc of said curve a distance of 7.54 feet to a point which bears North 12 degrees 03 minutes 47 seconds West from said radius point; thence North 12 degrees 03 minutes 47 seconds West a distance of 176.66 feet to the BEGINNING POINT.

EXHIBIT "A"