



Declaration of Restrictions

Winding Brook Park Addition, Section B

All persons who shall hereafter acquire any land in the recorded Plat of Windingbrook Park Addition, Section B, which is located in Penn Township, St. Joseph County, Indiana, shall be taken and held to agree and conform with the undersigned owner of said real estate and with their successors and assigns to conform to and observe the following restrictions and stipulations as to the use thereof and the construction of improvements thereon, namely:

ARTICLE 1.

Use and occupancy of lots in the tract above described shall be confined to residential purposes. No structures shall be erected or placed or permitted to remain on any building plot other than

Detached single-family dwellings, not to exceed two stories in height.

(b) A private garage accommodating not more than three cars.

ARTICLE 2.

A. No dwelling house may be constructed on Lots Numbered 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86 and 87 having ground floor space of less than 1,500 square feet for a single story or ranch

type home; less than 800 square feet of ground floor space for a 1 ½ or a 2 story home; 2,100 square feet for a "split level" dwelling. The front of said dwelling houses, exclusive of garage, shall not set back further than 70 feet from the fronting street line, nor shall they be nearer than 40 feet from the fronting street line unless the prior written permission is obtained from Twin City realty Corporation, its successors or assigns.

B. No dwelling house may be constructed on Lots Numbered 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 having a ground floor space of less than 1,200 square feet for a single story or ranch type home; less than 750 square feet of ground floor space for a 1 ½ or 2 story home; and 1,900 square feet for a "split level" home. The front of said dwelling houses, exclusive of garage, shall not set back further than 65 feet from the fronting street line. In addition, all dwellings erected on the said lots 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, and 100, shall measure not less than 52 feet in length, paralleling the fronting street. In the said length, an attached garage may be included in said measurement.

C. In computing the ground floor space of a "split level" home, as set forth in this Article 2, the footage shall include the lower level area provided it is finished and used as a living area and not as a garage, storage, etc. Also, in computing the ground floor space of any of the dwelling houses in this Addition, such measurement shall be exclusive of garage.

ARTICLE 3.

Not more than one residence shall be constructed on any one lot. A lot shall mean a lot as now platted or the ownership of parts of two adjoining lots the total width of which at the front lot line shall not be less than the front lot line of either of the lots as now platted.

ARTICLE 4.

No animals or livestock shall be raised, bred or kept on any lot in said addition except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

ARTICLE 5.

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance in the neighborhood. No ashes, weeds or unsightly objects shall be permitted or suffered to remain on said premises nor shall the premises be used in any way or for any purpose that may endanger the holder or unreasonably disturb the holder of any adjoining land. No fence or wall shall be erected or maintained on any lot in said section without the written consent of Twin City realty Corporation, its successors or assigns first had and obtained.

ARTICLE 6.

No trailer, basement, tent shack or garage shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

ARTICLE 7.

No structures shall be moved into any lot.

No garage shall be erected on any lot in said tract except at the time of the erection of or after the completion of such a residence building as is permitted by these restrictions.

ARTICLE 8.

No tank for the storage of fuel oil or any other purpose may be maintained on any of the lots within this Addition, above the surface of the ground, unless the written consent of the Twin City Realty Corporation, its successors or assigns, is first obtained.

ARTICLE 9.

No residence, garage or other permanent structure shall be constructed, moved onto or otherwise placed on any of the Lots in Section B nearer than forty-five feet to the centerline of Juday Creek.

ARTICLE 10.

No building shall be placed nearer than ten feet from the inside lot lines; steps, uncovered porches, terraces, chimneys, and cornices may extend not more than twenty-four inches into the side yard. All dwellings and buildings constructed on corner lots must face the direction approved by Twin City Realty Corporation, its successors or assigns, and said approval must be obtained in writing.

Article 11.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by Twin City Realty Corporation, its successors or assigns, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

Article 12.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot in size. One sign of not more than five square feet advertising the property for sale or rent, or one sign of not more than seven square feet used by a builder to advertise the property during the construction and sales period. There is reserved to Twin City Realty Corporation, its successors and assigns, the right to construct such signs as they desire in order to foster the promotion of the entire Addition and to effect sales of lots or structures in said addition.

Article 13.

Easements for installation and maintenance of utilities and surface water drainage are reserved as shown on the recorded Plat.

Article 14.

Landscaping of grading, seeding for grass or sodding must be completed within twelve months of date of start of construction. Each owner must plant, maintain and furnish not less than two living hardwood trees within each lot area. Said trees must not be less than two inches in diameter, measured twelve inches above ground level.

Article 15.

Property owners shall be required in connection with the erection of dwellings to install for each dwelling a post light of similar type, height and distance set back from the street fronting the dwelling as presently installed in the subdivision. The post lights shall be equipped with an automatic operator to provide light from sundown each night to dawn the following morning.

Article 16.

Lot driveways shall be constructed of hard surface paving materials for the full length and width thereof.

Article 17.

So long as a central water supply system is provided to the various lots in the Addition, no private wells for domestic water shall be drilled, dug, or maintained. A suitable sewerage disposal system shall be provided for each residence in the Addition which shall in all respects as to size, location, quality and type of construction conform to all the regulations of applicable State or local health authorities. Approval of such system as installed shall be obtained from the applicable authority.

Article 18.

The builder or owner of each dwelling located in the said Addition shall supply each dwelling with a water meter yoke situate in a convenient location.

Article 19.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the owners of the lots in said Addition has been recorded, agreeing to change said covenants in whole or in part.

Article 20.

The restrictions, rights, reservations, limitations, agreements, covenants and conditions may be enforced by the owner or owners of any lot or lots in said subdivision, any one or more of whom, his or their legal representatives, successors or assigns, shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions, rights, reservations, limitations, agreements, covenants and conditions above set forth in addition to the ordinary legal action for damages; that the failure of any owner or owners, of any lot or lots, in said subdivision to enforce any of the said restrictions, rights, reservations, limitations, agreements, covenants and conditions herein set forth, at the time of the violations, shall in no event be a waiver of the rights to do so thereafter.

Article 21.

Invalidation of any one of these covenants by judgment or court order shall in no wise void of the other provisions which shall remain in full force and effect.

IN WITNESS THEREOF, twin City reality Corporation, being the owner of all of the lots in said Addition, has caused this declaration of restrictions to be signed by its Precedent and its corporate seal to be hereunto affixed and attested by its Secretary the 16th day of April, 1962.

TWIN CITY REALTY CORPORATION

BY: Donald W. McManus, President

ATTEST: Edward A. Everett, Secretary