



Declaration Of Restrictions

Winding Brook Park Addition, Section C

All persons who shall hereafter acquire and land other than Lot No. 122, in the recorded Plat of Winding Brook Park Addition, Section C, which is located in Penn Township, St Joseph County Indiana, shall be taken and held to agree and conform with the undersigned owner off 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:

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ARTICLE 1.

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Use and Occupancy of lots in the tract above described shall be confined to residential purpose. No structure shall be erected or placed or permitted to remain on any building plot other then:

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

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

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ARTICLE 2.

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A. No dwelling house may be constructed on lots Numbered 111, 112, 113, 114, and 115 having ground floor space of less than 1,500 square feet for a single story or ranch type home; less than 900 square feet of ground floor space for a 1 or 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 66 feet from the fronting street line, nor shall they be nearer than 35 feet from the fronting street line unless the prior written permission is obtained from Twin City Realty Corporation, its successor or assigns.

B. No dwelling house may be constructed on lots Numbered 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 and 121 having a ground floor space of less than 1,400 square feet for a single story or ranch type home; less than 750 square feet of ground floor space for a 1 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, nor shall they be nearer than 35 feet from the fronting street line unless the prior written permission is obtained from Twin City Realty Corporation, its successors or assigns. In addition, all dwellings erected on said lots 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 and 121, shall measure not less than 52 feet in length, paralleling the fronting street. In computing 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 the dwelling houses in this Addition, such measurement shall be exclusive of garage.

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ARTICLE 3.

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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.

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ARTICLE 4.

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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 purpose.

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ARTICLE 5.

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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 to 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 lot in said Section without the written consent of Twin City Realty Corporation, its successors or assigns first had and obtained.

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ARTICLE 6.

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

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ARTICLE 7.

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A. No structures shall be moved onto any lot.

B. No garage shall be erected on an 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 restriction.

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ARTICLE 8.

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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 Twin City Realty Corporation,

its successors or assigns, is first obtained.

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ARTICLE 9.

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No building shall be placed nearer than ten feet from the 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 and/or assigns, and said approval must be obtained in writing.

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ARTICLE 10.

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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.

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ARTICLE 11.

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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 and/or one sign of not more than five square feet advertising the property for sale or rent. 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 sale of any lot or structure in said Addition.

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ARTICLE 12.

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

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ARTICLE 13.

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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.

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ARTICLE 14.

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Property owners shall be required in connection with the erection of dwelling 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 light from sundown each night to dawn the following morning.

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ARTICLE 15.

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

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ARTICLE 16.

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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.

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ARTICLE 17.

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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.

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ARTICLE 18.

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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 an 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.

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ARTICLE 19.

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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 any of 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 violation, shall in no event be waiver of the rights to do so thereafter.

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ARTICLE 20.

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It is specifically understood that Lot Number 122 shall be exempt from any and all of the above restrictions

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ARTICLE 21.

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