

**Declaration Of Covenants, Conditions and Restrictions
Of
Laurelwood at Winslow Farm, Phase I**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this ____ day of October, 1994, by Winger/Stolberg Communities LLC, an Indiana limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant desires to preserve the character of Laurelwood at Winslow Farm and protect the property values therein.

WHEREAS, Declarant is the sole owner of the fee simple title to certain real estate, located in Monroe County, Indiana, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter called the "Real Estate"); and

WHEREAS, Declarant intends to sell the Real Estate restricting it in accordance with a common plan designed to preserve the value and residential qualities of the Real Estate, for the benefit of its future owners;

WHEREAS, Declarant intends to restrict the uses of the Real Estate in accordance with a common plan as stated in this Declaration;

WHEREAS, Declarant plans to improve the Real Estate by constructing fifteen (15) single-family residences upon the Real Estate in Laurelwood, Phase I; and

NOW, THEREFORE, Declarant declares that the Real Estate shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of the Real Estate and of each and every person or entity who now or in the future owns any portion or portions of the Real Estate.

Section 1 **Definitions** The following terms used in this Declaration shall have the following meanings:

Section 1.1 **Laurelwood**. "Laurelwood" means all phases of Laurelwood at Winslow Farm, now existing or hereafter platted and whether subjected to all the covenants, conditions and restrictions of this Declaration or any subsequent Declaration.

- Section 1.2. Laurelwood, Phase I. "Laurelwood, Phase I" means the Real Estate described in **Exhibit "A"**, as platted.
- Section 1.3 The Laurelwood Committee. "The Laurelwood Committee" means The Laurelwood Architectural Control Committee which shall be constituted and governed as set out in Section 7 hereof.
- Section 1.4 Residence. "Residence" means a detached single-family dwelling constructed upon a Lot in Laurelwood, Phase I.
- Section 1.5 Building. "Building" means all structures erected within Laurelwood, Phase I including Residences, garages, outbuildings or enclosed structures of any kind.
- Section 1.6 Builder. "Builder" means the person, firm or entity (including the Developer) constructing the first Residence on each Lot.
- Section 1.7 Community Association. "Community Association" means the Winslow Farm Community Association, Inc., its successors and assigns, an Indiana not-for-profit corporation which is the incorporated Association of Owners of Residences in Winslow Farm.
- Section 1.8 Drainage Easements. "Drainage Easements" means the easements labeled "D.E." on the Plat which have been created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduits to serve the needs of Laurelwood, Phase I, the lands adjoining Laurelwood, Phase I, and the public drainage system.
- Section 1.9 Developer. "Developer" means Wininger/Stolberg Communities LLC, an Indiana limited liability company, and any

successor or assignee of its interest in all or part of Laurelwood or in this Declaration under an instrument or instruments which expressly state that the successor or assignee thereunder shall become the Developer for purposes of this Declaration.

Section 1.10 Lot. "Lot" means one of the numbered lots as shown on the Plat of Laurelwood, Phase I.

Section 1.11 Mortgagee. "Mortgagee" means the holder, insurer or guarantor of any first mortgage on any Lot or Residence and other improvements constructed on a Lot.

Section 1.12 Owner. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, which owns the record fee simple title to a Lot; provided, that persons or entities owning a single Lot as tenants in common, joint tenants, tenants by the entirety or any form of joint or divided ownership, shall be deemed one Owner for purposes of this Declaration and provided further that any person holding record fee simple title for purposes of security only shall be excluded.

Section 1.13 Plat. "Plat" means the plat prepared by Smith Neubecker & Associates, Inc., of Laurelwood, Phase I, an addition to the City of Bloomington, Indiana as recorded in the Office of the Monroe County Recorder, Bloomington, Indiana.

Section 1.14 Sewer Easements. "Sewer Easements" mean the easements labeled "S.E." on the Plat which have been created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system for the City of

Bloomington, Indiana for the purpose of installation and maintenance of sewers.

Section 1.15 Winslow Farm Declaration. "Winslow Farm Declaration" means the Declaration of Covenants, Conditions and Restrictions of Winslow Farm, and recorded as Instrument Number 215442 on September 10, 1992 in the Miscellaneous Record Book 216, pages 300-354 in the Office of the Recorder of Monroe County, Indiana, as supplemented and amended pursuant to its terms, the terms and provisions of which constitute binding covenants running with the Real Estate and are in addition to, and not in substitution of this Declaration.

Section 1.16 Utility Easement. "Utility Easement" means the easements labeled "U.E." on the Plat which have been created for the installation of electric, telephone, cable television, water, gas or other public utilities.

Section 1.17 Vehicle. "Vehicle" means motor homes, boats, trailers, campers, motorcycles, scooters, trucks, vans, tractors, tractor trailers, buses and automobiles.

Section 2 In General.

Section 2.1 Name. The development shall be known and designated as "Laurelwood, Phase I at Winslow Farm", an addition to the City of Bloomington, Indiana.

Section 2.2 Residential Development. Laurelwood is a single-family residential development and each Residence constructed shall be used by its owners and occupants exclusively for residential purposes. ♦ No commercial building shall be erected, altered, placed or permitted to remain on any portion of Laurelwood. No business activity or business shall be carried on or conducted

from any Residence. Leasing of a Residence for residential purposes shall not be considered a business or business activity.

Section 2.3 Governmental Restrictions. All Lots and Residences shall be subject to the zoning ordinances and regulations of the applicable governmental authorities, all of which are hereby incorporated by this reference.

Section 2.4 Effect on Owners. The Owners of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or in the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer and The Laurelwood Committee with respect to these restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners, covenant and agree and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these restrictions to keep, observe, comply with and perform such restrictions and agreements.

Section 3 Physical Characteristics of the Development.

Section 3.1 Number of Lots in Tract. Laurelwood, Phase I will contain fifteen (15) Lots numbered one (1) through fifteen (15) inclusive. Each Lot shall consist of all space within the boundaries thereof as depicted on the Plat.

Section 3.2 Easements. Perpetual and non-exclusive Drainage Easements, Sewer Easements and Utility Easements for the purpose of the installation, maintenance, repair and replacement of all sewer, water, storm water, power and telephone lines, pipes, mains, conduits, transformers, or cable television facilities are reserved as shown on the Plat. Within these easements, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage or which may obstruct or retard the flow of drainage. Plants, trees and other vegetation are allowed in these easements.

Section 3.3 Streets. All streets as shown on the Plat within the boundaries of Laurelwood, Phase I are hereby dedicated to the public.

Section 3.3 Underground Utilities. All utilities, including but not limited to water, gas, electric, sewer and cable television shall be installed underground.

Section 4 Construction Provisions.

Section 4.1 One Residence. Only one Residence shall be constructed on any Lot.

Section 4.2 Minimum Size. The following minimum sizes shall apply to each Residence constructed on a Lot:

4.0.1 One-story residences shall have a finished ground floor area of not less than 940 square feet above finished grade.

4.0.2 Two-story residences and one and one-half story residences shall have a finished ground floor area of not

less than 600 square feet above finished grade and a total finished area of not less than 1,200 square feet above finished grade. Each Residence in Laurelwood, regardless of style, shall have not less than 940 square feet above finished grade.

For purposes of this Section 4.2, ground floor area shall be determined from the area of the Residence measured from the outside of the building foundation exclusive of open porches, breezeways, garages, carports, chimney and eaves.

The provisions of this Section 4.2 may be waived by The Laurelwood Committee upon application in writing by any Lot Owner. No waiver will be valid until it is properly signed by a representative of The Laurelwood Committee and placed of record in the Office of the Recorder of Monroe County, Indiana.

Section 4.3 Maximum Height. No Residence, exclusive of chimney, shall exceed forty (40) feet in height measured from the lowest finished grade level at the front of the foundation visible from any street to the highest point of the roof.

Section 4.4 Construction of Sewage Lines. All sanitary sewage lines within the Lots shall be designed and constructed in accordance with the provisions and requirements of the City of Bloomington, Indiana.

Section 4.5 Garages and Driveways. For every Residence located on any Lot within Laurelwood, Phase I, there will be constructed an enclosed garage for the off-street parking of at least two (2) Vehicles; provided: (1) the Developer can build Residences with enclosed garages for one (1) Vehicle; and, (2) any other Builder can construct a Residence with an enclosed garage for one (1) Vehicle if the Laurelwood Committee, in its sole discretion, approves such construction in advance. Every Residence shall have a driveway with a minimum width of sixteen

(16) feet extending from the edge of the street in the front of the Lot to a point at least as far as the closest point of the Residence's enclosed garage to the street; provided, however, the Developer, in its sole discretion, may construct driveways that taper to less than sixteen (16) feet in width for Residences located on cul-de-sacs in Laurelwood. Any party other than Developer may only construct a driveway in Laurelwood of less than sixteen (16) feet in width with the prior consent of the Laurelwood Committee. All driveways shall be paved with concrete.

Section 4.6 Setback. No Residence, Building or other permanent structure shall be located on any Lot nearer to the boundaries of the Lot than the minimum setback lines as shown on the Plat or the setback restrictions in effect at the time of construction as established by the City of Bloomington, Indiana, whichever is more restrictive. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a Residence; provided, however, that this provision shall not be construed to permit any portion of a Residence on a Lot to encroach upon any other Lot in Laurelwood or any adjoining development.

Section 4.7 Prohibited Building Styles. No bi-level Residences will be constructed on any Lot within Laurelwood. Modular construction or modular homes, whether or not attached to a permanent foundation, will not be permitted upon any Lot in Laurelwood. No used structure will be relocated or placed on any Lot.

Section 4.8 Solar Devices. No artificial or manmade device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed,

allowed, or maintained upon any portion of Laurelwood including any Residence except for solar systems that were incorporated by the Builder into the original design of the Residence and which are flush with the roofline. This Section 4.8 shall not prohibit the use of "passive solar or geothermal" energy.

Section 4.9 Garbage Disposals and Sanitary Sewers. All Residences shall be equipped with a mechanical device for the grinding and disposal of garbage and food waste in the kitchen(s) which shall discharge to the sewer drain. All sewage disposal shall be connected with the sanitary sewer system of the City of Bloomington, Indiana. No septic tanks, holding tanks or cesspools shall be constructed or permitted to remain upon any Lot within Laurelwood.

Section 4.10 Lot Access. All Lots shall be accessed from the interior streets of Laurelwood. No direct access to Lots shall be permitted from Winslow Farm Road or Henderson Street.

Section 4.11 Light Fixtures, Mailboxes, Etc. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within Laurelwood, any exterior light fixture permanently installed, basketball goal, flag pole, or similar structure must be approved by The Laurelwood Committee as to size, location, height and composition before it may be installed. Mailboxes shall be constructed in accordance with plans supplied by The Laurelwood Committee and no Owner will change the style or color of his mailbox without the prior written approval of The Laurelwood Committee, unless such change is required by the U.S. Postal Service in order to obtain mail delivery. Temporary basketball goals are permitted in Laurelwood only if they are

removed from sight daily and stored inside the Owner's garage or Residence overnight. No temporary basketball goal shall be allowed to remain on the exterior of the Residence in view of other Owners when not in use. No basketball goals, temporary or permanent, shall be erected in Laurelwood when it would materially damage vegetation or landscaping materials.

Section 4.12 Exterior Construction. The following requirements shall be applicable unless The Laurelwood Committee shall approve otherwise: (a) all utility facilities in Laurelwood will be underground; (b) whenever possible, all utility meters and HVAC units in Laurelwood will be located in places unseen or screened from the front of the Residences; (c) no gasoline storage or fuel tanks will be permitted above ground or below ground in Laurelwood; (d) all windows in Laurelwood will be factory or on the job painted; no raw aluminum windows will be permitted; (e) all gutters and downspouts in Laurelwood will be factory or on the job painted; (f) all roof pitches of the Residences will be four to twelve (4:12) or greater; (g) no metal, fiberglass or similar type material awnings or patio covers will be permitted in Laurelwood; (h) no above-ground swimming pools, except portable kiddie pools that are removed from the exterior of the Residence and stored in an enclosed garage or Residence, will be permitted on any Lot in Laurelwood; (i) the original exterior color of a Residence in Laurelwood shall not be changed without the express prior written approval of the Laurelwood Committee; (j) any repairs or replacements to the exterior of the Residence shall be made with comparable materials of the same texture, color and style unless the Owner first

obtains the written approval of the Laurelwood Committee whose decision shall be conclusive and binding on all parties.

Section 4.13 Submission of Documents. No Residence. Building or other permanent structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by The Laurelwood Committee 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. Approval or disapproval as required in these covenants by The Laurelwood Committee shall be in writing. In the Laurelwood Committee fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 5 Restrictions on the Use of the Real Estate. In order to preserve the character of Laurelwood and to protect the property values therein and without intending to limit the generality of the foregoing provisions, the following protective covenants and restrictions are imposed as a common scheme upon Laurelwood and shall be applicable to each Lot and to each Residence constructed in Laurelwood, Phase II:

Section 5.J Maintenance of Lots and Improvements. The Owner of any Lot in Laurelwood shall at all times maintain the Lot and his Residence, Building or other structures thereon in accordance with the contribution and maintenance obligations set forth in the covenants, Building or other structures located on adjoining lots shall be periodically inspected and shall