

**Declaration Of Covenants, Conditions and Restrictions
Of
Olde Mill at Winslow Farm**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this ____ day of _____, 1993, by Wininger/Stolberg Group - Olde Mill, Inc., an Indiana business corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant desires to preserve the character of Olde Mill 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; 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 Olde Mill. "Olde Mill" means the Real Estate described in Exhibit "A", as platted.

Section 1.2 Olde Mill Committee. "Olde Mill Committee" means the Olde Mill Architectural Control Committee which shall be constituted and governed as set out in Section 7 hereof.

Section 1.3 Olde Mill Residence. "Olde Mill Residence" means a detached single-family dwelling constructed upon a Lot in Olde Mill.

Section 1.4 Building. "Building" means all structures erected within Olde Mill including Residences, garages, outbuildings or enclosed structures of any kind.

Section 1.5 Builder. "Builder" means the person, firm or entity (including the Developer) constructing the first Residence on each Lot.

Section 1.6 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 1.7 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 Olde Mill, the lands adjoining Olde Mill, and the public drainage system.

Section 1.8 Developer. "Developer" means Wininger/Stolberg Group - Olde Mill, Inc., an Indiana business corporation, and any successor or assignee of its interest in all or part of Olde Mill 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 1.9 Lot. "Lot" means one of the numbered lots 1 through _____, as shown on the Plat of Olde Mill.

Section 1.10 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 1.11 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 entireties 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 1.12 Plat. "Plat" means the plat of Olde Mill, an addition to the City of Bloomington, Indiana as recorded in the Office of the Monroe County Recorder, Bloomington, Indiana.

Section 1.13 Sewer Easements. "Sewer Easements" mean the easements labelled "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 1.14 Winslow Farm Declaration. "Winslow Farm Declaration" means the Declaration of Covenants, Conditions and Restrictions of Winslow Farm, dated September 9, 1992, 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 1.15 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 1.16 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 "Olde Mill at Winslow Farm", an addition to the City of Bloomington, Indiana.

Section 2.2 Residential Development. Olde Mill is a single-family residential development and each Olde Mill 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 Olde Mill. No business activity or business shall be carried on or conducted from any Residence. Leasing of a Olde Mill Residence for residential purposes shall not be considered a business or business activity.

Section 2.3 Governmental Restrictions. All Lots and Olde Mill 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 Olde Mill 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. Olde Mill will contain _____ () Lots. 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 Olde Mill are hereby dedicated to the public.

Section 3.4 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 Olde Mill Residence shall be constructed on any Lot.

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

4.2.1 One-story residences shall have a finished ground floor area of not less than 1,272 square feet above finished grade.

4.2.2 Two-story residences and one and one-half story residences shall have a finished ground floor area of not less than 679 square feet above finished grade and a total finished area of not less than 1,336 square feet above finished grade.

4.2.3 Split-level residences shall have a total finished area of not less than 1616 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 Olde Mill Committee upon application in writing by any Lot Owner. No waiver will be valid until it is properly signed by a representative of the Olde Mill Committee and placed of record in the Office of the Recorder of Monroe County, Indiana.

Section 4.3 Maximum Height. No Olde Mill 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 Olde Mill Residence located on any Lot within Olde Mill, there will be constructed an enclosed garage for the off-street parking of at least two (2) Vehicles. Every Olde Mill Residence shall have a driveway with a minimum width of ten (10) 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 Olde Mill Residence or garage to the street. All driveways shall be paved with either concrete or hot mixed bituminous asphalt material.

Section 4.6 Setback. No Olde Mill 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 an Olde Mill Residence; provided, however, that this provision shall not be construed to permit any portion of an Olde Mill Residence on a Lot to encroach upon any other Lot in Olde Mill.

Section 4.7 Prohibited Building Styles. No bi-level residences will be constructed on any Lot within Olde Mill. Modular construction or modular homes will not be permitted upon any Lot in Olde Mill. 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 Olde Mill including any Olde Mill Residence except for solar systems that were incorporated 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 Olde Mill 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 Olde Mill.

Section 4.10 Lot Access. All Lots shall be accessed from the interior streets of Olde Mill. No direct access to Lots shall be permitted from Winslow Farm Road.

Section 4.11 Light Fixtures, Mailboxes, Etc. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within Olde Mill, any light fixture, basketball goal or similar structure must be approved by the Olde Mill Committee as to size, location, height and composition before it may be installed. Mailboxes shall be constructed in accordance with plans supplied by the Olde Mill Committee and no Owner will change the style or color of his mailbox without the prior written approval of the Olde Mill Committee.

Section 4.12 Exterior Construction. The following requirements shall be applicable unless the Olde Mill Committee shall approve otherwise: (a) all utility facilities in Olde Mill will be underground; (b) whenever possible, all utility meters and HVAC units in Olde Mill will be located in places unseen or screened from the front of the Olde Mill Residences; (c) no outside fuel storage tanks will be permitted above ground and no gasoline storage will be permitted above or below ground in Olde Mill; (d) all windows in Olde Mill will be factory or on the job painted; no raw aluminum windows will be permitted; (e) all gutters and downspouts in Olde Mill will be factory or on the job painted; (f) all roof pitches of Olde Mill 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 Olde Mill; (h) no above-ground swimming pools will be permitted on any Lot in Olde Mill.

Section 4.13 Submission of Documents. No Olde Mill 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 Olde Mill 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 Olde Mill Committee shall be in writing. In the event the Olde Mill 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 Olde Mill 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 Olde Mill and shall be applicable to each Lot and to each Olde Mill Residence:

Section 5.1 Maintenance of Lots and Improvements. The Owner of any Lot in Olde Mill shall at all times maintain the Lot and his Olde Mill Residence, Building or other structure situated thereon in such a manner as to prevent the Lot, Olde Mill Residence, Building or other structure from becoming unsightly and, specifically, such Owner shall:

5.1.1 Mow the Lot at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and weeds and exercise good husbandry with respect to all landscaping located thereon.

5.1.2 Remove all debris or rubbish.

5.1.3 Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of Olde Mill.

5.1.4 Cut down and remove dead trees.

5.1.5 Keep the exterior of the Olde Mill Residence, Buildings and other structures in such a state of repair or maintenance as to avoid their becoming unsightly.

5.1.6 Maintain the tree plot and landscaping between the sidewalk and any public street adjacent to the Owner's Lot.

5.1.7 Maintain the landscaping and tree plot, if any, between the Owner's Lot and the curb of any public street adjacent to the Owner's Lot.

Reference is hereby made to the terms and provisions of Winslow Farm Declaration which requires the Community Association to maintain signage within Winslow Farm. Each Owner of any Lot upon which any such signs or landscaping are located grants a perpetual appurtenant easement to the Community Association to repair, replace and maintain any entrance signage located on any Lot in Olde Mill.

Section 5.2 Subdivision of a Lot. There shall be no subdivision of any Lot within Olde Mill nor any sale thereof in parcels except that a portion of a Lot may be sold to an adjoining Lot Owner if no new Lot is created and if the transferor obtains the prior written approval of the Olde Mill Committee. The setback requirements set out in Section 4.6 cannot be waived.

Section 5.3 Winslow Farm Declaration. Each Owner of a Lot in Olde Mill is expressly subject to the additional restrictions applicable to all Owners in Winslow Farm contained in the Winslow Farm Declaration which is incorporated herein by this reference.

Section 6 Enforcement. The provisions of Sections 4 and 5 hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of Olde Mill. In the event that any Owner fails to fully observe and perform the obligations set forth in this Declaration, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Olde Mill Committee, any Owner of any Lot within Olde Mill shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Olde Mill Committee shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Olde Mill Committee. The failure or forbearance by the Olde Mill Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the covenants or restrictions contained in this Declaration cannot be adequately remedied by an action at law and that injunctive relief is appropriate. All costs incurred by the Olde Mill Committee in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure, including attorney's fees shall be payable by the defaulting Owner upon demand by the Olde Mill Committee, and shall immediately become a lien against his Lot. The rights in the Owners and the Olde Mill Committee under this section shall be in addition to all other enforcement rights hereunder or at law or in equity.

Section 7 Olde Mill Committee.

Section 7.1 Powers of Olde Mill Committee.

7.1.1 **In General.** In order to preserve the natural quality and aesthetic appearance of the existing geographic area, no Olde Mill Residence, Building or improvement of any type or kind shall be repainted, constructed or placed on any Lot in Olde Mill and no existing trees shall be removed, without the prior written approval of the Olde Mill Committee. Such approval shall be obtained only after written application has been made to the Olde Mill Committee by the Owner of the Lot requesting authorization from the Olde Mill Committee. Such written application shall be in the manner and form prescribed from time to time by the Olde Mill Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any

such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Olde Mill Committee may require. All plans and drawings required to be submitted to the Olde Mill Committee shall be drawn to a scale of one inch (1") equals ten feet (10'), or to such other scale as the Olde Mill Committee may require. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by either a registered land surveyor, engineer or architect. Plat plans submitted for Improvement Location Permit shall bear the stamp or signature of the Olde Mill Committee acknowledging the approval thereof.

7.1.2 Power of Disapproval. The Olde Mill Committee may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement when:

(a) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of this Declaration or the Winslow Farm Declaration.

(b) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent Olde Mill Residences or structures; or

(c) the proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Olde Mill Committee, be contrary to the interests, welfare or rights of all or any part of the other Owners.

7.1.3 Developer Improvements. The Olde Mill Committee shall have no powers with respect to any improvements or structures erected or constructed by the Developer (or any Builder if Developer has approved the plans therefor).

Section 7.2 Duties of Olde Mill Committee. The Olde Mill Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Olde Mill Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

Section 7.3 Liability of Olde Mill Committee. Neither the Olde Mill Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 7.4 Inspection. The Olde Mill Committee may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations.

Section 7.5 Membership. The Olde Mill Committee shall consist of members designated by the Developer until the sooner of: (1) completion of an Olde Mill Residence on each Lot in Olde Mill; or (2) passage of control by Developer to Owners by virtue of a written document in recordable form. After a completed Residence is constructed on every Lot in Olde Mill, the Olde Mill Committee shall consist of three (3) Owners selected from time to time through the written approval of at least 66-2/3 percent of all Owners in Olde Mill. Membership on the Olde Mill Committee may be changed and vacancies shall be filled from time to time upon the written approval of at least 66-2/3 percent of all the Owners in Olde Mill; provided, however, that in the event of a vacancy on the Olde Mill Committee, the remaining (2) Olde Mill Committee members may appoint an Owner to the Olde Mill Committee to serve until the requisite percentage of Owners, as aforesaid, shall otherwise appoint an Owner to fill such vacancy.

Section 7.6 Approvals. Approvals, determinations, permissions or consent required herein shall be deemed given if they are given in writing signed with respect to the Olde Mill Committee by two members thereof (except during such time that the Developer controls this Olde Mill Committee, in which event the written approval of an authorized officer or agent of Developer shall suffice).

Section 8 Community Association.

8.1 Membership. The Community Association shall provide for the maintenance and repair, replacement, administration and operation of the Community Area, and will perform such other functions as may be designated to it. Each Owner of an Olde Mill Residence shall automatically be a Class A member of the Community Association, but membership shall terminate when such person ceases to own an Olde Mill Residence, and will be transferred to the new Owner; provided, however, any person who holds the interest of an Owner in an Olde Mill Residence merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Class A member of the Community Association.

8.2 Community Association Governance. The Community Association shall be governed by the Community Board of Directors elected in accordance with the procedures set forth in the Winslow Farm Declaration.

8.3 Community Maintenance Areas. The Community Association shall maintain the entrance signage and landscaping; ponds; paths to Winslow Woods; and, right-of-way landscaping as more specifically described in the Winslow Farm Declaration.

8.4 Regular Assessments and Special Assessments. Each Owner of a Lot in Olde Mill will pay the Regular Assessments and Special Assessments levied by the Community Association when due. No Owner may exempt himself for liability by waiving his right to use the Community Maintenance Areas or by refusing to participate in the meetings of the Community Association.

Section 9 Rights of Mortgagees. Except to the extent otherwise provided herein, no breach of these Restrictions shall defeat or render invalid the lien of any mortgage now existing or hereafter executed upon any portion of Olde Mill; provided, however, that if all or any portion of Olde Mill is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. Notwithstanding any other provision of this Declaration, neither the Developer, the Owners nor the Olde Mill Committee shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of Olde Mill at the time of such amendment.

Section 10 General Provisions.

Section 10.1 Duration. This Declaration shall be perpetual, run with and bind all the real estate subjected to this Declaration and shall inure to the benefit of and be enforceable by the Developer, its respective successors, assigns, heirs, executors, administrators, and personal representative, with the following exception:

The covenants and restrictions set forth in Sections 4 and 5 shall have an initial term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder or Monroe County, Indiana. At the end of this period, such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless at least two-thirds (2/3) of all Olde Mill Residence Owners, at the time of the expiration of the initial period or any extension period, shall sign an instrument, or instruments (which may be in counterparts) in which they shall agree to terminate any or all of said covenants and restrictions in any manner as may be provided by law; however, no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Residence Owner in all phases of Olde Mill at least ninety (90) days in advance of