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

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 10th 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.

RECORDED
A.M. 10:45 P.M.
OCT 20 1994
RECORDER MONROE CO., IN

- 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 Winger/Stolberg Communities LLC, an Indiana limited liability company, and any

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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

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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

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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,

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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

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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 I:

Section 5.1 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 structure situated thereon in a first-class condition and in such a manner as to prevent the Lot, the Residence, Building or other structure from becoming unsightly and, specifically, such Owner shall:

- 5.1.1 Mow the Lot and any adjoining tree plot or adjoining portions of the public right-of-way at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and weeds; fertilize the grass and other landscaping materials as necessary to foster growth; water all grass and landscaping materials to prevent them from becoming unsightly; remove all weeds from the Lot and adjoining tree plot and public right of ways; and exercise good husbandry with respect to all landscaping located thereon.
- 5.1.2 Remove all debris or rubbish from the Owner's Lot or any adjoining areas owned by the public.
- 5.1.3 Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of Laurelwood.
- 5.1.4 Cut down and remove dead trees or portions of trees.
- 5.1.5 Keep the exterior of the Residence, Buildings and other structures in such a state of repair or maintenance as to avoid their becoming unsightly.
- 5.1.6 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.

Section 5.2 Additional Use Restrictions.

- 5.2.1 No Owner shall install or maintain any satellite dish upon the Owner's Lot, Residence or any portion of Laurelwood. Notwithstanding the foregoing, the Owner, after obtaining the prior written consent of

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the Laurelwood Committee, may install a ground mounted transponder not more than eighteen inches (18") in diameter which is designed to receive signals from the digital broadcast system (DBS). No installation shall be made in any easements, public right-of-ways or tree plots. The Laurelwood Committee, prior to installation of any such DBS system, must approve the location and all landscaping proposed by Owner to screen the transponder from view. The Laurelwood Committee shall have the right to approve any request with specific conditions as to location, mounting or landscaping or to deny any request as the Laurelwood Committee deems to be in the best interests of the Owners. Any decision by the Laurelwood Committee shall be final, unappealable and conclusive.

- 5.2.2 No Vehicles shall be parked on the public streets in Laurelwood overnight.
- 5.2.3 No: (a) commercial Vehicles of any kind; (b) horse trailers (motorized or non-motorized); (c) recreational Vehicles; (d) boats and jet-skis; (e) trailers; (f) campers; (g) farm equipment; (h) disabled or abandoned Vehicles; (i) house trailers; (j) off-road Vehicles (including snowmobiles, dirt bikes and unlicensed Vehicles designed primarily for off-road use); or, (k) Vehicles of any kind which exceed nineteen feet (19') in length shall be parked or allowed to remain in Laurelwood (including but not limited to any public street, Lot, driveway, sidewalk, public right-of-way); provided, the above-listed items may be kept in the Residence's enclosed garage with the garage door closed if the above-listed item can be stored in the garage out of view to any member of the public or any other Owner of a Lot in Laurelwood.
- 5.2.4 No exterior clotheslines of any kind will be permitted on any Lot in Laurelwood.
- 5.2.5 No exterior dog houses or pet houses of any kind shall be erected or maintained on any Lot In

Laurelwood and no tethers or stakes shall be used to contain pets out of doors. No persons shall tie a chain, rope or tether to a tree in Laurelwood to attempt to contain a pet.

5.2.6 No flags, banners, signs, or other displays shall be regularly or permanently displayed in Laurelwood; however, the display of flags, banners or other displays for a period not to exceed forty-eight (48) hours shall be permitted.

5.2.7 No illuminated decorations of any kind shall be displayed in Laurelwood on any Residence, Lot or public right-of-way except from Thanksgiving Day until immediately following January 8th. Holiday decorations shall be limited in size and number so as not to create traffic hazards within Laurelwood.

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 are located grants a perpetual appurtenant easement to the Community Association to repair, replace and maintain any entrance signage located on any Lot in Laurelwood.

Section 5.3 Subdivision of a Lot. There shall be no subdivision of any Lot within Laurelwood, Phase I 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 Laurelwood Committee. The setback requirements set out in Section 4.6 cannot be waived.

Section 5.4 Winslow Farm Declaration. Each Owner of a Lot in Laurelwood 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 Laurelwood. If 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 ten (10) days after written notice of the same is given by The Laurelwood Committee, any Owner of any Lot within Laurelwood 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 of such failure,

to any property outside of such defaulting Owner's Lot or to any person, The Laurelwood 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 Laurelwood Committee. The failure or forbearance by The Laurelwood 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 Laurelwood 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 Laurelwood Committee, and shall immediately become a lien against his Lot. The rights in the Owners and The Laurelwood Committee under this section shall be in addition to all other enforcement rights hereunder or at law or in equity.

Section 7 The Laurelwood Committee.

Section 7.1 Powers of The Laurelwood Committee.

7.1.1 **In General.** In order to preserve the natural quality and aesthetic appearance of the existing geographic area, no Residence, Building or improvement of any type or kind shall be repainted, constructed or placed on any Lot in Laurelwood and no existing trees shall be removed, without the prior written approval of The Laurelwood Committee. Such approval shall be obtained only after written application has been made to The Laurelwood Committee by the Owner of the Lot requesting authorization from The Laurelwood Committee. Such written application shall be in the manner and form prescribed from time to time by The Laurelwood 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 Laurelwood Committee may require. All plans and drawings required to be submitted to The Laurelwood Committee shall be drawn to a scale of one inch (1") equals ten feet (10'), or to such other scale as The Laurelwood 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 Laurelwood Committee acknowledging the approval thereof.

7.1.2 Power of Disapproval. The Laurelwood 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 the Residences or structures; or

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

7.1.3 Developer Improvements. The Laurelwood 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 The Laurelwood Committee. The Laurelwood 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 Laurelwood Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event

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that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

Section 7.3 **Liability of The Laurelwood Committee.** Neither The Laurelwood 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 Laurelwood Committee may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations.

Section 7.5 **Membership.** The Laurelwood Committee shall consist of members designated by the Developer until the passage of control by Developer to Owners by virtue of a written document in recordable form after Laurelwood has been completely developed. After a completed Residence is constructed on every Lot in Laurelwood and the Developer has passed control to the Owners, The Laurelwood 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 Laurelwood, including any additional phases of Laurelwood, if any, made subject to this or any similar Declaration. Membership on The Laurelwood 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 Laurelwood; provided, however, that in the event of a vacancy on The Laurelwood Committee, the remaining (2) members of The Laurelwood Committee may appoint an Owner to The Laurelwood 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 Laurelwood Committee by two members thereof (except during such time that the Developer controls The Laurelwood Committee, in which event the written approval of an authorized officer or agent of Developer shall suffice).

Section 8 Community Association.

Section 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 a Residence shall automatically be a Class A member of the Community Association, but membership shall terminate when such person ceases to own a Residence, and will be transferred to the new Owner; provided, however, any person who holds the interest of an Owner in a 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.

Section 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.

Section 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.

Section 8.4 Regular Assessments and Special Assessments. Each Owner of a Lot in Laurelwood 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 Laurelwood; provided, however, that if all or any portion of Laurelwood 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 Laurelwood Committee shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding,

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insuring, or guaranteeing any mortgage on all or any portion of Laurelwood, Phase I at the time of such amendment.

Section 10 Annexation of Additional Real Estate.

In addition to the Real Estate, Declarant is the fee simple owner of additional real estate located contiguous to the Real Estate.

At any time, Declarant without the consent of the Owners may, but is not obligated to develop the additional real estate or any part thereof, in substantially the same manner as the real estate subjected to this Declaration of Laurelwood, Phase I and file one or more Supplemental Declarations and Plats for such additional real estate or part thereof as it desires.

If any real estate is platted in a manner similar to Laurelwood, Phase I by execution of a Supplemental Declaration, the Owners of such Lots in the additional real estate or part thereof, shall have the same rights and obligations as the Owners herein, and the Community Association shall have the same jurisdiction and authority over such additional real estate or part thereof as its authority and jurisdiction herein.

If Declarant decides not to develop or plat the additional real estate or any part of it in a manner similar to Laurelwood, Phase I, Declarant shall be free to develop the additional real estate in any manner acceptable to Declarant, subject to applicable zoning and planning ordinances.

Regardless of the method of development of the additional real estate, and whether or not all or any part of the additional real estate comes within the jurisdiction of the Community Association, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the additional real estate the non-exclusive right and easement to enter upon the streets and Common Areas of Laurelwood, Phase I to provide ingress and egress to the additional real estate.

Declarant hereby grants to the Owners in Laurelwood, Phase I the right and easement to enter upon any improved streets and roadways dedicated to public use that may exist in the additional real estate to provide ingress and egress to Laurelwood, Phase I.

It is the purpose and intent of the easements herein granted and reserved, to provide free and unrestricted use and access across the roadways and streets of the Real Estate and additional real estate for the Owners of the Lots and additional real estate, their guests, invitees, and all public and quasi public vehicles, including but not limited to, police, fire and emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles.

The assessment which the Owner of each Lot in the additional real estate or part thereof, voluntarily subjected by Supplemental Declaration to the jurisdiction of the Community Association, shall be obligated to pay shall be equal to that paid by any Owner herein and shall

commence on the date of conveyance of such Lot by Declarant. No assessment on any Lot in the additional real estate shall be due until the earlier of the date: (1) such Lot has been conveyed by Declarant; or, (2) the Residence thereon is occupied by someone other than a representative of Declarant.

Section 11 General Provisions.

Section 11.1 Duration. This Declaration shall be perpetual, run with and bind all the Real Estate and shall inure to the benefit of and be enforceable by the Developer, its respective successors and assigns 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 Owners of Residences which have been subjected to the provisions of this Declaration for Laurelwood, Phase I, 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 Laurelwood at least ninety (90) days in advance of the action taken in authorizing said agreement, and, in any event, any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement.

Section 11.2 Amendment of Declaration. Except as otherwise provided herein, amendments to this Declaration shall be proposed and adopted in the following manner:

- 11.2.1 Notice of the subject matter of the proposed amendment shall be given to each Owner of a Residence. Any proposed amendment to this Declaration must be approved by not less than seventy-five percent (75%) of the Residence Owners. Each amendment to the Declaration shall be executed by the Residence Owners casting votes in favor of the amendment and shall be recorded in the office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until so recorded.
- 11.2.2 Notwithstanding the foregoing or anything elsewhere contained in this Declaration, Developer shall have the

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right acting alone and without the consent or approval of the Owners, Builders or any other person, to amend or supplement this Declaration from time to time if such amendment or supplement is required to: (a) provide utility service to any Lot; or, (b) to bring this Declaration into compliance with any statutory requirements; or, (c) to correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment thereto; or, (d) to more effectively or efficiently develop or market the Lots or Residences as determined by Developer, in the exercise of Developer's sole discretion.

Section 11.3 Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Owner at the last known post office address of the person who appears as Owner in the records of the Monroe County Auditor's Office. Valid notice may also be given to an Owner by (i) personal delivery to any occupant of his Residence over fourteen (14) years of age; or, (ii) by affixing said notice to or sliding same under the front door of his Residence.

Section 11.4 Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall not in any manner affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

Section 11.5 Rule Against Perpetuities. If any provision of this Declaration shall be interpreted to constitute a violation of the rule against perpetuities, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the persons signing the Declaration on behalf of Developer plus twenty-one (21) years thereafter.

Section 11.6 Gender and Number. Whenever the context of this Declaration so requires, the use of the masculine gender shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa. No pronoun usage shall be deemed to exclude a reference to an institutional,

corporate, partnership, or any other type of business entity. The underlined titles are for convenience of reference only and shall not be used as an aid in construing the provisions hereof.

IN WITNESS WHEREOF, the undersigned hereby certify that they are all the members of the Declarant and that they have been empowered by the terms of the *Operating Agreement* to execute and deliver this Declaration as the act of Declarant.

WININGER/STOLBERG COMMUNITIES, LLC

Winger/Stolberg HC, Inc.
Member

H. Timothy Winger Sr.
By: H. Timothy Winger, Sr.
Its: President

Eric C. Stolberg
By: Eric C. Stolberg, Member

H. Timothy Winger Sr.
By: H. Timothy Winger, Sr., Member

Timothy H. Winger Jr.
By: Timothy H. Winger, Jr., Member

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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H. Timothy Winger, Sr., President of Winger/Stolberg HC, Inc, a member of Winger Stolberg Communities, LLC, personally appeared before me, a Notary Public, in and for said County and State on the 10 day of October, 1994, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Laurelwood at Winslow Farm, Phase I.

My Commission expires: 02/26/96
County of Residence: Monroe

Jennifer Holubec
Notary Public
Jennifer Holubec
Name Printed



STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Eric C. Stolberg, a member of Winger/Stolberg Communities, LLC, personally appeared before me, a Notary Public, in and for said County and State on the 10 day of October, 1994, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Laurelwood at Winslow Farm, Phase I.

My Commission expires: 02/26/96
County of Residence: Monroe

Jennifer Holubec
Notary Public
Jennifer Holubec
Name Printed



STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Timothy H. Winger, Jr., a member of Winger/Stolberg Communities, LLC, personally appeared before me, a Notary Public, in and for said County and State on the 10 day of October, 1994, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Laurelwood at Winslow Farm, Phase I.

My Commission expires: 02/26/96
County of Residence: Monroe

Jennifer Holubec
Notary Public
Jennifer Holubec
Name Printed



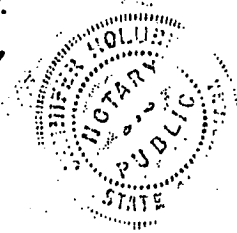
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

229 242

H. Timothy Winger, Sr., a member of Winger/Stolberg Communities, LLC, personally appeared before me, a Notary Public, in and for said County and State on the 10 day of October, 1994, and acknowledged the execution of the foregoing *Declaration of Covenants, Conditions and Restrictions of Laurelwood at Winslow Farm, Phase I.*

My Commission expires: 02/26/96
County of Residence: Monroe

Jennifer Holubec
Notary Public
Jennifer Holubec
Name Printed



This Instrument Prepared By: James F. Bohrer, Mallor Clendening Grodner & Bohrer, 511 Woodscrest Drive, Post Office Box 5787, Bloomington, IN 47407-5787 (812) 336-0200.

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EXHIBIT "A"

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**DESCRIPTION FOR
LAURELWOOD AT WINSLOW FARM, PHASE I
JOB NUMBER 2006S**

A part of the Northwest Quarter of the Southeast Quarter of Section 9, Township 8 North, Range 1 West, Monroe County, Indiana, and being more particularly described as follows:

COMMENCING at a rebar found at the northwest corner of said quarter quarter section; thence NORTH 89 degrees 27 minutes 29 seconds East 1324.74 feet along the north line of said quarter quarter section to a 5/8" rebar set at the northeast corner of said quarter quarter section; thence SOUTH 00 degrees 57 minutes 35 seconds East 818.09 feet along the east line of said quarter quarter section; thence SOUTH 88 degrees 00 minutes 08 seconds West 0.86 feet; thence 169.60 feet along a 404.31 foot radius tangent curve to the right whose chord bears NORTH 79 degrees 30 minutes 13 seconds West 168.36 feet; thence NORTH 67 degrees 29 minutes 09 seconds West 143.21 feet to the POINT OF BEGINNING; thence SOUTH 22 degrees 30 minutes 48 seconds West 117.70 feet; thence SOUTH 36 degrees 16 minutes 00 seconds West 86.21 feet; thence SOUTH 70 degrees 45 minutes 37 seconds West 81.88 feet; thence NORTH 89 degrees 27 minutes 00 seconds East 341.30 feet; thence NORTH 19 degrees 14 minutes 40 seconds East 252.84 feet; thence NORTH 12 degrees 23 minutes 41 seconds East 273.27 feet; thence 88.52 feet along a 225.00 foot radius non-tangent curve to the right whose chord bears SOUTH 41 degrees 54 minutes 00 seconds East 87.95 feet; thence SOUTH 41 degrees 54 minutes 00 seconds East 87.95 feet; thence SOUTH 30 degrees 37 minutes 52 seconds East 103.14 feet; thence 164.03 feet along a 255.00 foot radius tangent curve to the left whose chord bears SOUTH 49 degrees 03 minutes 30 seconds East 161.21 feet; thence SOUTH 67 degrees 29 minutes 12 seconds East 143.21 feet to the Point of Beginning, containing 3.07 acres, more or less.