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DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS,
RESTRICTIONS, EASEMENT AND ASSESSMENTS OF WAKE ROBIN
ESTATES III, PHASE I, AND SUBSEQUENT SECTIONS THERETO
TIPPECANOE CO., INDIANA

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DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

MAR 12 2014

Jennifer Weston

AUDITOR OF TIPPECANOE CO.

**DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS,
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ESTATES III, PHASE I, AND SUBSEQUENT SECTIONS THERETO
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DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS, RESTRICTIONS,
EASEMENT AND ASSESSMENTS
OF WAKE ROBIN ESTATES III, PHASE I, TIPPECANOE CO.
WEST LAFAYETTE, INDIANA

THIS DECLARATION of Covenants, Conditions, Commitments, Restrictions, Easements, and Assessments, hereinafter referred to as the "Declaration" or the "Covenants," is made this 17th day of JANUARY, 2014 by SRSRE, LLC an Indiana Limited Liability Company, hereinafter referred to as "Declarant" or Developer.

WITNESSETH:

WHEREAS, Declarant is the owner of a certain real property, hereinafter referred to as the "Real Estate/Development," as described in Exhibit "A" attached hereto and by reference is made a part hereof:

WHEREAS, Declarant hereby subdivides a portion of said Real Estate into single-family lots known and designates said subdivision as "WAKE ROBIN ESTATES III, PHASE I, hereinafter referred to as the "Subdivision", as per plat thereof recorded on the 12 day of March, 2014, under Instrument No 20141400 3703, Plat Cabinet 9, Slide 125, in the records of the Office of the Recorder of Tippecanoe County, Indiana, and by reference made a part hereof: and

WHEREAS, Declarant establishes a system of assessments and charges, hereinafter referred to as the "Assessments," to be borne by Lot Owners (hereinafter referred to as "Owners") of the Development, to provide for maintenance of the Common Property in the Development, for insurance coverage, and for mutual enforcement of the Covenants: and

NOW, THEREFORE, Declarant hereby affirms that the Real Estate described in Exhibit "A" attached hereto and by reference made a part hereof shall be held, subdivided, sold and conveyed subject to the following Covenants which purport to protect the value and desirability of the Development, and which shall run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITION

A. The following are the definitions of terms used in the Declaration:

1. **"Assessment"** shall mean that share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of Article IV herein.
2. **"Association"** shall mean The Wakerobin Estates II Homeowners' Association, Inc. or an organization of similar name, its successors and assigns, and has been created as an Indiana not-for-profit corporation. Its membership shall consist of Owners who pay mandatory assessments for liability insurance, project sign maintenance, storm water detention area maintenance, maintenance of landscaped areas in landscape easements, management fees and other expenses as determined by the Association.
3. **"Builder"** shall mean the contractor(s) constructing the first residence on each Lot, which may be the Developer for one or more Lots.
4. **"Committee"** shall mean The Wake Robin Estates III, Phase I & II Development Control Committee composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause as long as Developer owns one (1) lot. Developer by appointment shall fill vacancies which may occur from time to time on the committee until such time as the Subdivision is completely developed, at which time the Association shall appoint the Committee from its membership.
5. **"Common Expenses"** shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of the Common Property as hereinafter defined and including, but not limited to, the maintenance of the storm water detention areas, but excluding normal mowing and cleaning of such areas, etc, and any other costs or expenses incurred by the Association for the benefit of the Common Property, including the cost of insurance as required herein. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation and completion of streets, utility lines and mains, the drainage system, or other public improvements constructed by Developer.
6. **"Common Property/Common Area"** shall mean all real and personal property which is in the nature of common or public improvements, including but not limited to private landscape easement areas (entrance landscaping and signage), easements for detention/retention pond(s), recreation area and equipment, and common property.

It is anticipated all future sections may have certain additional amenities.

On Outlot A, B, & C, there are stormwater easements.

Any medians within the public rights-of-way shall be Common Area and shall be maintained by the Association as such.

7. **"Dwelling Unit"** shall mean a single-family residence, including attached garage, situated upon a Lot in the Development.
8. **"Lot"** shall mean any residential parcel of Real Estate identified by number and as shown on the Plat of the Development which is recorded in the Office of the Recorder of Tippecanoe County, Indiana. No Lot may be subsequently subdivided for development purposes, except to adjust for minor side yard infractions which may occur.
9. **"Owner"** shall mean a person who acquires any right, title or interest, legal or equitable, in and to a Lot, but shall exclude those persons having such interest merely as security for the performance of an obligation.
10. **"Plat"** shall mean the subdivision plat of the Development identified as the Final Plat of The Wake Robin Estates III Phase I, recorded on the _____ day of November 2013, under Instrument Number 20141400 3703 in the Office of the Recorder of Tippecanoe County, Indiana, and any Plat of subsequent Phases recorded thereafter.

ARTICLE II CHARACTER OF THE DEVELOPMENT

- A. **In General:** Each Lot in the Development shall be a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any Lot except a Dwelling Unit. No business buildings may be erected on any Lots thereof. No business may be conducted on any Lots thereof, other than those occupations permitted in the Unified Zoning Ordinance of Tippecanoe County, Indiana.

Outlot A, B, C is a non-residential Lot: the purpose of Outlot A, B, C, is for storm drainage retention. Ownership is to be deeded to the Homeowners Association.

- B. **Other Restrictions:** All Lots in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

ARTICLE III

RESTRICTIONS CONCERNING SIZE, PLACEMENT, AND MAINTENANCE OF DWELLING UNITS AND OTHER STRUCTURES

- A. **Type, Size, and Nature of Construction Permitted and Approvals Required:** No Dwelling Unit, greenhouse, porch, garage, swimming pool, exterior structure, fences, basketball court, tennis court or other recreational facility may be erected, placed or altered on any Lot without the prior written approval of the Committee. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior façade, design, layout, location, landscaping and finished grade elevations. Builders may submit sets of Master Plans of typical homes to the Committee. When approved by the Committee, these Master Plans shall not require subsequent approval unless there are changes thereto.
1. **Minimum Areas:** The following restrictions shall apply: Any Dwelling Unit erected, place, or altered shall have the following minimum areas, exclusive of garages and open porches:
 - a. 1,500 square feet of main floor area for a one-story dwelling unit; or
 - b. 900 square feet of main floor area if higher than on-story; any dwelling unit higher than one story having a minimum 2,000 square feet of finished living space.
 2. **Masonry Requirement:** The front elevation of all homes shall be a minimum of fifty percent (50%) masonry of the first floor exterior wall area, exclusive of doors, windows, gables, and garage doors. Side elevation of all homes on corner lots have a minimum masonry requirement on the side facing the street of three feet (3') side masonry.

A waiver of this requirement may be allowed by Wake Robin Estates III Development Committee on any two-story dwelling.

3. Attached Garages: Each Dwelling Unit shall have a minimum of a two-car attached garage and a maximum of Three (3) car attached garage. No detached garages or carports shall be permitted.
4. Driveways and Off-Street Parking Spaces: There shall be a minimum of two (2) off street parking spaces in each driveway. All driveways shall be constructed of concrete or asphalt material.

A driveway shall not exceed in width the side boundaries of the garage it serves by more than twelve (12) inches.

A driveway must be a minimum width of no less than the interior width of the garage door or doors it serves.

Side entry garages are permitted, provided that the entry side of the garage meets the width requirements immediately preceding.

Any other driveway design requires the approval of both Committee and Governmental Authorities and must be submitted with site plan.

No additional parking shall be permitted on a Lot other than in the existing driveway.

Builders shall install driveways during original construction of the Dwelling Units.

No inoperative or unlicensed vehicles shall be stored or repaired on the outside on any Lot or on the driveway thereof. No camper, trailer, motor home, mobile home, boat, truck, school bus or other vehicle of like kind may be parked within the subdivision unless such vehicle is kept in the garage, except for personal automobiles, vans, and pick-up trucks. Also, refer to Article V, D.

5. Prohibition of Relocated or Moveable Structures: No Dwelling Unit, garage, out building or other structure of any kind may be moved onto any Lot. No trailer, mobile home, tent, basement, shack, garage, motor home, barn or other structure may be placed or constructed on any Lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a Dwelling Unit on a Lot.

6. Time Limits on Construction: The exterior of every Dwelling Unit, garage, or other structure permitted to be constructed or to remain on any Lot shall be completed with six (6) months from the start of construction, including the application of at least one (1) coat of paint, stain or varnish on any exterior wood surfaces.

All structures must be One Hundred Percent (100%) complete, and the site graded, sodded, or seeded and reasonably landscaped within one (1) year from the date of the commencement of construction thereof.

7. Maintenance of Lots During Construction: All Lots shall be kept and maintained in a sightly and orderly manner during the period of construction of any structures on said Lots. No trash or rubbish of any kind shall be permitted to accumulate on any Lot or adjacent Lots. Construction debris shall be placed in dumpsters or wire/plastic trash enclosures which shall be placed on the Lots and not on the streets. The streets shall be kept clear of mud and dirt from water runoff and excavation.

8. Basketball Goals and Similar Structures: To preserve the natural quality and aesthetic appearance of the Development, basketball goals or similar structures shall be approved in writing by the Committee for size, location, height, composition, and color prior to installation.

- A. No goal or structure may be installed or maintained such that playing basketball occurs in the street.

No portable goals shall be approved.

Backboards of all basketball goals shall be translucent fiberglass with a black pole (or approved equal). The Committee reserves the right to approve or disapprove the location of all basketball goals.

- B. Play equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth less than twenty-four (24) inches, swing and slide, trampoline etc., playhouses and tents shall not require approval by the Committee provided such equipment is not more than six (6) feet high, maintained by the Lot owner in good repair (including painting) and every reasonable effort has been made by the Lot owner to screen or shield such equipment from view of adjacent Lot owners and the equipment shall be located in the rear of the Lot. Equipment higher than six (6) feet shall require approval in writing of design, location, color, material, and use by the Committee.
9. Fences: All fences and masonry landscape walls except those built by the Developer, shall meet the following standards, must be approved in writing by the Committee prior to installation, and shall comply with the standards of the Unified Zoning Ordinance of Tippecanoe County, Indiana:
- a. Pool fences, where required, shall be a decorative type with some screen landscaping of the sides exposed to the streets. All pool fences must meet all applicable codes and regulations, including, but not limited to, the requirement that all pool fences must be a minimum of four (4) feet in height.
 - b. No solid fence construction shall be permitted without approval of the Committee.
 - c. Fences shall be shadow box, split rail, solid vinyl, or ornamental picket style, unless otherwise approve by the Committee.
 - d. The Committee shall require fences to be painted or stained to blend with the color of the respective houses.
 - e. For Non-corner lots, no fence may be installed between the street and the rear face of a house.

For corner lots, no fence may be installed between the street and the side and the rear corner of the house facing the two respective streets.

Landscaping shall be required along corner lot side-yard fences exposed to the street yard and must be approved by the Committee.

- f. All corner lot fences shall meet the requirements of Article III, Section E of these covenants.
- g. The height of shadow box fences or pool fences may not exceed six (6) feet. The height of any other type of fence may not exceed four (4) feet. All owners shall maintain their respective fences in good condition including repainting and/or restaining wood fences, removing rust and repainting metal fences, and repairing any structural defects or signs of deterioration.
- h. Any deviation from the above requirements shall require approval from the Committee.
- i. The Committee shall have the discretion to allow other fence types, based on the plans submitted under Article III, Section A, and Article VI.

10. Landscaping: Initial landscaping of each lot will be required by Declarant to include specific numbers of each of the following:

- a. One (1) deciduous ornamental (understory) tree in the front yard; and
- b. Six (6) shrubs as foundation plantings, 18 to 24 inch spread and 30 to 36 inches in height.
- c. Each Lot shall have a sod requirement, as specified below:
 - 1. Front yards shall be sodded;
 - 2. Corner side yards shall be sodded to the back face of the house; and
 - 3. Non-corner side yards and back yards shall be seeded and strawed (or better)

Builder is to install required planting material as part of the initial construction of the Dwelling Unit on each Lot. All landscaping shall be completed no later than 6 months from the commencement of construction of the home, weather permitting. In any case, any landscaping delayed by winter weather shall be completed by May 1st.

Tippecanoe County regulations prohibit trees from being planted in the right-of-way (i.e. , specifically, between the curb and sidewalk) of any of the streets in the subdivision.

11. Mailboxes: Builders shall install matching Committee approved and Post Office-approved curb side rural mail boxes during original construction of the Dwelling Units. Each Owner shall maintain and replace his or her mailbox with the same type, unless a change in design and color is approved by the Committee. Tippecanoe County prohibits permanent structures (example: brick mailboxes) to be constructed in the right-of-way of the streets in the subdivision (i.e., specifically between the sidewalk and the curb).
12. Storage Tanks: Gasoline or other fuel storage tanks will not be permitted in the Development.
13. Gutters and Downspouts: All gutters and downspouts shall be painted, except if copper gutters are installed.
14. Awnings and Patio Covers: Awnings and patio covers made of metal, fiberglass or similar type materials will not be permitted in the Development. Requests for other types of awnings and patio covers must be submitted to the Committee and be granted written approval.
15. Above Ground Swimming Pools: Above ground swimming pools will not be permitted in the Development.
16. In Ground Swimming Pools: In ground swimming pools shall be permitted in the Development, with the written approval of the Committee.

17. Storage Sheds: All accessory buildings shall be placed on a permanent foundation, shall be constructed of new materials, shall be architecturally and aesthetically compatible with the dwelling unit, shall be constructed with the same or equivalent materials as the dwelling unit and shall be subject to the written approval of the Committee. Accessory buildings shall not exceed ten (10) feet in width, ten (10) feet in heights, and twelve (12) feet in length. Only one accessory building shall be permitted per lot.
18. Satellite Dishes and Antennas: Satellite dish antennas exceeding 29 inches in diameter will not be allowed. Satellite dishes 29 inches in diameter or less shall not be visible from the public street; similarly, the satellite dishes shall not be visible from the first floor level of adjoining homes.
- All antennas and satellite dishes shall be approved in writing by the Committee and shall be screened from view, as required by the Committee. The color of the dish shall blend with the color of the background in such a way that the dish shall become essentially invisible. Any television or communication antenna shall not extend more than five (5) feet above the highest point of the dwelling unit, shall be new or in like-new condition, and shall be maintained in good condition.
19. No Dog Kennels or Dog Runs: No dog kennels or dog runs will be allowed in the development.
20. Clothes Lines: No clothes lines fixtures of any type shall be permitted.
21. Solar Heat Panels: Solar heat panels will not be permitted.
22. Utility Lines: All utility lines in the Development shall be placed underground. Utility lines shall be installed under completed streets by jacking or boring methods. Street cuts will not be permitted.
23. Utility Meters and HYAC Units: Wherever possible, all utility meters and HVAC units in the Development shall be located in places not seen from the street or shall be screened, if located in the fronts of the Dwellings.

24. **Notice:** The Developer shall include a copy of the recorded Plat and a copy of the recorded Declaration with all Builder's Agreements or forward same to Builder as soon as these documents are recorded. The aforesaid Plat and Declaration shall be presented to and reviewed with the Home Buyer by the Builder during the selection of the Lot by the Buyer (prior to the Closing of the Lot).
25. **Street Lights:** Developer may enter into a lease agreement for the installation of uniform street lights as a part of the development improvements: the Association shall pay the lease payments and maintain street lights, according to the lease with the supplier.
- B. **Sight Distance at Intersections:** No fence, wall, hedge, shrub, or landscape planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot with ten (10) feet from the intersection of a street line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height sufficient to prevent obstruction of such sight lines.
- C. **Building Setback Lines:** Front building setback lines are established as shown on the Plat. Between said lines and right-of-way lines of the streets no structures may be erected or maintained. Additionally, no structures may be erected or maintained between the side and rear lot lines and the right-of-way lines of the street.
- D. **Damaged Structures:** No dwelling unit which has been partially or totally destroyed by fire or other catastrophic event shall be allowed to remain in such state for more than thirty (30) days from the date of such occurrence.
- E. **Maintenance of Lots and Improvements:** The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements thereon in such a manner to prevent the Lot and its improvements from becoming unsightly. Specifically, the Owner shall:

1. Establish and mow the grass with reasonable frequency to prevent its growth from exceeding four (4) inches in height. This mowing requirement shall not apply to Lots owned by the Declarant.
 2. Keep Lot free of debris and rubbish.
 3. Prevent conditions of any kind from evolving which in the Committee's opinion may detract from or diminish in any way the aesthetic value of the Development.
 4. Remove dead trees and replace with like species; and
 5. Maintain the exterior of all improvements in a state of good repair.
- F. Requirement to Mow Grass in Public Rights-of-Way: All Owners shall be required to mow the grass in public rights-of-way including the areas between the sidewalk and the curb for their respective Lots.

Outlots A, B, and C, shall be maintained by the Association.

ARTICLE IV EASEMENTS

The strips of ground shown on the recorded plat of the Development which are marked "D. & U. Ease." (Drainage and Utility Easements) are reserved for the use of public utility companies, including cable television companies and municipal agencies, but not including transportation companies, for the purpose of installing and maintaining drainage swales, ducts, poles, lines, wires, sewers, drains and appurtenances thereto. Said easements shall be perpetual from the date of this Instrument as subscribed to by the Developer, its successors and assigns. No permanent or other structures may be erected or maintained in said easements except for temporary structures, fences, driveways and walkways. The Owners of Lots in the Development shall take title to said Lots subject to the rights of said companies and agencies and the other owners of said Lots in the Development for purposes of ingress and egress and maintenance and repair in, along and through said easements so reserved.

ARTICLE V

MISCELLANEOUS PROVISIONS AND PROHIBITIONS

- A. **Nuisances:** No noxious or offensive activities shall be conducted on any Lot in the Development, nor shall anything be done on any Lot which shall be or shall become an unreasonable annoyance or nuisance to the Owners of other Lots in the Development. Nor shall Developer, any officer, agent, employee or contractor thereof, the Association, or any Owner be liable for any damage which may result from enforcement of the provisions of this paragraph.
- B. **Signs:** No signs or advertisements shall be displayed or placed on any Lot or structure in the Development without the prior written approval of the Committee, except for the sale of a Lot or residence. However, Developer and designated Builders may use "For Sale" and advertising signs during the sale of lots and the construction of houses in the Development.
- C. **Animals:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they:
1. Shall not be kept, bred, or maintained for any commercial purpose;
 2. Shall not become a nuisance to other Owners; and
 3. Shall be leashed upon leaving Owner's property.

No more than three (3) pets of 20 pounds or less, no more than two (2) pets of 21 to 75 pounds, and no more than 1 pet 76 to 150 pounds shall be permitted to be domiciled in a Dwelling Unit or on a Lot. Pets which exceed 150 pounds shall be approved by the Committee.

D. Vehicle Parking

No Street Parking; No Semi Tractor-Trailers. No motor vehicle shall be continuously or habitually parked on any street or public right-of-way in the Development. This being the intent of Declarant and this Declaration that vehicles be kept in driveways and garages. No semi tractor-trailers, other large trucks, vans, or other vehicles, as determined by Declarant in its sole discretion, shall be permitted within the Development, except for limited periods as determined by Declarant in its sole discretion for moving vans being utilized by residents for moving in or out of a residence, except for such construction, delivery, or their vehicles as Declarant may permit from time-to-time in its sole discretion.

Any motor vehicle which is inoperative and not being used for normal transportation will not be permitted to remain on any street or lot except within a closed garage. Motor vehicles may not be parked upon grassy or landscaped areas.

Unless otherwise provided by the rules and regulations of the Committee, motor homes, mobile homes, boats, campers, trailers, commercial trucks and similar vehicles may not be parked or stored upon a Lot unless within a closed garage.

All passenger vehicles shall be parked in garages or in driveways. Guest vehicles may be parked on the public streets for a period not to exceed twenty-four (24) hours. Guest vehicle does not include any vehicle which is parked frequently on public streets (i.e., if a vehicle is parked on the street for more than 24 hours per month it does NOT qualify as a guest vehicle). Vehicles may not be placed on blocks or jacks for purposes of repair, except for repairs made inside of garages.

The above restriction does not prohibit the temporary parking of such vehicles for loading and unloading purposes either on the street or in the driveway, as long as it is removed from the Subdivision within twenty-four (24) hours of its being parked in the Subdivision.

- E. Ditches and Swales: All Owners shall keep unobstructed and in good repair, all open storm water drainage ditches and swales located on their respective Lots. Owners of all Lots in the Development shall comply at all times with the provisions of the Development and Grading Plans for the Plat as approved by the Drainage Board, County of Tippecanoe, Indiana, and with requirements of all drainage permits issued for any Lot within the Development. Any field tile or underground drain encountered during the construction of any improvements within the Development shall be perpetuated. All Lot Owners in the Development, their successors, and assigns, shall comply with the Indiana Drainage Code of 1965, and all amendments thereto. No culverts shall be installed by any Lot Owner without the written consent of the Tippecanoe County Drainage Board.

No sanitary waste or other wastes shall be permitted to enter the storm drainage system. Discharge from any floor drain shall be permitted to discharge into the sanitary sewer system. Footing drains and downspouts shall not discharge into the sanitary sewer system. Downspouts shall discharge onto the surface at the ground. Footing drains shall be connected to yard sub drains or storm drains. With the purchase of a Lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Developer, the Association, or any Owner in the Development in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a lien upon the Lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

- F. Annexation to the City of West Lafayette: In consideration of the City of West Lafayette Indiana, providing public safety, sanitation, road and related infrastructure services, the Developer, being the fee simple owner of all the real estate to be serviced, for itself and its successors-in-interest, hereby waives and gives up all rights to remonstrate against annexation by the City of West Lafayette, as well as any attempt for dis-annexation at any time now or in the future.
- G. Garbage, Trash, and Other Refuse: No Owner of a Lot in the Development shall burn or bury out-of-doors, any garbage or refuse. Nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his or her Lot. All roll out trash dumpsters must be stored inside the garage.
- H. Outside Toilets: No outside toilets shall be permitted on any Lot in the Development (except during the period of construction and then only with the consent of Committee).

ARTICLE VI
SUBMITTAL AND APPROVAL OF PLANS

- A. Submittal of Plans: No building, wall or other structure except original construction of buildings by or on behalf of Declarant or an original Builder, may be commenced, erected or maintained in the Development, nor may any exterior additions, changes, or alternations therein or thereto be made until the plans and specifications for said additions, changes or alterations are submitted to and approved in writing by the Committee for harmony of external design and location in relation to surrounding structures and topography.
- B. Approval of Plans: Approvals, determinations, permissions or consents of and for plans required herein shall be deemed granted if given in writing and signed with respect to Developer by an authorized Officer or agent thereof, or with respect to the Committee by two of its authorized designee(s).
- C. Development Control Committee: Upon transfer of control of the Association to the Board of Directors and/or Officers of the Association, Developer will retain the approval of the first Dwelling constructed upon any Lot. All other approvals of plans will be transferred to the Development Control Committee.
1. Power of Committee:
- a. In General: No building structure, or improvement of any type or kind shall be constructed or placed on any Lot in the Development without prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee.

Such written application shall be in the manner and form prescribed from time to time by the 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 all existing conditions 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 Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of one-quarter (1/4) inch equals one foot (1'), or to such other scales as the Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer, or architect. Plot plans submitted for Building Permits shall bear the stamp or signature of the Committee acknowledging the approval thereof.

2. Power of Disapproval. The 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 inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;
 - b. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
 - c. The proposed improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare, or rights of all or any part of the other Owners.

3. Developer Improvements: The Committee shall have no power with respect to any improvements or structures erected or constructed by the Developer (or any Builder, if Developer has approved the plans therefore).
4. Duties of Committee: The Committee shall approve or disapprove the proposed improvements within fifteen (15) days after all required information is received by it. One (1) copy of submitted material shall be retained by the 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. In the event that a written approval is not received from the Committee within fifteen (15) days from the date of receipt of the information required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

The submitting party can re-submit and if no written approval or denial is received, after the next fifteen (15) days, the no action shall be construed as approval.

5. In General. Any party to whose benefit these restrictions inure, including Developer, Association and any Owner in the Development, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing to abide by, enforce, or carry out any of these Restrictions.
6. Liability of Committee: Neither the Committee nor any agency thereof, nor the 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.
7. Inspections, The Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

8. The failure of the Committee to act in any particular situation with any particular party shall in no way be a waiver of any right of action or enforcement in the future.

**ARTICLE VII
RULES GOVERNING BUILDING ON SEVERAL
CONTIGUOUS LOTS HAVING ONE OWNER**

Whenever two or more contiguous Lots in the Development are owned by the same Owner, and said Owner proposes to use two or more of said Lots as a site for one (1) Dwelling Unit, said Owner shall apply in writing to the Committee for permission to use said Lots for this purpose. If permission is granted, Owner must comply with all requirements of the Tippecanoe County Unified Subdivision Ordinance. The Lots constituting the site for said Dwelling Unit shall be treated as a single Lot for the purpose of applying these restrictions while the Lots remain improved with one (1) Dwelling Unit. No two-family dwellings shall be permitted in the Development.

ARTICLE VIII

REMEDIES

- A. **Remedies:** In the event of a violation, or threatened violation, of any of the Covenants herein recited, Declarant, the Owners and all other parties claiming under them ("Interested Parties"), individually or through the Association, shall have the right to enforce the Covenants contained herein, and may pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, and including the right to secure injunctive relief or to secure removal by due process of any structure not in compliance with the Covenants contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.
- B. **Government Enforcement:** The Tippecanoe County Area Plan Commission, its successors and assigns, shall have no right, power or authority to enforce any Covenants contained in this Declaration other than those Covenants which expressly run in favor of the Tippecanoe County Area Plan Commission; provided further, that nothing herein shall be construed to prevent the Tippecanoe County Area Plan Commission from enforcing any provisions of the Unified Subdivision Ordinance, as amended, or any conditions attached to approval of the plat of The Wake Robin Estates III Phase I and any subsequent sections approved thereafter.
- C. **Delay or Failure to Enforce:** No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Covenants shall be held to be a waiver by that party (or any estoppel of that party to assert of any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Covenants.

ARTICLE IX

COVENANT FOR ASSESSMENTS

- A. **Purpose of Assessments:** The Assessments levied by the Association shall be used exclusively for the purpose of improving, repairing, replacing and maintaining project sign structures; maintaining the landscaping for said project signs and landscaping in the landscaping easements on Outlot A, B and C and on Outlots in a subsequent Phases, maintenance of the median (and plantings therein) within the public right-of-way, including utilities and maintenance for a sprinkler system and entrance street light; professional management fees; and paying for any other expenses related to the Association, including lease payments and maintenance fees for street lights for the subdivision.
1. Each owner covenants and agrees to pay the Association:
 - a. A Pro Rata Share (as hereinafter defined) of the annual Assessments established and determined from time to time as hereinafter provided.
 - b. A Pro Rata Share (as hereinafter defined) of any special Assessments established and determined from time to time, as hereinafter provided.
- B. **Pro Rata Share:** The pro rata share for each Owner for purposes of this paragraph shall be the percentage obtained by the fraction of one over the total number of lots (1/Total no. of Lots) within the Plat.
- C. **Liability for Assessments:** The Assessment on each Lot, together with any interest thereon and any costs for collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien upon each Lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any interest thereon and any costs for collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer.

The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

- D. Basis of Annual Assessments: The Board of Directors of the Association shall establish an annual budget at the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Common Property. A copy of this budget shall be delivered to each Owner of the Association.
- E. Basis of Special Assessments: Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the approval of the Owners in attendance at the special meeting convened under Clause K of this Article IX, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.
- F. Fiscal Year; Date of Commencement of Assessments; Due Date: The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessments on each Lot in the Development shall commence no sooner than on the first day of the first month following the month in which Declarant first conveys ownership of any Lot to an Owner; provided, that if any Lot is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such Lot commencing on the first day of the first month following the date of such occupancy. The Declarant shall have the right, but not the obligation, to make up any deficit in the budget for the Common Expenses for any year in which Declarant controls the Association, subject to its right to be reimbursed therefor as provided herein.

The first annual Assessment shall be made for the balance of the fiscal year of the Association in which such Assessment is made and, with respect to particular Lots, shall become due and payable on the date of initial transfer of title to a Lot to the Owner thereof. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable, in full, as of the above date of the transfer of a Lot to an Owner other than the Declarant, except that the Board of Directors may, from time to time by resolution, authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments. The Declarant shall not pay an assessment on Lots which are not sold.

G. Duties of the Association:

1. Books and Records: The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times. Except as may be otherwise provided in the Association's By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be delivered to the Owners or their designated representatives. Notices of the amount of Annual Assessments and the days following the determination thereof and Notices of the amounts of special Assessments shall be sent as promptly as practical and , in any event, not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual delivery of such notice.

2. **Certificate of Assessments:** Upon request the Association shall promptly furnish to any Owner, prospective purchaser, title insurance company, or Mortgagee, a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. For any person relying thereon, such certificate shall be conclusive evidence that of any Assessment therein stated has been paid.
3. **Request for Notice from Mortgagee:** The Association shall notify any Mortgagee from which it has received a request for notice:
 - a. of any default in the performance of any obligation under this Declaration by any Owner which is not remedied within sixty (60) days;
 - b. of any condemnation of casualty loss that affects either a material portion of the Development of the Lot securing its mortgage;
 - c. of any lapse, cancellation, or material modification of any insurance policy required to be maintained by the Association; and
 - d. of any proposed action which requires the consent of the Mortgagees or a specified percentage thereof, as set forth in the Declaration.

H. **Association Remedies for Non-Payment of Assessments:**

1. **Lien for Non-Payment of Assessment:** If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in said Lot; provided however, that the lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage.

2. **Initiation of Action by Association for Nonpayment of Assessment:** If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all cost of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum. The Association may bring an action against the delinquent Owner in any court having jurisdiction to enforce payment of the same and/or to foreclose the lien against Owner's Lot. There shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

- I. **Adjustments:** In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following year, except that so long as the Declarant controls the Association, Declarant may, at its sole discretion, make up such deficit; provided, however, that Declarant shall be reimbursed by the Association for such funded deficits, together with interest at 18% per annum until so reimbursed, from available surpluses in later years or through a special assessment at the time of transfer of control of the Association to the Owners.

- J. **Initial Assessments:** During the first year in which the date when the Declaration is recorded, the annual Assessment per Lot shall not exceed One Hundred Twenty-five Dollars (\$125.00) for Class A members, payable annually. This amount shall not indicate amounts of future annual Assessments. Future Assessments shall be based on an annual budget and shall be for a full year.

Regular Assessments may be increased up to 15% each year without a vote of the membership; provided that proper notice is given to the Owners not less than thirty (30) days in advance of the meeting to approve the annual budget.

The Declarant, at its sole discretion, may advance to the Association any of the first year deficits and may be reimbursed by subsequent assessments.

- K. Notice and Quorum for any Action to Increase Assessments In Excess of 15% or to Amend the Declaration: Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Association or an Amendment to the Declaration shall be sent to all Owners not less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum.

ARTICLE X
DEDICATION OF STREET RIGHTS-OF-WAY

All street rights-of-way shown on the plat and not heretofore dedicated to the public are hereby dedicated to the public.

ARTICLE XI
DURATION AND AMENDMENT

- A. Duration of Declaration: This Declaration shall be effective for an initial term of twenty (20) years from the date of its recordation by the Recorder of Tippecanoe County, Indiana, and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless at the end of any term the Owners' vote pursuant to Article IX Section K to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Declaration shall be perpetual unless otherwise expressly indicated herein.

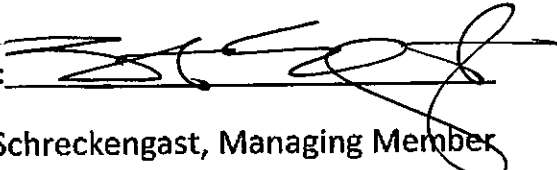
END

IN WITNESS WHEREOF, the undersigned officer of Declarant has hereunto caused his name to be subscribed this 17TH day of JANUARY, 2014

Declarant

SRSRE, LLC

An Indiana Limited Liability Company

BY: 
Steven Schreckengast, Managing Member

STATE OF INDIANA)

SS:

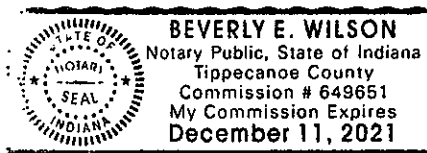
COUNTY OF TIPPECANOE)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.: Steven Schreckengast

This instrument was prepared by:
Steven Schreckengast

Before me, a Notary Public in and for said County and State, personally appeared Steven Schreckengast, Managing Member of SRSRE, LLC, a Limited Liability Co, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions, Commitments, Restrictions, Easements and Assessments as such Officer acting for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations herein contained are true.

Witness my hand and Notarial Seal this 17TH day of JANUARY, 2014.




Notary Public - Signature