

Cross Reference: #199000767
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**AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF
RESTRICTIVE COVENANTS
FOR WILLIAMSBURG IN THE WOODS - NORTH SECTIONS 1, 2, 3, 4
WILLIAMSBURG IN THE WOODS SECTION 1
WILLIAMSBURG IN THE WOODS SECTION 2
WILLIAMSBURG IN THE WOODS SECTIONS 3, 4, 5, 6 AND 7**

These Amended, Restated and Consolidated Declaration of Restrictive Covenants for all sections of the Williamsburg in the Woods subdivision were made as of the date set forth below by the Williamsburg in the Woods Homeowners Association, Inc.

WITNESS the following:

The Williamsburg in the Woods subdivision, in Washington Township, Hendricks County, was created by the filing of various Declarations of Restrictive Covenants with the Hendricks County Recorder. Those original Declarations are referenced above on this document and the applicable Instrument Numbers are incorporated herein.

These Declarations included certain covenants and restrictions that run with the land (hereafter, the "Covenants").

The original Covenants stated, "Said provisions shall be and continue in full force and effect for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change said covenants in whole or in part." Further, "at any time, an instrument signed by ALL owners of the Lots...may be recorded to change any covenant."

More than twenty-five (25) years have passed since the applicable Covenants were filed with the Hendricks County Recorder; and the IC 32-25.5-3-9 requires no more than 75% of the members to vote to approve amendments to the Covenants.

The Owners of dwellings and Lots within Williamsburg in the Woods desire to amend certain provisions of the original Covenants and to restate and consolidate the same for the convenience of the Owners.

The owners of more than seventy-five percent (75%) of the total number of lots in the Williamsburg in the Woods -North Sections 1-4 have consented to the approval of these Amended, Restated and Consolidated Covenants. The owners of more than seventy-five percent (75%) of the total number of lots in the Williamsburg in the Woods -Section 1 have consented to the approval of these Amended, Restated and Consolidated Covenants. The owners of more than seventy-five percent (75%) of the total number of lots in the Williamsburg in the Woods -Section 2 have consented to the approval of these Amended, Restated and Consolidated Covenants. The owners of more than seventy-five percent (75%) of the total number of lots in the Williamsburg in the Woods - Sections 3-7 have consented to the approval of these Amended, Restated and Consolidated Covenants. Copies of those approvals are available as part of the Association's records.

NOW, THEREFORE, the following Amended, Restated and Consolidated Covenants for all sections of Williamsburg in the Woods, shall govern the subdivision, such that all of the platted dwellings, Lots and lands located within Williamsburg in the Woods, North Sections 1-4 and Sections 1-7, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said dwellings, Lots and lands in Williamsburg in the Woods and constitute covenants running with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. These Amended, Restated and Consolidated Covenants in no way nullify or change the original Covenants or the effective date of the same. However, upon the date of recording of this document with the Hendricks County Recorder's Office, the original Covenants shall no longer be in effect and shall be replaced with the following:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants shall apply to all lots in Williamsburg in the Woods - North Subdivision, and Sections 1-7 of Williamsburg in the Woods Subdivision.
2. HOMESITE USE: No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided.
3. DWELLING: The ground floor of the main structure, exclusive of porches and garages, shall NOT be less than TWO THOUSAND (2000) square feet in the case of one-story structures, nor less than ONE THOUSAND (1000) square feet in the case of multiple

story structures, with no less than TWO THOUSAND (2000) square feet of finished floor area in such multiple story structures. (Determination of sufficiency and adequacy of the term “ground floor of main structure” with respect to dwellings of tri-level, bi-level and one-and-one-half story design shall rest exclusively with the Architectural Committee). Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have EITHER an attached or detached garage structure of no less than 440 square feet in size, which is in conforming finish and design with the main structure. NO building site is permitted to have BOTH an attached and detached garage. All building locations and elevations must comply with the plat and Hendricks County and Plainfield regulations. The exterior walls of a single-story residence (and any detached garage) must be constructed with at least eighty-five (85) percent of the exterior walls covered with brick or stone veneer. Multiple story structures shall have one hundred (100) percent of the first floor covered with brick or stone veneer. The above brick requirements also apply to the portion of the residence facing any porches. No metal or vinyl siding (except for soffit areas) is permitted.

Any construction of homes in Sections 1-7 that occurred prior to the adoption of these Amendments shall be grandfathered and shall not be required to change or alter the construction of the structures to meet this requirement. Specifically, any home with 75% of the exterior walls covered with brick or stone veneer or any home with a non-brick porch will be grandfathered; and any Lot in Sections 1 & 2 that have both an attached and detached garage shall be grandfathered.

4. ARCHITECTURAL DESIGN & ARCHITECTURAL CONTROL:

a. Architectural Control Committee. An Architectural Control Committee (the “Committee”) composed of at least three (3) Lot Owners shall appointed by the Board of Directors and may be, but need not be, members of the Board of Directors. The exception to this is that the Chair of the Committee must be a Board member. Committee members shall be subject to removal by the Board upon a majority vote at any time, with or without cause, and any vacancies from time to time shall be filled by appointment of the Board. At the Board’s discretion, the Board may serve as the Architectural Review Committee. Subject to this Declaration and the restrictions contained herein, the Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography, and in keeping with the intent of the provisions of this Declaration.

b. Lot Improvements. No dwelling, building, structure, fence, deck, swimming pool, or improvement of any type or kind shall be constructed or placed on any Lot, nor shall any of the same be modified or altered, without the prior approval of the Committee. Any change in the appearance or the color of any part of the exterior of a home or the Lot shall be deemed a change thereto and shall also require the prior approval of the Committee. Such approval shall be obtained only after the Owner of the Lot has made a written application to 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, improvement, alteration or change. Such plans shall include plot plans showing (i) the location of the 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 and (ii) all easements, setbacks, and rights-of-way and (iii) any landscape plans required by the Committee. Such plans and specifications shall further set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, or information, which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale as the Committee deems appropriate. It is also recommended that a certified survey be prepared to ensure that a resident is not encroaching on an adjacent Lot or in a Common Area. If an Owner has encroached on an adjacent Owner's property or in a Common Area, the encroaching Owner will, at his or her own expense, move any fence or other improvement(s) to eliminate the encroachment.

No fence or screen of any kind will be permitted if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view of other amenities from adjoining properties shall be considered by the Committee when reviewing applications for approval.

c. Approvals. Approvals, determinations, permissions, or consents required herein shall be deemed given only if they are given in writing and signed by at least one (1) member of the Committee.

d. Duties of Committee. The Committee shall recommend that the Board approve or disapprove proposed improvements within twenty (20) days after all required information shall have been submitted to and actually received by it. The Board shall then consider the application and the recommendations of the Committee and formally make the determination to approve or disapprove the proposed improvements within an additional ten (10) days. The Committee shall retain one copy of submitted material for its permanent files. All notifications to applicants shall be in writing. In the event that such notification is one of disapproval, the Committee shall specify in its reason(s) for disapproval and may suggest modifications in the application that would render the application acceptable to the Committee, and the requesting applicant may re-apply with changes. If, however, approval has not been received by applicant in writing within thirty (30) days, then said request shall be considered DENIED.

e. Exercise of Discretion. The members of the Committee may exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Committee, could only conclude that such determination constituted an abuse of discretion.

f. Inspection. The Owner, by submission for the approval of any alteration or addition,

approves the Committee, the Board of Directors or their appointed management agent to inspect the construction and or completed project and grants them access to the Lot to do so.

g. Liability. The Committee, the Board, and the Association shall not be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Committee, the Board, or the Association be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee, Board and Association make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction advice, engineering, and required municipal permits and inspections on each Lot prior to proposing construction or alterations.

h. Power of Disapproval. The Committee and the Board may refuse to grant permission to construct, place or make the requested improvement with or without cause. Common grounds for denial include, but are not limited to, a lack or absence of the following:

i. The plans, specifications, drawings or other material submitted must themselves be adequate and complete, show the proposed improvement, and not be in violation of this Declaration, the Design Guidelines described below, the Plats, the Plat Covenants, or the rules and regulations adopted by the Board of Directors;

ii. The design or color scheme of a proposed improvement must be in harmony with the general surroundings of the Lot or with adjacent buildings or structures; and

iii. The proposal should preserve or enhance the value and desirability of the Williamsburg in the Woods subdivision and be consistent with the interests, welfare or rights of the Association and any other Owner.

i. Power to Grant Variances. The Committee may recommend and the Board may allow reasonable variances or adjustments of this Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Declaration or to comply with written request of the municipality in charge of applicable permits. No variance or adjustment shall be granted which is knowingly and materially detrimental or injurious to other Lots in the Williamsburg in the Woods development, and any such variance granted shall not be considered as precedent setting.

j. Design Guidelines and Standards. The Board of Directors, with input from the Committee, shall have the power to establish and modify from time to time such written architectural design guidelines and standards as it may deem appropriate to achieve the purposes set forth herein to the extent that such design guidelines and standards are not in conflict with the specific provisions of these Covenants. The design guidelines and standards are incorporated herein by reference. The Committee shall apply the design guidelines and standards in a fair, uniform and reasonable manner consistent with the discretion inherent in

the design review process.

5. **BUILDING LOCATION:** Front yard set back lines, and side yard set back lines on corner lots are shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures of any kind erected or maintained. Side yard set back lines on all other lots shall be ten (10) feet unless Hendricks County or Plainfield zoning regulations require a larger set back distance.

6. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked UTILITY easements are hereby reserved for the use of public utilities subject at all times to the proper authorities and to the easements herein granted and reserved. The DRAINAGE easements reserved as drainage swales may be used by the proper authorities and are to be maintained by any owner such that adequate drainage is maintained along such swale. Whenever practical, any lot owner should attempt to keep street drains clear of leaves and other debris in order to maintain a safe and attractive environment All utility easements are also subject to all restrictions of drainage easements. No permanent or other structures are to be erected or maintained upon any easement shown upon the plat and owners of lots shall take their titles subject to the rights of the above easements; NO sump pump may be discharged into the street after a house is completed. The discharge of a sump pump MUST be installed underground with plastic pipe or vitrified tile to subsurface drains or approved drainage swales. In order to ensure the proper operation of the drainage system.

No dumping of any material into the drainage swales is permitted, including leaves, grass clippings, dirt, stones, trash or any other items.

7. **UTILITY BUILDINGS:** NO exterior storage buildings, except for detached garages built in style and finish conforming with the house, are permitted on any lot.

8. **BUSINESSES:** No Lot or Lots shall be used by an Owner, for any purpose other than as a single-family residence, except that a home occupation, which satisfies the following definition as well as all requirements of the applicable zoning ordinance, may be permitted: any use conducted entirely within the Residence and participated in solely by a member of the immediate family residing in said Residence, which use is clearly incidental and secondary to the use of the Residence for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that will indicate from the exterior that the Residence is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodity sold upon the premises; (c) no person is employed other than a member of the immediate family residing in the Residence; (d) such office or business generates no significant number of visits or unreasonable parking usage (both as determined by the Board of Directors) by clients, customers or other persons related to the business; (e) no equipment or other items related to the business are stored, parked or otherwise kept outside such Owner's Unit; (f) such Owner has obtained approvals for such use as may be required by the appropriate local and state governmental agencies; and (g) no manufacture or assembly operations are conducted. Provided however, that in no event shall the following or similar activities be conducted or considered to be a permitted Home Occupation: child day care, barber shop, styling salon, automotive/motorcycle and small engine repair shop, animal

hospital, or any form of animal care or treatment such as dog trimming, or any other similar activities. The Board may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use. No Unit shall be used or rented for transient, motel or hotel purposes. Garage sales shall be permitted; however, the Owner must receive approval by the Town of Plainfield and shall not be permitted to have more than two (2) garage or estate sales per year.

9. NUISANCES: No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. The plain and ordinary meaning of “annoyance” is “the act of annoying someone or of being annoyed”. The plain and ordinary meaning of “annoying” is “causing vexation or irritation”. The plain and ordinary meaning of “nuisance” is “harm, injury; one that is annoying, unpleasant, or obnoxious”. Additionally, violation of any ordinance governing noise, building or lot maintenance, or any other public nuisance shall be deemed to be a nuisance creating rights in every affected Owner and the Association, as the case may be, to enforce the provisions hereof against the offending Owner. Barking dogs shall constitute a nuisance. In the event of successful enforcement by an Owner or the Association of the provisions thereof, the offending Owner shall be liable to the prevailing party for attorneys’ fees, court costs, and all other costs and expenses of litigation and collection in connection therewith.

10. RECREATIONAL VEHICLES: Any off-road vehicle, all-terrain vehicle or similar item shall be prohibited from being operated or stored on any lot or on any street within the boundaries of the subdivision. No vehicle shall be operated at any time within the subdivision if it is not properly licensed by the driver and legal on public thoroughfares. Mopeds and motorcycles shall be permitted; provided it is properly licensed and plated. Owners shall refrain from excessive revving of any engine within the confines of the community.

11. TEMPORARY AND OTHER STRUCTURES: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings shall be used upon any homesite at any time as a residence, either temporarily or permanently. No animal kennel or dog run is permitted. No portable basketball goals are permitted on any Lot or street. Solar panels may be permitted with prior written approval from the ACC and shall be subject to guidelines for installation as adopted by the Board of Directors. No signs other than one sign of no more than five (5) square feet used to advertise the property for sale, may be placed on any homesite.

12. GARBAGE AND REFUSE DISPOSAL: No homesite shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary container out of view from the street except on days of trash collection. There shall be no use of outside incinerators or burners for the burning of leaves, branches or trash. Dumpsters shall not be permitted to be placed on a Lot or property for more than a two-week period and must have prior specific written approval from the Architectural Control Committee. If a longer period is needed in conjunction with a project, the homeowner shall state the time frame requested in the application to the Architectural Control Committee.

13. LANDSCAPING AND HOMESITE MAINTENANCE: All homesites, whether improved or not, shall be kept mowed by the owner or representative during the months of April through October. Failure by the Lot Owner to properly mow and maintain the lawn, the Association shall have the right, after providing notice to the Lot Owner of the failure to maintain the lawn (with a time period to cure), to enter onto the Lot and have the Lot mowed or maintained at the Owners expense. The cost associated with this lawn maintenance shall be billed to the Owner and collected in the same manner as Assessments. Lot owners are responsible for the removal of any trees or limbs that may block subdivision streets or fall on adjacent properties and even if the homesite is unimproved, should not permit the accumulation of leaves on the sidewalk (if present) and street. It is expressly prohibited for any lot owner or other individual to transport any dirt, stones, rocks, sand, trash or any other materials to any other lot at any time, including during the final grading and seeding operations. For safety and aesthetic considerations, before removing any tree larger than twelve (12) inches in diameter, lot owners or their representative must notify the Board of Directors and the Architectural Control Committee and receive approval for said removal. Any dead or dying tree must be removed by the Lot Owner within a reasonable amount of time. In the event an Owner is notified by the Board of Directors that a tree is dead or dying, the Owner shall be required to remove the tree within the time presented in the notice.

14. VEHICLE REGULATIONS: No large commercial vehicles shall be parked on any homesite except while making a delivery or pickup. A large commercial vehicle shall include large box trucks, semi-trucks, tow trucks or flatbed trucks, trucks with booms or extendable arms, a truck or van with a trailer and any other specialized vehicle for a business (for instance a utility truck or van or a vehicle with equipment attached to the exterior). No trailer, boat or recreational vehicle shall be permitted to remain on any homesite unless kept within a garage, this includes any vehicle that is not in operational condition and bearing current license plates. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking is permitted but vehicles must be removed as soon as the event ends.

15. ANIMALS: No more than two household pets are permitted per residence. However, additional pets are permitted if kept within the residence at all times. In any event, NO animals, livestock, or poultry shall be raised, bred, or kept on any homesite for any reason and shall not be considered as pets. Nor shall any animals be bred or kept for any commercial purpose or if they cause a disturbance or become a nuisance to the adjacent lot owners. Any dog that is permitted outside MUST remain within a fenced yard (no outdoor animal kennel is permitted) unless on a leash held by a resident.

16. WATER SUPPLY: No individual water supply system shall be permitted on any homesite.

17. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any homesite.

18. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways,

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 them at points twenty-five (25) feet from the intersection of the street line or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any homesite within ten feet from the intersection of a street's property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

19. FENCES: No fence shall be erected on or along any lot line, nor on any homesite, the purpose or result of which will be to limit or obstruct reasonable vision, light, or air, and all fences shall be kept in good repair and erected so as to decorate the property without hinderance or obstruction to any other property. No fence shall be erected between the front property lines and the front of the dwelling, or in the case of a corner lot between the side property line along the street and the dwelling. Any fence on a corner lot shall maintain a minimum ten-foot (10') setback from the street in the side yard. Any fence that is intended to block the view, such as around a pool or deck area, shall be located no further from the residence than midway from the residence and the property line (except that the fence may be extended further to the rear of the lot as may be necessary to properly protect and enclose a swimming pool as required in paragraph 26). Prior to construction of any fence, the Lot Owner shall be required to obtain approval from the Architectural Control Committee with regard to height, placement, materials and style of fence.

20. SIDEWALKS AND PRIVATE DRIVES: All private drives shall be paved with cement concrete prior to occupancy of the dwelling. For any blacktop driveway in existence at the time of this Amendment, the existing Owner shall be grandfathered and permitted to replace their driveway with blacktop. However, upon the need for a total replacement of any blacktop driveway, the Owners shall be required to replace any driveway with concrete. Sidewalks must be of concrete and installed according to local code and requirements and for the safety and security of the neighborhood must be completed at time of construction and before occupancy or within one (1) year from the date of purchase of the lot from the undersigned, whichever occurs first. Compliance is an obligation of the current owner. Sidewalks must be poured so that they slope toward the curb and be at an elevation of four (4) inches or more above curb level unless current Plainfield ordinances require otherwise. Sidewalks at property lines are to meet flush with no abrupt grade changes from one lot to another. Plainfield regulations regarding sidewalks shall supersede this covenant if applicable. If a sidewalk becomes damaged, torn up or a gap of more than one inch occurs in any crack or separation, the homeowner must replace the sidewalk within a reasonable time frame.

21. STORAGE TANKS: Oil, gas or any other storage tanks whether buried or above ground shall be prohibited on the property. Propane tanks no greater than twenty pounds (20lb.) shall be permitted for grilling. Water storage tanks (such as rain barrels) shall be buried or located within the house or garage area so that they are concealed from outside view. A rain barrel may be stored outside if it is hidden from view, not visible from the street and receives prior written approval by the Board as to location and method of screening under the Architectural Design provisions set forth above.

22. WILLIAMSBURG HOMEOWNERS ASSOCIATION MEMBERSHIP: All owners of lots in the subdivision shall become members of the Williamsburg Homeowners Association (the "Association") which includes all owners of lots in Williamsburg in the Woods and Williamsburg in the Woods - North. The Association is a not-for-profit corporation with mandatory membership of all the owners of lots in Williamsburg in the Woods and Williamsburg in the Woods - North subdivision.

- a. Each lot owner, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of certain areas within the subdivision. Each such annual assessment shall be the personal obligation of the person(s) who was the owner of the property at the time the when the assessment was due. The annual assessment date shall be the first day of May.
- b. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Association members, for operation of the Association, and in particular for the upkeep of the landscaped areas, mowing of the drainage easements and common areas as specified by the Association Board of Directors and other general maintenance functions that the Association shall determine is in the best interests of its members. Additional uses of Association funds are dependent on the decisions of the membership in scheduled Association meetings.
- c. The annual assessment shall be in the amount of \$175.00 (unless changed pursuant to paragraph 22.(d) per each lot sold by the undersigned, its representatives or assigns. All such annual assessments shall be paid to the Treasurer of the Association at the time of closing of the purchase of the lot. Assessments are to be determined by the Association. If the assessments are not paid on the date due, then the Association shall be permitted to assess a monthly late fee in a reasonable amount to be determined by the Board. These late fees may begin to accrue when the Assessment is ten (10) days past due. The assessment, late fees, attorney's fees, court costs and any other costs of collection thereof shall thereupon become a continuing lien on the property. The Association shall have the right to pursue collection of any unpaid Assessment through judicial foreclosure of this lien or by filing an action for monetary damages or by a combination of both remedies. Sales of a lot to a builder for the purpose of construction of a residence for resale require a similar payment by the builder at the time of closing as provided earlier in this section.
- d. Subject to the limitations of subparagraph 22(c) above, the Association may change the maximum and basis of the assessments, provided that any such change shall have the assent of two-thirds of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty days in advance and shall set forth the purpose of the meeting.
- e. The management, affairs and policies of the Association shall be vested in the Board

of Directors (the "Directors"). The Directors shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such roster shall be kept in the office of the Association. Written assessment shall thereupon be sent to every Association member subject thereto.

- f. Any notice provided by the Association to the Lot Owner shall be sent to the last address on record with the Association. The Lot Owner shall be responsible for providing any updates to contact information. Any communication regarding annual assessments or other assessments shall be provided via US mail. Any other notice the Association must provide to a Lot Owner may be sent by US mail or by any electronic means of communication, including, but not limited to electronic mail; provided the Lot Owner authorizes the Association to communicate with them by electronic means. Any Lot Owner that opts-in to electronic notices may opt out at any time by issuing written notice to the Association that they wish to opt-out.

23. **ENFORCEMENT:** If the owner of any lot in Williamsburg in the Woods or Williamsburg in the Woods - North shall attempt to violate any of the covenants herein, it shall be lawful for the Association or any other owners to prosecute at any proceeding at law or equity against the person(s) violating any such covenant and either prevent such violating owner from doing so or to recover any damages or other dues for such violation. It is the responsibility of the lot owners and the Association to monitor compliance with these covenants. The Association shall be entitled to recover any attorneys fees, court costs and any other costs associated with the enforcement of these Restrictive Covenants. Any enforcement of these governing documents, by any party, shall be compliant with the requirements of Indiana Code 32-25.5-5 as enacted or amended.

24. **TERM:** These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. However, at any time, these Covenants may be amended by a vote of not less than seventy-five percent (75%) of the owners of the lots in Williamsburg in the Woods and Williamsburg in the Woods – North. Any such amendment approved by the Lot Owners shall be executed by the President and the Secretary of the Association and shall be recorded to change any covenant.

25. **SEVERABILITY:** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.

26. **SPECIAL PROVISIONS DURING CONSTRUCTION:** It is the responsibility of the owner of any homesite to maintain a clean and safe construction site, placing such condition in the contractual agreement with a building contractor. Immediately upon commencement of construction activities, a stone driveway area shall be created to minimize mud and debris carryover to the subdivision and adjacent streets. Likewise, in order to ensure the continued

operation of the underground street drains contractors **MUST BE REQUIRED BY THE OWNER** to clear streets of any excess mud or dirt that is tracked by construction vehicles on a daily basis. Loose trash shall **NOT** be allowed to carry over to adjacent homesites. If the construction site is not maintained in conformity with this paragraph, the Association reserves the right to perform such cleanup functions that it deems necessary to protect the interests of the other lot owners and **WILL INVOICE THE OWNER** accordingly.

27. **SWIMMING POOLS & HOT TUBS:** No Swimming pool, hot tub, or associated structure shall be erected or placed on any homesite until the construction plans, including plot plan have been approved by the Architectural Control Committee. No above ground pool is permitted. Below ground pools shall be fenced for the safety of other residents.

28. **MAIL BOXES:** As long as a mail box is required to be installed at a street location for Postal delivery, it shall be supported and mounted on 4"x 4" wood material. No brick or other forms of mailbox enclosures are permitted unless approved by the Architectural Control Committee. Builders or homeowners must provide mailboxes of a uniform design approved by the Committee. Specifications are available upon request. The location of the mailbox must be acceptable to the Plainfield Postmaster. Mailboxes must be properly maintained in appearance and shall be subject to any rules and guidelines adopted by the Board with regard to style and color.

29. **LEASING RESTRICTIONS:**

a. General Prohibition of Leased Dwelling Units ("Rental Ban"). The Association's Members recognize that Owner-occupants are both psychologically and financially invested in a home to a greater extent than a renter, and thus Owner-occupants maintain their property better than renters generally. The Association's members wish to ensure that the residents within Williamsburg in the Woods share the same proprietary interest in and respect of the Dwelling Unit and the Common Areas, and to encourage residents to not only maintain property values but also to improve them by recognizing that Owner-occupants have more incentive to do so compared to non-Owner Occupants. Thus, there shall be no leasing or rental of any Dwelling Unit except as otherwise provided in this Paragraph 29.

b. "Rental" and "Lease" Defined. The "Rental Ban" described in this Paragraph 29 is intended to apply to all forms of non-Owner occupancies, including but not limited to Leases, Rentals, Land Contracts, or Rent to Own Agreements, except as specifically provided herein. For the purposes of this Paragraph 29, "rented" or "leased," as used interchangeably herein, means leased or rented or occupied, whether or not for compensation of any kind, by anyone other than an Owner of the Lot together with members of his or her household. However, the "Rental Ban" will not apply to any situation where a Lot or home is occupied by members of the Owner's family (persons related by blood, marriage, adoption or foster care), or where the Owner continues to live in the home as his or her principal place of residence. "Family" occupancy will not be considered to be a "rental" in the context of the Rental Ban; provided, however, the Owner and occupants are still subject to the remaining provisions and requirements of this Paragraph 29.

Any Lot owned by a Trustee or by a Fiduciary shall not be deemed to be a rental, provided that the resident is the Trustee, the Fiduciary of an Estate, or a beneficiary of the Trust or Estate, and further provided that no rent, payment, service, or other consideration is paid or provided to the Owner or any other party in connection with that occupancy. The Trustee or Fiduciary shall submit a certificate to the Association indicating who is authorized to reside in the home or Lot.

If the Lot or home is occupied by a manager of an Owner that is a limited liability corporation, or a shareholder of an Owner that is a corporation, it will not be deemed a rental, provided that no rent, payment, service or other consideration is paid or provided to the Owner or any other person or party in connection with that occupancy. All other occupancies of a Lot by representatives, employees, agents, guests, or lessees of a corporation, partnership or other entity shall be considered rentals for the purpose of this Rental Ban and are therefore prohibited. Any Lot owned by a corporate entity shall submit a certificate of designated representative to the Association. This certificate will indicate both who is authorized to vote on behalf of the corporation as well as who is authorized to reside in the home or Lot.

c. **Effective Date of "Rental Ban."** As of the date on which this Amendment is recorded in the Office of the Recorder of Hendricks County (the "Recording Date"), these rental restrictions shall be deemed effective. Within thirty (30) days after the Recording Date, the Board shall provide written notice to all Owners setting forth the Recording Date. The Rental Ban shall not apply to any existing lease or rental in place as of the Recording Date, so long as the Owner-landlord mails or otherwise delivers to the Board (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Lot which is in effect as of the Recording Date. The Owners of such pre-Recording Date rented Lots shall not be subject to the Rental Ban but shall be subject to the remaining provisions of this Paragraph 29. However, when the legal Owners of record of any of the pre-Recording Date rented Lots sell, transfer or convey such Lot(s) to another Owner after the date of recording of this Amendment, such Lots shall immediately become subject to the Rental Ban. The failure of any such Owner-landlord of a leased or rented Lot to deliver a copy of such pre-Recording Date lease within said sixty (60) day period to the Board or Managing Agent shall result in said Owner-landlord's Lot(s) being subject to the Rental Ban (from and after the date of expiration of such pre-Recording Date lease).

d. **Hardship Exceptions and Waiver.** The Owner may request the Board of Directors to waive the Rental Ban and approve a proposed lease if the Owner establishes to the Board's satisfaction that the Rental Ban will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's hardship request, the Board of Directors shall permit the Owner to rent or lease said home, subject to any further conditions or limitations imposed by the Board in the Board's discretion, so long as the Owner satisfies all other requirements of this Paragraph 29. Such decision shall be at the sole discretion of the Board. The Board will decide the duration of a given hardship exception and will not generally be longer than one (1) year unless there are extenuating circumstances as determined by the Board. An "**Undue Hardship**" is specifically defined as:

- i. temporary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Williamsburg in the Woods made necessary due to a change of employment of at least one (1) of such Owners, which must be documented by written confirmation from the Owner's employer;
- ii. necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- iii. a call into active duty of a branch of the U.S. armed forces.

If an Owner desires to request an exception based upon hardship circumstances for any reason, including those specifically defined above, the Owner must submit a written request describing, with reasonable particularity, the nature of the alleged hardship and the alleged need to rent. The Board may approve or deny such requests as it deems appropriate, and such decisions shall be final and binding.

e. **General Lease Conditions.** Any leases, including renewals, shall be in writing, and no lease shall be entered into for an initial term of less than six (6) months without the prior written approval of the Board of Directors. A copy of each executed lease by an Owner which identifies the tenant shall be provided to the Board of Directors or the Managing Agent by the Owner within thirty (30) days after execution. However, the rental amount may be deleted as well as any personal identifying information such as social security numbers. No portion of any home other than the entire home shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors (collectively referred to as the "**Governing Documents**"), all as the same may be amended, to the same extent as if the tenant were an Owner and a member of the Association. The Owner shall supply copies of the Governing Documents to the tenants prior to the effective date of the lease. All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such home. If such provision is not in the lease, it will be deemed to be in such lease. The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's home, even if during the term of a lease. All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home. All occupancy must comply with local ordinances as amended from time to time. In no event shall an Owner be permitted to lease, rent, or otherwise operate his or her home or Lot on a short-term rental basis for any term of less than six months. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a short-term rental to an occupant and collects consideration for the rental from the occupant such as Airbnb or VRBO.

f. **Owner is Still Liable.** No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the

other Owners for compliance with the provisions of the Governing Documents, or from the Owner's liability to the Association for payments of assessments or any other charges.

g. **Violations.** Any lease or attempted lease of a home or Lot in violation of the provisions of this Paragraph 29 shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision of this Paragraph 29 to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity, including an action for injunctive relief to have the occupants removed from the home or Lot. If the Association must take action to enforce this Paragraph 29, the Association shall have the right to recover all costs incurred in connection with its enforcement efforts, including attorneys' fees.

h. **Burden of Proof.** Anything to the contrary herein notwithstanding, if at any time a home is not occupied by one of the Owners thereof, there shall be a presumption that the home is being leased and subject to the provisions of this Paragraph 29 and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of this Paragraph 29, including but not limited to the delivery to the Board of directors of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. For purposes of this Paragraph 29 and this Section (h), any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board of Directors a written purchase contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the home and Lot. If the Owner is selling his or her Lot via land contract, contract for deed, or similar agreement, the contract must be recorded with the County Recorder to be deemed valid. Failure to record the contract will automatically deem the document to be a lease for purposes of this Paragraph 29.

Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot or home in Williamsburg in the Woods shall constitute a ratification of this Paragraph 29 together with all other provisions of the Governing Documents, all as the same may be amended, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot or a home within Williamsburg in the Woods as though such provisions were recited and stipulated a length in each and every deed, conveyance, mortgage, or lease.

The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to these Amended, Restated and Consolidated Covenants have been fulfilled and satisfied.

Executed this _____ day of _____, 2022.

Williamsburg in the Woods Homeowner Association, Inc. by:

_____, President

Attest:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a notary public, in and for said County and State, personally appeared _____ and _____, the President and Secretary, respectively, of Williamsburg in the Woods Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the representations made herein are true. Witness my hand and notarial seal this _____ day of _____, 2022.

Notary Public - Signature

Printed

My Commission Expires:

Residence County: _____

“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.” /s/ Kimberly M. Sutter

This instrument prepared by, and should be returned to:
Kimberly M. Sutter Attorney at Law
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