



Covenants and By-laws



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Restrictive Covenants for Robertson Village

John E. Smith Enterprises, Inc. being the owner of all real estate platted as Robertson Village, Phase III an addition to the City of Indianapolis, Marion County, Indiana does hereby dedicate forever for public use all the streets and ways shown on said plat, and the easements shown on the recorded plat are hereby reserved for the purpose thereon indicated.

Said owner does also hereby establish the following conditions, covenants and restrictions to govern the use and occupancy of the lots in said addition.

1. All lots shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any plot, which are for any purpose other than residential use. All structures which shall be erected, altered, placed or permitted to remain on any plot, shall be in accordance with the provisions of these Restrictions.
2. No building, wall, fence or other structure, shall be erected, or placed, on any building plot, until the building plans, specifications, and plot plans, showing location of such buildings have been approved in writing as to the conformity and harmony of external design with other structures in ROBERTSON VILLAGE, and as to location of the building with respect to topography and finished ground elevation: by a building committee composed of the Northern Robertson Village Neighborhood Association Board. In the event said Board, or any one of the members, fails to disapprove, or approve, such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building, other making of such alterations, has been commenced prior to the completion thereof; such approval will not be required and this covenant.
3. No building shall be located nearer to the front lot line, nor nearer to any side street line, than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than

twenty-five (25) feet from the dedicated right-of-ways of the streets, or from the dedicated cul-de-sacs, nor shall any building be located nearer than six (6) feet to any side property line with minimum aggregate sideyards of thirteen (13) feet.

4. Except that which is provided by the developer, no fence or wall, which obstructs sight lines at an elevation between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain, on any corner lot within the triangular area formed by street property lines and a line connecting them at point twenty-five (25) feet from the intersection of the street lines, or in the case of the rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections, unless the foliage is maintained at sufficient heights to prevent obstruction of said sight lines.
5. All lawns will be sodded, or otherwise protected, from erosion onto adjoining real estate, as shall be determined by the Northern Robertson Village Neighborhood Association Board heretofore designated.
6. No noxious, or offensive, trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance, or nuisance, to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other outbuilding, shall at any time be used as a residence, temporarily or permanently, nor shall any shelter be used as a temporary residence, regardless of character.
8. Outside clothes-drying lines and equipment are permitted, provided that they be screened from the view of other lots and the street.
9. The structure erected, altered, placed or permitted, to remain on any building plot, shall comply with the following requirements:
 - a. Minimize house size shall be 1,200 sq. ft. exclusive of garages, open porch, and patio on a one-story residence; and a minimum of 800 sq. ft. ground floor area if higher than one story. With a minimum gross floor area of 1400 sq. ft. on higher than one-story structures.
 - b. There shall be no two-family dwellings in the subdivision and all homes shall have two-car garages and paved drives.

- c. Each dwelling should have an exterior designed architecturally to fit the community as determined by the Northern Robertson Village Neighborhood Association Board.
 - d. Each dwelling shall have a minimum of one (1) full bathroom.
 - e. No boat, or travel trailer, or motor home of any description, shall be stored on any lot exposed to view from the street or neighborhood lot.
 - f. TV antennas, or towers of any type, shall not be permitted on any lot. Overhead utility lines, including power and telephone, shall be held to a minimum and all lead lines to the dwelling shall be underground.
 - g. All satellite dish installation must not be more than 6ft from the side of a homeowners home. Satellite dish cable lines shall be held to a minimum and all lead lines to the dwelling shall be underground or attached. No cables line shall be permitted through windows.
10. No parking of any vehicle shall be permitted on the street, or cul-de-sac, between the hours of 12:00 a.m. and 6:00 a.m.
- a. No parking of any vehicle shall be permitted on any part of a homeowner's lawn or easement of any lot for than twenty-four hours.
 - b. No parking of any vehicle in the opposite direction of traffic flow at any time.
 - c. No parking of any idle vehicle licensed or unlicensed shall be permitted on any on the street, or cul-de-sac at anytime. An idle vehicle is defined as a vehicle that has been parked in one spot for more 72 hours.
11. No trucks of any that require a "truck license" shall be parked, or permitted to remain, on any street or cul-de-sac, or on any part of the lot, unless such truck shall be enclosed by a garage and not exposed to view. Trucks making deliveries, or present in connection with service, repair, or construction are exempted. Pick up trucks with open beds are permitted.
12. No trailer hitches of any that require shall be parked, or permitted to remain, on any street or cul-de-sac, or on any part of the lot, unless such trailer shall be enclosed by a garage and not exposed to view. Trailer hitches making deliveries, or present in connection with service, repair, or construction are exempted.

13. No boats of any that require shall be parked, or permitted to remain, on any street or cul-de-sac, or on any part of the lot, unless such boat shall be enclosed by a garage and not exposed to view. Trucks making deliveries, or present in connection with service, repair, or construction are exempted.
14. No campers or vehicle campers of any type shall be parked, or permitted to remain, on any street or cul-de-sac, or on any part of the lot, unless such camper shall be enclosed by a garage and not exposed to view.
15. No unlicensed vehicle shall be permitted on any lot (unless stored in garage and not exposed to view), street, or cul-de-sac, for more than twenty-four (24) hours.
16. All automobile repairs for gain are prohibited and if performed by owner for a member of the household, said repairs shall be performed in the garage and not exposed to view.
17. Any and all fences, or ornamental yard lights, on the lots in Roberson Village Subdivision, Phase III which are furnished by the Developer, will be kept and maintained by the owners of the lots on which the same are placed, or constructed, for so long as these Restrictions shall run. No change in location, or in structure, of said fences, or yard lights will be undertaken by said lot owners without the prior written consent of the Building Committee heretofore designated. Ownership of said fences and lights will be in the owner of each lot, subject to this condition.
18. Any part of the dedicated street right-of-way, which are not actually occupied by the pavement, gutters, curbs, and sidewalks, shall be maintained by the adjacent lot owners as part of their lawn. Any gates, pillars, or other fixtures in the right-of-ways at the entrance, or entrances to ROBERTSON VILLAGE SUBDIVISION, PHASE III shall be also maintained by the adjacent lot owner.
19. All driveways built on any lot in the subdivision shall be paved. A four (4) foot concrete public sidewalk parallel to the street (s) shall be installed by buyer concurrent with the installation of the driveway (s). Provided however, in any event, buyer shall install said sidewalk (s) no later than one year from the date that premises are deeded to the him where sidewalks are required.
20. It shall be the responsibility of the owner of any lot of parcel of land within the area of this plat to comply at all times with the provisions of the drainage pan as approved for this plat by the Department of Public Works of the city of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

The foregoing covenants, restrictions, and conditions shall run with the land and shall be binding upon all parties owning, or claiming any interest in any lot, or part thereof. In said addition, and all persons claiming under them until January 1, 2003, at which time they shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots of the addition, it is agreed to change or abolish said covenants in whole, or in part. If any parties owning or claiming an interest in any lot, or part thereof, violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real estate in said addition to prosecute any proceedings at law, or in equity against the person, or persons, violating, or attempting to violate any such covenants, either to prevent him, or them, so doing, or to recover.

Invalidation of any one of these covenants by judgment, or decree of court, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission, provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended or any conditions attached to approval of this plat by the Plat Committee.

IN WITNESS WHEREOF, JOHN E. SMITH, INC., by John E. Smith, President, and Jana M. Page, Secretary/Treasurer, have hereon caused its and their names to be subscribed this 20th day of March, 1987.

John E. Smith Enterprises, Inc.

By:

Attest:

John E. Smith, President

Jana M. Page, Secretary/Treasurer

State of Indiana

Tippecanoe County

Before me, a Notary Public in and for said County and State, personally appeared John E. Smith Enterprises, Inc., by John E. Smith, President, and Jana M. Page, Secretary/Treasurer, and acknowledged the execution of the above foregoing instrument as its voluntary act and deed.

AMENDMENT TO NORTHERN ROBERTSON VILLAGE COVENANTS

ASSESSMENTS

PURPOSE OF ASSESSMENTS. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (a) to promote the health, safety and welfare of the residents occupying the real estate, (b) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, Landscape Easements, Drainage, Utility or Sewer Easements or Lake Easements and the Drainage system, Landscape Preservation Easements, (c) for the performance of the responsibilities and duties and satisfaction of the obligations of the Association and (d) for such other purposes as are reasonably necessary or specifically provided herein. A portion of the Regular Assessment may be set aside or other wise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvement which the Association shall be uniform for all Residence Units within the subdivision. Undeveloped lots shall be assessed at one-third the amounts of Residence Units.

REGULAR ASSESSMENTS. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association to fix from time to time the Regular Assessment against each Residence Unit or Lot at any amount not in excess of the Maximum Regular Assessment as follows:

1. Until December 31, 2005 the Maximum Regular Assessment on any Residential Unit for any calendar year shall not exceed \$70.00 if paid once annually and \$80.00 if paid semi annually. The maximum Regular Assessment for an undeveloped lot shall not exceed \$25.00 for any calendar. There will be a late fee that shall not exceed \$10.00 for any calendar year.
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3. From and after January 1, 1997, the Maximum Regular Assessment on any Residence Unit or Undeveloped Lot for any calendar year may be increased not more than 10% above the Regular Assessment for the previous calendar year without a vote of the members of the Association as provided in the following subparagraph.
4. From and after January 1, 1997, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the Maximum amount specified in

subparagraph 2 above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.

5. Each Residence Unit shall be assessed an equal amount for any regular assessment, excepting any proration for ownership during only a portion of the assessment period. Each undeveloped lot shall also be assessed an equal amount of Regular Assessment as described in subparagraph 1.

SPECIAL ASSESSMENTS. In addition to regular assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations and any other loss) which the Association may from time to time incur, but only with the assent of 2/3 of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the Association called for such purpose.

DATE OF COMMENCEMENT OF REGULAR OR SPECIAL ASSESSMENT. DUE DATES. The Regular Assessment or Special Assessment, if any, shall commence as to each Resident Unit or Undeveloped Lot on the first day of the first calendar month following the first conveyance of the related property to an owner.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

FAILURE OF OWNER TO PAY ASSESSMENTS.

(A) No Owner may exempt himself or herself from paying Regular Assessments or Special Assessments due to such Owner's nonuse of the Common Areas of abandonment of the Residence Unit or Lot belonging to such Owner. If any Owners shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in paragraph below entitled CREATION OF LIEN AND PERSONAL OBLIGATION) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of

any assessment when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rental and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective property, costs and expenses of such action incurred (including but not limited to attorneys reasonable fees) and interest from the date such assessments were due until paid.

(B) Notwithstanding anything contained in this paragraph or elsewhere in this Declaration, any sale or transfer of a Residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the property owner, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefore.

CREATION OF LIEN AND PERSONAL OBLIGATION. Each Owner of a Residence Unit or Lot by acceptance for itself and related entities of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association for his obligation for (a) Regular Assessments for Common Expenses and (b) Special Assessments for capital improvements and operating deficits and for special maintenance and repairs. Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys fees, shall be a continuing lien upon Residence Unit or Lot against which assessment is made prior to all other liens except only (1) tax liens on any Residence Unit or Lot in

favor of any government or special taxing district and (2) the lien of any first mortgage of record. Each assessment, together with interest, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the Owner of the Residence Unit or Lot at the time such assessments became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Residence Unit or Lot) shall not pass to such Owners successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Residence Unit or Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular Assessment or Special Assessments or other charges against the Residence Unit or Lot. Such statement shall be binding upon the as of the date of such statement.

EXPENSE INCURRED TO CLEAR DRAINAGE, UTILITY OR SEWER EASEMENT DEEMED A SPECIAL ASSESSMENT. As provided in the Plat covenants relating to the Real Estate, the Owner of any Lot subject to a Drainage, Utility or Sewer Easement, including any builder, shall be required to keep the portion of said Drainage, Utility or Sewer Easement of his Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Association. Also, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Associations written request be removed by the Owner at the Owner's sole cost and expense. If within 30 days after the date of Associations written notice, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Association may enter upon the lot and cause such obstruction, structure or improvement to be removed so that the Drainage Utility and Sewer Easement is returned to its original designed condition. In such event, the Association, shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the Property owned by such Owner which, if unpaid shall constitute a lien against such Property and may be collected by the Association pursuant to this article in the same manner as any other Regular Assessment or Special Assessment.

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