

COVENANTS
FOR
BEECHWOOD FARMS
HENDRICKS COUNTY

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HENDRICKS COUNTY IN
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COVENANTS 23.00
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RESTRICTIVE COVENANTS OF BEECHWOOD FARMS

Michael P. Eaton, does, by this indenture, hereby restrict and covenant the real estate within the boundary of Beechwood Farms, as per plat thereof recorded 9-7-99, in Plat Cabinet 2, Slide 148 Page 2A - D in the office of the Recorder of Hendricks County, Indiana, except Lots Numbered Thirty-six (36) and Thirty-seven (37) within said plat, to itself and its grantees, assigns, successors, legal representatives and to any person, persons, corporations, banks and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. DEFINITIONS.

- A. "Developer" shall mean Michael P. Eaton, his successors and assigns.
- B. "Owner" shall mean the person or collection of persons who has or have acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- C. "Lake Association" shall mean the Beechwood Farms Lake Association, Inc. which shall consist of all Lot Owners within the Development which are contiguous to a lake. Upon the sale of seventy-five percent (75%) of said Lots, the Lake Association shall be formed and take over the duties described herein.
- D. "Committee" shall mean the Architectural and Environmental Control Committee composed of the officers and directors of Beechwood Farms, or their duly authorized representatives, all of whom shall serve without compensation for services performed as Committee members. Upon the death of any member of said Committee, the remaining member or members shall have full authority to perform the duties of the Committee, or to designate a representative with like authority, who must be an Owner.
- E. "Plat or Plats" shall mean the subdivision plat or plats for Beechwood Farms, which was recorded on the 7th day of September, 1999, as Instrument No. 99-26276 in the Office of the Recorder of Hendricks County, Indiana, and any subsequent section of Beechwood Farms encumbered by Developer.
- F. "Easements" shall mean and refer to certain "Drainage Easements", "Utility Easements", "Maintenance Easements" and "Slope Easements" which are referenced on the Plat.
- G. "Lake Areas" shall mean those areas on the Plat or Plats marked as such. The Lake Areas are hereby created and reserved:
1. solely for the common visual and aesthetic enjoyment of the adjoining lake owners;
 2. for use by the Developer during the Development Period for the installation of retention and detention ponds or lakes;
 3. for the use as retention and detention ponds or lakes;

8

2

4. for the use of the Lake Association for the management and control of retention and detention ponds or lakes, and the installation, maintenance and repair of improvements thereto.

2. **ARCHITECTURAL CONTROL.** No house shall be erected, placed or altered on any lot in the subdivision until: (1) the plans and (2) name of builder have been approved by the Architectural Committee which shall consist of the undersigned owner or by its duly authorized representatives (if a document is executed by Developer conveying such responsibility). The approval or disapproval as required in these covenants, shall be in writing. In the event that said written approval is not received within ten (10) days from the date of submission, it shall be deemed that the plans and specifications have been disapproved. Prior to commencement of any construction activities, the builder (or general contractor) who will be responsible for the construction on behalf of the lot owner must agree in writing to comply with the requirements of the Beechwood Farms Erosion Control Plan as approved by the Indiana Department of Natural Resources and contact the Chairman of the Architectural Committee to ensure an understanding of the "Special Provisions During Construction" as discussed in paragraph 18. This will be a requirement of the approval letter received from the Architectural Committee.

3. **DWELLING:** All construction must be performed or directed by a contractor licensed or registered by Hendricks County. The ground floor of the main structure, exclusive of porches and garages, shall not be less than 2000 square feet in the case of one story structures, not less than 1200 square feet in the case of multiple story structures, with no less than 2400 square feet of finished floor area in such multiple story structures (determination of square footage sufficiency shall rest exclusive with the Architectural Committee). However, if the ground floor area of a multiple story residence is greater than 2000 square feet, than 2000 square feet, then the above ground multiple story footage minimum does not apply. 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 an attached garage with at least 440 square feet of floor area. All building locations and elevations must comply with the plat and Hendricks County or other applicable regulations. The exterior first floor walls of the residence must have at least 90% brick or stone coverage (single and multiple story homes). The Architectural Committee is also solely responsible for determining the compliance of proposed house plans with these square footage and masonry requirements. No aluminum or vinyl siding is permitted. Roof pitch must be at least 9/12 with a minimum overhang of 12 inches, although the Architectural Committee may remove this requirement in special situations. All windows must be constructed of wood. All garages must have finished interior walls. All foundations must consist of either basement or crawl space construction. No slab floors are permitted (except in basements or the below grade level of split-level residences).

3. **LAND USE.** Lot use will conform with the regulations of the Hendricks County Plan Commission, unless these Covenants are more restrictive, in which case these Covenants will control. All lots are restricted to residential use. The subdivision of a lot is prohibited unless said division creates two building sites on three adjoining lots, which building sites comply with the Hendricks County zoning and subdivision regulations and with these Covenants. Where a lot is subdivided or where an Owner acquires adjoining lots for the purpose of building one residence across the common lot line, the side lot line set back restrictions specified herein and shall not apply to said common lot line. Construction of buildings across drainage easements and utility easements that coincide with lots lines is prohibited.

4. **BUILDING SETBACK DISTANCES.** 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 meet applicable Hendricks County zoning regulations.

3

5. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked "UTILITY" are easements 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. No owner is permitted to make any changes to the area within the drainage swales without permission of the Hendricks County Surveyor's office. In the event that activities related to construction of a house, including yard grading or erosion damage, causes any swale to change in any manner from the final condition established by the undersigned developer, become blocked or fail to drain properly, it shall be the responsibility of the lot owner to reestablish the proper swale drainage and place the swale in the same condition that it was prior to any construction activities. Lot owner shall keep street drains clear of leaves and other debris in order to maintain a safe and attractive environment. 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. NO downspout drains or any other drainage system except sump pumps may be connected to the subsurface drains located along the street. 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. During construction activities through final establishment of a grass cover, it is the responsibility of the lot owner of to ensure that suitable means are installed to prevent silting of any drainage swale or street. This will include placement of silt fences, straw bales or other means to prevent mud or dirt from washing into drainage swales or streets. No driveway is to be constructed within any drainage easement unless approval is specifically acquired from the Hendricks County Surveyor's Office prior to such construction.

6. **ACCESSORY BUILDINGS.** No detached garage, utility buildings, barn or other accessory building will be allowed on any lot.

7. **BUSINESSES:** No mercantile building shall be erected, built, or placed on any portion of the referenced subdivision or may any dwelling be used for any business of any nature. However, a house shall be permitted to be used as a model home by a builder subject to the restrictions in this section. During such use of the house as a model home, the total signage that may be used on any lot shall not exceed 25 square feet with no single sign exceeding 16 square feet. The duration of the model home period shall be 6 months measured from the date of issuance of an occupancy permit by Hendricks County authorities. However, at the sole discretion of the undersigned, Beechwood Farms, or its assigns, this model home period may be extended for one or more additional three months periods. Such extension(s) will depend on the demonstrated appearance and operation of such model home, compliance by the owner of the model home with other covenants as well as on other lots owned by such owner, and any other factors that the undersigned considers appropriate. After the model home period (under the above time period limitation), the house must be placed on the market for sale and the sign limits of paragraph 9 shall apply.

8. **NUISANCES.** No noxious or offensive activity shall be carried out on any homesite or anywhere within the boundaries of the subdivision, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, the operation of any moped, off-road vehicle, all-terrain vehicle or similar item 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.

9. **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

3

4

any time as a residence, either temporarily or permanently. No animal kennel, dog run, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court or similar item is permitted. No permanent clothes lines are permitted. No solar panels (if visible beyond the lot boundaries), satellite dishes larger than 18 inches in diameter or signs other than one sign of no more than 5 square feet used to advertise the property for sale, may be placed on any homesite. No exterior antennas are permitted (except satellite dishes as provided above). Temporary structures used by builders during construction of the residence shall be allowed to remain during the building period. No sales trailers or other structures are permitted except for use by Developer for sales of lots in the subdivision. The above sign limitations shall not apply to signs used by Beechwood Farms or its agents to market lots in the subdivision or signs erected by lending institutions financing development of the subdivision.

10. **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 burning of leaves, branches or trash.

11. **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 on a schedule such that no growth in excess of twelve inches is permitted. Lot owners are responsible for the removal of any trees or limbs (caused by trees on their lot) that may block subdivision streets or fall on adjacent properties. 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.

12. **VEHICLE REGULATIONS.** No vehicle of more than 3/4 ton hauling capacity or equivalent vehicle shall be parked on any homesite except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any homesite for more than (3) consecutive days unless kept within a garage, this includes any vehicle that is not in operational condition and bearing the current year's license plate. 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 and should not be parked on the street overnight.

13. **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 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 or dog run is permitted). "Invisible" electric fencing for control of dogs is an acceptable alternate. Approval of such fences must be acquired as provided in paragraph 15.

14. **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 25 feet from the intersection of the street line of 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 10 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.

5

15. **FENCES.** No fences of any kind may be erected or constructed on any portion of any Lot, except fences for swimming pools; provided that such fences comply with all Avon Ordinances and shall be approved by the Committee. All swimming pools shall be properly fenced to protect the safety of others as provided in Section 24 below. Such fences shall not be required if a properly installed automated pool cover is maintained in place that will withstand and support a weight of four hundred (400) pounds or more and satisfies the requirement of all governmental authorities and is kept closed at all times when the pool is not in use or otherwise attended. Fences in easements are prohibited.

16. **SIDEWALKS AND DRIVEWAYS:** Prior to occupancy of the dwelling, all lots must have concrete sidewalks across the front property line meeting Hendricks County Standards and concrete driveways. Sidewalks must be completed at time of construction and before occupancy or, if no home construction is completed, within 1 year from date of purchase of the lot from the undersigned if so directed by the Association in order to provide sidewalk continuity with adjacent lots, whichever occurs first. This obligation shall extend to the new owner(s) in the event that the lot is sold by the original purchaser with the one year period still measured from the date of the original purchase from Beechwood Farms. Compliance is an obligation of the current owner. If sidewalks are not installed prior to the above 1 year requirement after having been directed to do so by the Association, then the Association may have them installed and shall invoice the current owner who by receipt of title to the lot agrees to accept this obligation. If sidewalks are thus installed by the Maintenance Association, then the cost of the sidewalk, and a ten (10) percent service charge and costs of collection thereof shall there upon become a continuing lien on the property. Sidewalks at property lines are to meet flush with no abrupt grade changes from one lot to another. No driveway may be constructed within any drainage easement.

17. **STORAGE TANKS.** No oil, gas, or any other storage tanks are allowed.

18. **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 who must also agree in writing to comply with the requirements of this section. Upon completion of the foundation, a stone driveway area shall be created to minimize mud and debris carryover to the subdivision and adjacent streets. In addition, the builder must ensure that subcontractors do not drive on and track mud from the lot but use the stone driveway for any vehicle access to the lot. 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. It is also the responsibility of the owner to insure that no material (dirt or otherwise) is allowed to be placed on existing swales within drainage easements. If any damage to another lot occurs due to the activities of the builder or subcontractor, it is the responsibility of the owner to return such lot to its original condition, including rubbish removal, regrading, reseeding or any other act necessary to remove such damage. If the construction site or repair of such other lot is not maintained or performed in conformity with this paragraph, the Association or undersigned owner reserve the right to perform such cleanup or repair functions that it deems necessary to protect the interests of the other lot owners and will invoice the owner whose contractor caused such damage, including a ten (10) percent service charge and costs of collection thereof, which shall thereupon become a continuing lien until paid.

19. **SWIMMING POOLS:** No swimming pool or associated structure shall be erected or placed on any homesite until the construction plans, including plot plan have been approved by the Architectural Committee. No above ground pool is permitted. Below ground pools shall be fenced for the safety of other residents. No Swimming pool or associated equipment shall be erected or place within any easement area.

6

The location must also meet the location requirements of the appropriate state, county or local authorities. All pools shall be fenced for the safety of other residents, subject to the requirements of paragraph 14.

20. **MAILBOXES:** It is the responsibility of the lot owner to install mailboxes meeting standards established by the architectural Committee. At the time of closing of the purchase of a lot, the undersigned owner will provide the names of approved vendors known to be able to supply approved mailboxes and posts.

21. **BEECHWOOD FARMS LAKE ASSOCIATION:** All owners of lots numbered 8 thru 11 collectively the Lake Lots) shall become members of the Beechwood Farms Lake Association (the Lake Association). The Lake Association is not-for-profit corporation organized to own and manage the area on the plat entitled "Proposed Detention Pond" which is also a drainage and utility easement. The retention pond in this area was installed due to Hendricks County drainage requirements and has as its primary intended use the retention of storm water. This tract is to be deeded to the Lake Association by the undersigned owner.

(a). The owners of the Lake Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Lake Association annual assessments necessary to meet the obligations of the Lake Association as defined in this paragraph. Each such annual assessment shall be the personal obligation of the person(s) who was the owner of the property when the assessment was due. In the case of multiple owners of a specific lot, the term "owner" shall refer to the person representing such multiple owners. If a lot is sold, the payment of the previous owner remains with the Lake Association and no assessment is due from the new owner until the next normal assessment date. The annual assessment date shall be January 1 for each calendar year. There will be NO assessment due at the time of closing of the lot purchase from Developer. However, the Lake Association shall contact the new owner within 30 days after said closing and invoice the amount of dues that are payable, depending on the date of such closing.

(b). The assessment levied by the Lake Association shall be used exclusively for the purpose of the following: (1) general maintenance and cleaning of the pond (coordinating with the Beechwood Farms Maintenance Association as appropriate), (2) costs associated with routine expenses of the Association, including legal fees, property taxes on the common area, insurance, etc. and (3) other general functions that the Lake Associations shall determine are in the best interests of its members.

(c). The initial annual assessment shall be Fifty Dollars (\$50.00) per lot. In no event shall any assessment or charge be levied against or be due from the undersigned Beechwood Farms, its representatives, or assigns. Future assessments are to be determined by the Lake Board based on a comparison of member payments and Lake Association expenses. The Lake Board may change the maximum and basis of the assessments, provided that any such change shall have the assent of two-thirds of the Lake Boards members. If the assessments from members are not paid on the date due, then the assessment and costs of collection thereof shall thereupon become a continuing lien on the subject real estate.

(d). On an annual basis, the Lake Board shall prepare a roster of the properties and assessments applicable thereto. Such roster shall be kept with the records of the Lake Association. A dues assessment shall thereupon be sent to every Lake Association member subject thereto by December 15 for payments of the succeeding year's assessment. Payments shall be considered delinquent if not received by January 15. Although generally the Lake Board shall have the authority to act on behalf of the members and total membership meetings

7

are not required, the Lake Board may call meetings of all members of the Lake Association when considered appropriate. At any meeting of the members, or through written ballot provided separately to the members, a two-thirds majority of those actually voting shall be required to pass any motion made by members. Only one vote per lot is permitted. Similarly, a two-thirds majority of the Lake Board voting shall be required to pass any motion made in the Lake Board meetings or by written ballot outside any schedule meeting. However, at least two-thirds of the Lake Board must vote in any action for that action to become effective. On an annual basis, the Lake Board shall prepare an annual report to the membership, summarizing the primary events of the past year and accounting for all funds received from the members.

(e). The Lake Board shall schedule meetings at a frequency considered appropriate to effectively conduct the business of the Association. Routine bills may be paid directly by the Secretary/Treasurer after approval by one other officer.

22. COMMON AREAS, RETENTION PONDS AND LEGAL DRAIN EASEMENT:

(a). The area on the Section plat labeled as Proposed detention pond is a drainage and utility easement. The pond located on this tract is primarily for retention of storm water. Access to the easement area between the pond and any adjacent property line is permitted for the respective adjacent property owner only, except for maintenance operations performed by the Lake Association. NO ice-skating, swimming, boating or any other use of the pond is allowed, EXCEPT as permitted by the Lake Association under procedures outlined in this section. However, under NO circumstances (including the desire of the Lake Association to do so) is a motorized boat, ski or any other motorized craft ever to be permitted in the pond.

23. **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 owners of the lots has been recorded agreeing to change said covenants in whole or in part. However, at any time, an instrument signed by ALL owners of the lots in the Subdivision may be recorded to change and covenant in the referenced section(s).

24. **ENFORCEMENT:** If the owner of any lot in the Subdivision shall attempt to violate and of the covenants herein, it shall be lawful for any other owner(s) 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 and to recover any damages or other dues for such violations, including attorney fees. It is solely the responsibility of the lot owners and the Association to monitor compliance with these covenants and Avon Development Corporation has no obligation in this regard beyond its role on the Board and/or Architectural Committee.

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. **ADDITION TO REAL ESTATE:** Developer shall have the unilateral right, privilege, and option, from time to time, at any time to subject to the provisions of these Restrictions and the jurisdiction of the Lake Association to all or any portion of the subsequent Beechwood Farms sections. Such addition shall be accomplished by the filing in the office of the Recorder of Hendricks County, Indiana, a Supplemental Declaration subjecting such real estate to these restrictions. Such Supplemental Declaration

7

8

shall not require the consent of the Lake Association or any Owner, but shall require the consent of the owner of such property, if other than Developer. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration, unless otherwise provided therein. This paragraph shall not be amended without the prior written consent of the Developer, so long as Developer owns any of the Expansion Real Estate.

So dated this 27 day of AUGUST, 1999.

Michael P. Eaton
Michael P. Eaton

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

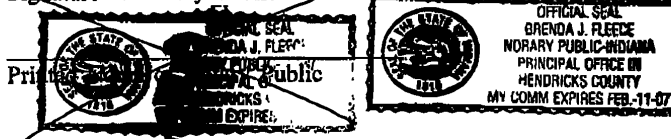
Before me, a Notary Public in and for said County and State, personally appeared Michael P. Eaton, who acknowledged the execution of the foregoing Instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 27 day of August, 1999.

My Commission Expires:

Brenda J. Fleede
Signature of Notary Public

County of Residence:



This instrument was prepared by Ben Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, Indiana 46122, telephone: (317) 745-4300.