

COVENANTS AND RESTRICTIONS
FOR
CRAFTON MEADOWS SUBDIVISION

1. NAME: This subdivision shall be known and designated as Crafton Meadows, a subdivision located in Brown Township, Morgan County, Indiana.
2. LAND USE AND BUILDING TYPE: No lot shall be used except for one single family residential structure per lot, no less than 1200 square feet other than any that are designated for park or recreation. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not less than two cars nor more than four cars. In the event the purchaser should buy two adjacent lots with purpose of building one single family dwelling across the centerline the lot line restrictions shall not apply to the boundary lines dividing any two said lots. Exterior of dwelling shall be approved by the Architectural Committee on all lots.
3. BUILDING LINE: Front yard set back lines, and side yards set back lines on corner lots are to be shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained. Side yard set back lines on all other lots shall be six (6) feet.
4. UTILITY EASEMENTS AND DRAINAGE: "Utility Easements" as shown shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and for electric or telephone lines, poles, ducts, pipes, etc., on, over, under and to said easement for the local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission is to be constructed. "Drainage Easements" reserved as drainage swales are to be maintained by any owner such that the water from any adjacent lot shall have adequate drainage along such swale and cannot be blocked to prevent the flow of natural drainage, even if specified easement is not shown on the plat. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions and maintenance assessments of drainage easements. No permanent or other structures are to be erected or maintained upon any easements shown upon the plat and owners of lots shall take their titles subject to the rights of the above easement; no sump pump can be discharged into the street after a house is completed. The discharge of a sump pump must be installed underground with a plastic pipe or vitrified tile to those designated areas.

5. ARCHITECTURAL CONTROL: No building or inground swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and the complete plot plan have been approved by the Architectural Committee, as to the quality and type of material and workmanship, in harmony with the external design and with existing structure of finished grade elevation. Information concerning members and location of Architectural Committee may be obtained by contacting Caperton Development Group, Inc., Mooresville, Indiana. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1200 square feet for houses of one story and 1400 square feet on houses of more than one story. Roof pitches on front of houses need to be at least 7/12 and 5/12 on sides and back (More specifically, if you are standing in the front of the house and see a gabled end it should be 7/12. If you are standing on sides or back and see a gabled end it needs to be at least 5/12). All flues from fireplaces must be framed or bricked. All fronts to consist of 70% brick. All corner lots need 3' of brick down the side in addition to the 70% brick on the front. No two identical color schemes side by side or across from each other. Color scheme for Crafton Meadows can be picked up at Caperton Development Group, Inc. Lawns to be Hydra Seed or Slit Seed. Slabs will not be allowed in Crafton Meadows with the exception of houses sold prior to July 7, 1991. Ground elevations will dictate elevations of basement floors and will be approved by the Architectural Committee.
6. ARCHITECTURAL COMMITTEE: The Architectural Committee shall be composed of two members appointed by the Directors of Caperton Development Group, Inc. Said committee membership shall be made known to original lot purchasers at time of sale. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that said written approval is not received from the Committee within twenty (20) days from the date of submission, it shall be deemed that the Committee has approved the presented plan. Once Caperton Development Group, Inc. has no ownership or has no interest in Crafton Meadows Subdivision, the Board of Directors of Caperton Development Group, Inc. shall have the authority to appoint its successor Architectural Committee.
7. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line, nor nearer to the side street lines than the minimum set-back line shown on the record plat or contained in these covenants and restrictions. For the purpose of this restriction sidewalks, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
8. NUISANCES: No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. This includes but is not limited to the tearing down or rebuilding of vehicles.

9. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, kennel, cement slab that would serve as a basketball court, tennis court, paddle ball court or similar activity, other buildings, satellite discs larger than eighteen (18) inches in diameter and none of approved size may be decorated with pictures or works, solar panels, above ground swimming pools or radio antennas that extend more than five (5) feet above the uppermost height of the roof shall be placed on any lot. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.
10. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be housed, bred or kept on any lot except family pets, which may be kept provided they are not kept, bred or maintained for commercial purposes, and not to create or constitute a nuisance. Small animals, which are not family pets such as rabbits, may be kept as 4-H projects but must be removed within 30 days after a 4-H show.
11. GARBAGE AND REFUSE DISPOSAL: No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash.
12. WATER SUPPLY: No individual water supply system shall be permitted on any lot.
13. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted upon any lot.
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 twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at such height to prevent the obstruction of such sight lines.

15. **FENCES:** Fences, other than a standard silver-colored chain link no higher than 42", walls or continuous shrub planting which would in any way serve the purpose of a fence, shall not be erected until approved, in writing, by the Architectural Committee. Privacy and protection fences around a swimming pool shall be no farther than ten (10) feet out from the pool's water edge.
16. **SIDEWALKS AND PRIVATE DRIVES:** All private drives shall be paved of blacktop or concrete; sidewalks of concrete. Both must be installed according to local code and requirements and must be completed at time of construction and before occupancy or within two years from date of purchase whichever occurs first. Compliance is an obligation of the purchaser.
17. **STORAGE TANKS:** Oil, gas or gasoline storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.
18. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot, except for one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.
19. **VEHICLE REGULATIONS:** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, truck or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No boat, trailer or motorhome shall be permitted to remain on any homesite for more than five days unless kept within a garage.
20. **VIOLATIONS:** Enforcement shall be by proceedings at law by said Developer or Land Owner or Homeowners Association or their assignee or in equity against any person(s), partnership(s), or corporation(s) violating or attempting to violate any covenants either to restrain the violation or to recover damages. These restrictions shall insure to and be enforceable on any single family dwelling unit or common area surrounded thereof in this addition and any judgement for costs on account of legal action, brought to enforce said restrictions, or any of them, shall carry with it attorney's fees for plaintiff's attorney, including but not limited to all trial fees and appeal fees, which shall attach to and be a lien upon any real estate owned by the defendant in this addition.

21. **PROTECTIVE COVENANTS:** The Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of these covenants, by judgment or court order, will in no way affect the other covenants which shall remain in full force and effect.
22. **MAIL BOXES:** Mail boxes must be Gothic-style and purchased through Caporale Posts, 2435 S. State Road 135 in Greenwood. Their telephone number is (317) 535-4635.
23. **GAZEBOS:** Free standing gazebos are permitted if design and location is approved by the Architectural Committee.
24. **LANDSCAPE EASEMENTS:** There shall be strips of ground marked "Landscape Easement" for the installation of mounds of earth designed to buffer Crafton Meadows from Bridge Street to the north. It shall be the responsibility of those homeowners whose properties border these mounds to maintain them; failure to do so will result in the filing of a lien on the property by the Homeowners' Association. It shall be unlawful to build upon, to deface or to remove any of said mounds.

This instrument prepared by Roger D. Caperton, President, Caperton Development Group, Incorporated.

In witness whereof, the undersigned have set their hands and signatures this 21st day of October, 1992.

Caperton Development Group, Incorporated

Roger D. Caperton Pres
Roger D. Caperton, President

Donald Stafford Sec.
Donald Stafford, Secretary

STATE OF INDIANA, MORGAN COUNTY SS:

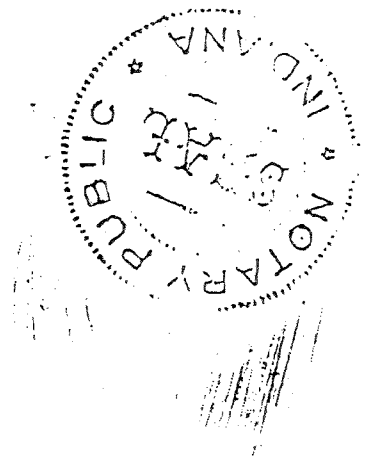
Before me, the undersigned, a Notary Public in and for said County and State, this 21st day of October, 1992, personally appeared Caperton Development Group, Incorporated by Roger D. Caperton, its President, and Donald Stafford, its Secretary and acknowledged the execution of the foregoing COVENANTS AND RESTRICTIONS for Crafton Meadows Subdivision.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY SEAL.

H. Corne Richard
Signature
H. CORNE RICHARD

October 21, 1992
Date

August 24, 1996
Date my commission expires:



October 22, 1992

To Whom it May Concern:

Please be advised that Crafton Meadows, Section One Plat, submitted this day to the Morgan County Recorder is an complete document in and to itself. The same being the one and only document submitted to the Mooresville Plan Commision at a meeting held on the 26th day of March, 1992.

Roger D. Caperton
ROGER D. CAPERTON

Donald N. Stafford
DONALD N. STAFFORD

STATE OF INDIANA
COUNTY OF MORGAN

Before me, the undersigned, a Notary Public in and for said County and State, this 22, day of October, 1992 personally appeared:

Roger D. Caperton and Donald N. Stafford, and acknowledged of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed by official seal.

My Commission expires January 25, 1995



Ann A. Marvick Notary Public, Resident of Morgan County, Indiana

This instrument was prepared
By *Donald Stafford*

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ROGER D. CAPERTON

Donald N. Stafford
DONALD N. STAFFORD

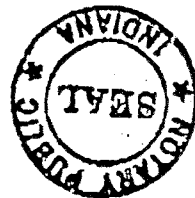
STATE OF INDIANA
COUNTY OF MORGAN

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My Commission expires January 25, 1995

Ann A. Marvel Notary Public, Resident of Morgan County, Indiana



This instrument was prepared
By Donald N. Stafford

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