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Subdivision Covenants and Restrictions

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COVENANTS
FOR
DEER MEADOW
HENDRICKS COUNTY



6210 Amendment to Restrictive Covenants
of Deer Meadows Sub. - Aug 22, 1991
Main Bk 127 Page 238-239. 161
Jay Bradley - R.H.C. - W.B.

BOOK 120 PAGE 685

RESTRICTIONS OF "DEER MEADOWS SUBDIVISION"

DKM Development, Inc., as Owner and Developer of Deer Meadows Subdivision, a subdivision located in Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and itself, 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.** "Committee" shall mean the Architectural and Environmental Control Committee composed of the officers of DKM Development, Inc., Dan Muehlenbein, Karen Muehlenbein and Paul Muehlenbein, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation 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. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation. "Developer" shall mean DKM Development, Inc. or its assigns.
- 2. Land Use.** Lots shall be used only for residential purposes. Where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. Lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements may not be built across.
- 3. Dwelling Size.** No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence not to exceed three stories in height. Dwellings on all lots shall have, at a minimum, attached two-car garages. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 1,500 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, shall be not less than 1200 square feet, with no less than a total of 1,800 square feet of finished floor space in such two-story structure.
- 4. Front and side building lines** are established as shown on the plat between which lines and the property lines or the street, no structure shall be erected or maintained.
- 5. No trailer, tent, shack, basement, garage, barn above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage.**
- 6. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.**
- 7. Animals.** No animals or poultry shall be kept or maintained in this subdivision except household pets such as cats and dogs; provided, however, that pets cannot be kept, bred, or maintained for commercial purposes.

ENTERED FOR RECORD

BOOK

120 FEB 6 1990 PAGE 685-89

Bonnie D. Muehlenbein
HENDRICKS COUNTY RECORDER

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8. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in this subdivision until the location plan, building plans, and specifications have been first submitted to, and approved by, the committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have met compliance.

9. No parcel of land shall be re-divided into a smaller parcel.

10. **Construction Time.** Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts.

Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

11. **Utility Building and/or Barn.** Utility buildings, barns, or other outbuildings shall be permitted only on the portion of the lot behind the dwelling and shall be placed only upon an area approved by the Committee. Such utility buildings, barns or other outbuildings shall be construction like the dwelling subject to the approval of the Architectural and Environmental Control Committee. The size and use of any utility buildings, barn or other outbuildings requires approval by the Committee prior to construction or placement on a lot.

12. **Signs.** The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more frequently than one day twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign excepting the latter type shall exceed five (5) square feet in size.

13. **Storage Tanks.** Oil or gas storage tanks shall be buried or located in a dwelling or garage.

14. **Hunting.** Hunting is prohibited in this subdivision.

15. **Fences.** Fences require Committee approval before erection as provided in Section numbered 8 above. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air, or view, or will otherwise hinder or damage the aesthetics of the subdivision. No fence shall be erected in the front yard of a dwelling. Swimming pools shall be properly fenced to protect the safety of others. All fences shall not be erected until approval by the Committee.

16. **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 distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

17. **Water Supply.** No individual water supply system shall be permitted on any lot.

18. **Sewage Disposal.** No individual sewage disposal system shall be permitted upon any lot.

19. **Vehicle Parking.** 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. No vehicle of any kind shall park on any road in this subdivision excepting for a reasonable length of time.

20. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting. The lot owner shall plant trees along the street side of his lot at 40 to 50 foot intervals.

21. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. 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. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least once during each of the months of April through September.

22. **Nuisances.** No noxious or offensive activity shall be carried out or allow to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.

23. **Basements.** Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

24. **Driveways.** Residential driveways shall be constructed of portland cement concrete or of asphalt paving. Pavement shall be a minimum of four (4) inches thick excluding subbase material. All driveways shall be of a sufficient length to assure that four (4) cars may be parked thereon with no more than two abreast. The Committee may disapprove any driveway which does not meet these intentions.

25. **Swimming Pools.** No swimming pools, where the water level is either partially or completely above ground level, shall be permitted, unless completely screened by a privacy fence and completely screened from the street by the dwelling. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee as required by Section numbered 15 above.

26. **Crawl Space and Foundation Drains.** No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.

27. **Exterior Antennas and Satellite Dishes.** No television or radio antennas, satellite dishes or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development. However, inside attic antennas and cable service are acceptable.

28. **Sidewalks.** Each lot owner, by acceptance of a deed for said lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain in good condition a concrete walk at the sides of all streets upon which his lot abuts. All walks shall conform with the specification and development plans for this subdivision on file in the office of the Pittsboro Plan Commission, and shall be completed within sixty (60) days after completion of the house on the lot, weather permitting.

29. **Gazebos.** Free standing gazebos are permitted if design and location is approved by the Architectural Committee.

30. **Mail Boxes.** As long as a mail box is required to be installed at a street location for Postal delivery, said mail box must be supported and mounted on a painted 4" X 4" wood material, preferably of a treated variety. Any exception, such as a decorative enclosure or support, must be approved in writing by the Architectural Committee.

31. Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of Deer Meadows Subdivision.

32. **Enforcement.** If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute, by any proceeding at law or equity, the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. The successful party to any such action may seek from the court recovery of attorneys fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep eight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in

any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the committed all fines that shall be made pursuant to this paragraph.

33. Term. These covenants will 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 from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the ten owners of the lots has been recorded agreeing to change said covenants in whole or in part.

34. Severability. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above described real estate, have set their hands and seals this 18th day of January, 1990.

DKM DEVELOPMENT, INC.

Dan Muehlenbein
Dan Muehlenbein, President

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Dan Muehlenbein, President of DKM Development, Inc., who acknowledged the execution of the foregoing Restrictions of Deer Meadows Subdivision, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of January, 1990.

My Commission Expires:
1/24/91

Walter P. Reeder III
Notary Public Walter P. Reeder III

Resident of HENDRICKS County.

This instrument was prepared by:
Lee T. Comer
Attorney-at-Law
P.O. Box 207
Danville, IN 46122
(317) 745-4300.

AMENDMENT TO RESTRICTIVE COVENANTS
OF DEER MEADOWS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, being all owners of "lots" in Deer Meadows Subdivision, being located in Section 31, Township 17 North, Range 1 East, Hendricks County, Indiana, do hereby amend the Restrictive Covenants of said development, which covenants are recorded in Miscellaneous Record 120, pages 685-89 in the office of the Recorder of Hendricks County, Indiana, as follows:

Item 3, Dwelling Size is changed to read as follows: No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence not to exceed three stories in height. Dwellings on all lots shall have, at a minimum, attached two-car garages. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 1,500 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, shall not be less than 1000 square feet, with no less than a total of 1800 square feet of finished floor space in such two-story structure.

The undersigned acknowledge that all other restrictive covenants are in full force and effect without change.

So amended this 15th day of AUGUST, 1991.

Raymond G. Wagner
Raymond G. Wagner Lot 1

Connie Wagner
Connie Wagner Lot 1

Stephen J. Hussey
Stephen J. Hussey Lot 7

Shelia J. Kessel
Shelia J. Kessel Lot 7

Randall W. Crowe
Randall W. Crowe Lot 6

Teresa S. Crowe
Teresa S. Crowe Lot 6

Walter L. Beam
Walter L. Beam Lot 17

Janet C. Beam
Janet C. Beam Lot 17

Benjamin E. Cundiff
Benjamin E. Cundiff Lot 21

Lillian R. Cundiff
Lillian R. Cundiff Lot 21

William Links
William Links Lot 25

Betty P. Links
Betty P. Links Lot 25

Charles F. Long
Charles F. Long Lot 37

Denise E. Long
Denise E. Long Lot 37

Gregory G. Jones
Gregory G. Jones Lot 40

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Jay Brantley
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Richard C. Ludlow
Richard C. Ludlow Lot 27

Terri F. Ludlow
Terri F. Ludlow Lot 27

Joseph M. Alberts
Joseph M. Alberts Lot 41

Clella A. Alberts
Clella A. Alberts Lot 41

John E. Mueller
John E. Mueller Lot 42

Margaret A. Mueller
Margaret A. Mueller Lot 42

Steve Fox
Steve Fox Lot 11

James A. Hacker
James A. Hacker Lot 3

DKM Development, Inc.
By: [Signature]
Lots 2, 4, 5, 8, 10, 12,
13, 14, 16, 18, 19, 23, 24, 26, 27, 28,
29, 30, 31, 32, 33, 35, 36, 38, 39, 40,
43 & 44

Leslie Builders IGI, Inc.
By: [Signature]
Lots 9, 15 and 22

Tom Links Construction
By: [Signature]
Lot 34

[Signature]
L. Robert Carter
d/b/a Vintage Homes
Lot 20

STATE OF INDIANA)
HENRICKS COUNTY) SS:

Subscribed and sworn to before me, a Notary Public in and
for said County and State, this 15TH day of AUGUST, 1991.

My commission expires:
12-30-94

Ronald V. Riggins
Notary Public
Ronald V. Riggins

Resident of HENRICKS County.

This instrument was prepared by:
Lee T. Comer
Attorney-at-Law
P.O. Box 207
Danville, IN 46122
(317) 745-4300