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First American Title Insurance Company
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251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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Liberty Meadows Estates Covenants and Restrictions

Locations

This subdivision, located in Hendricks County, Indiana shall be known and designated as Liberty Meadows Estates, entered for the record in Plat Book No. * on Page No. in the office of the Recorder of Hendricks County, Indiana and restricts and covenants the lots within the boundary of Liberty Meadows Estates as follow:

* PC518211

Developers

"Developer" shall mean Liberty Meadows Estate Developments LLC or their assigns. 8103 East US Hwy 36 #274, Indianapolis, IN 46123

Purpose of Covenants and Restrictions

The sole intent of all Covenants and Restrictions in Liberty Meadows Estates is to maintain the property values for all Owners and to insure a safe, beautiful community to reside in for all the Owners.

Home Owners Association

The Developers shall act as the Association until 80% of the lots are sold by the Developer. All Owners shall be members of the association known as Liberty Meadows Estates Home Owners Association. All references to "Association" or "Home Owners Associatioo" shall heretofore mean the aforementioned Liberty Meadows Estates Home Owners Association.

Transfer of Association to Home Owners

Upon the conveyance of 80% parcels to Owners, the Owners may then elect a Board of Managers consisting of (3) three members. The Board shall then be fully responsible for the duties of enforcing the Covenants and Restrictions for Liberty Meadows Estates.

BYLAWS

The Board shall draft and submit to the Members it's Bylaws which shall define the Board and the procedure for calling meetings of the Members as well as all details relating to the fulfillment of the Association's PURPOSES.

Membership

Each property owner in the Liberty Meadows Estates subdivision shall be a member of the 'association'. Husbands and wives shall be considered one member and entitled to one vote. Membership is not voluntary it is mandatory.

Voting

One vote, by the member in person or by his proxy, at all meetings of members shall be allocated to each lot regardless of the number of owners or the nature of the ownership. Only those votes cast by members in "good standing" shall be recognized. A member not in good standing would be a member who has unpaid and overdue dues or assessments or uncorrected violations of the association covenants.

Amendment of Covenants and Restrictions

The Developer / Association reserves and shall have the sole right:

- (a) to amend these covenants and restrictions for the purpose of clarifying ambiguity in, or an inconsistency between the provisions contained herein
- (b) to include in any contract or deed or any other instrument hereafter made, or any additional covenants and restrictions herein contained

- (c) no property owner, without the prior written approval of the Developer / Association may impose any additional covenants and restrictions on any part of the land shown in Liberty Meadows Estates and any such attempted imposition of restrictions shall be null and void

Enforcement of Liability of Association

Infractions of covenants and restrictions by any Owner shall result in a \$200 fine per infraction due within 30 days of notice of the infraction. In addition, the infraction must be corrected within 30 days of notice or the Developer / Association has full authority to pursue legal action in order to force the Owner to correct the infraction with all costs incurred of such actions being the sole responsibility of the Owner which committed the infraction. This includes, but is not limited to, the authority to place a lien on the Owners property for the amount necessary to correct the infraction and any incurred fees or costs.

Collected Fees

Moneys collected from fees or from fine infractions shall be accumulated annually and then be used for beautification of Liberty Meadows Estates or may be used toward the payment of Association expenses as determined by the Developer / Association.

Improvements and Alterations

All construction, improvements and alterations on any lot within Liberty Meadows Estates must be approved by the Developer / Association prior to any work beginning, and shall need to adhere to the restrictions and covenants for Liberty Meadows Estates.

Procedures for Approval

Detailed written requests for permission to make improvements must be submitted via certified mail to the Home Owners Association, or to the Developer during the period of time the Developer is acting as the Home Owners Association. When the Association is formed of Owners, then a new address shall be determined and published to all homeowners for submitting written requests.

Requests must contain:

- (a) sketches, diagrams and/or blueprints as applicable, depending upon the scope of proposed improvements
- (b) details of who shall be performing the work and how to contact them
- (c) written specifications detailing work to be completed
- (d) time frame work is to be completed

Developer / Association shall be allowed 15 days to review request and shall then send written notification of their decision via certified mail to the requesting Owner.

No work shall be completed prior to receiving written, signed and dated approval from the Developer / Association.

Land Use

No lot shall be used except for single-family residential purposes. The subdivision of a lot is prohibited unless said division creates one building site on two lots or two building sites on three adjoining lots, which building sites comply with applicable zoning and subdivision regulations and covenants.

Construction Time Frames

When construction begins, Owner shall be allowed 12 months to complete construction of new home. No one shall be allowed to live upon the property until the entire home is complete and a valid certificate of occupancy has been issued.

Upon title of a lot being transferred to an Owner, there is no limit as to when they must begin construction of their home; however, Owner shall be responsible to maintain property as determined by the Covenants and Restrictions.

Quality and Size of Dwelling

- (a) The ground floor of the dwelling structure, exclusive of porches, basements, and garages shall be not less than (2000) two thousand square feet for a one story dwelling
- (b) Not less than (2400) two thousand four hundred square feet for a dwelling of more than one story, with a minimum of (1600) sixteen hundred square feet on the ground level.
- (c) An attached or detached garage for at least (2) two cars must be included.
- (d) Concrete Driveways are required.
- (e) The roof of the main structure shall have a minimum of 7/12 pitch and shingles shall be of asphalt or fiberglass and a minimum of 5/12 pitch on accessory roofs
- (f) Excluding doors, windows, and roofs, exterior building materials shall be a minimum of 75% brick, masonry or stone with brick being located on all ground floor sides of the structure. Remaining 25% of exterior may be wood or wood composite siding, no vinyl siding shall be allowed on any structure.
- (g) No more than one course of (8) eight inches concrete block or eight (8) inches of poured foundation should be exposed above the finish grade on any home
- (h) Foundation exposure greater than above should be veneered with the same materials as the main structure
- (i) No modular or mobile homes shall be permitted
- (j) All residences must be on either a crawl space or basement
- (k) All detached buildings must be on a poured concrete foundation

Common Utilities Under Ground

All telephone, electrical or similar connections from the utility lines shall be underground from the street unless deemed impractical by the utility company in writing.

Building Line

Front yard set back lines and side yard set back lines on corner lots are to be shown on recorded plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained

Side setback lines on all other lots shall be in accordance with the local ordinances.

For the purpose of these covenants and restrictions, eaves, steps and open porches, which may include a screened porch, shall not be considered a part of the building. However, this shall not be construed to permit any portion of building on a lot to encroach upon another lot.

Erosion and Sediment Control

Each lot owner and their builders/contractors shall be responsible for erosion and sediment control on their lot in accordance with Title 327, article 15, Indiana Administrative Code, commonly referred to as "Rule 5". Erosion and sediment control measures shall include but are not limited to: silt fencing, storm inlet protection, sodding, mulch seeding and or a combination thereof. Owners and their builders/contractors shall not allow mud, silt or building debris to collect on streets or drainage swales at any time.

Road Damage

Lot owners and their builder/contractors are responsible for road damage they cause. Before construction may begin, the owner/contractor shall post a \$2000 deposit that shall be returned when construction is complete provided no road damage was caused by the owner/contractor. If road damage does occur, some or all of the deposit may not be returned in order to pay for repairs.

Signs

The following signage and uses are permitted unless restricted by applicable local codes:

Signs permitted by law are acceptable.

Single sign per lot for lending institution or builder during construction and sales period.

Single yard sale or garage sale sign placed by owner for no more than one week prior to sale and shall be taken down the day the sale ends.

Single sign placed in yard to advertise property for sale or rent.

No sign shall exceed nine (9) square feet in size unless approved by developer/association.

This section does not apply to any sign or signs that may be erected on the entrance easement by the developer or marketing and promotional signs placed by the Developer / Realtor.

Fences

All fences require approval before erection by the developer/association.

No galvanized and vinyl coated link type fencing shall be permitted.

No barbwire fences shall be allowed.

Fences in easements are erected at owner's risk.

Animals

Lot owners shall not keep permanently outside housed animals including pets.

All owners with pets must conform to all state and local humane laws.

Pets must be confined to the owner's lot by the use of fencing or on a leash accompanied by an adult with the means to clean up solid waste.

Pets shall be kept under the control of owners at all times and not be allowed to wander through Liberty Meadows Estates.

No dog kennels or dog runs shall be allowed.

Business Use

No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.

No oil drilling or mineral exploration shall be allowed.

Satellite Dishes and Antennas

Satellite dishes and approved antennas must be no larger than 20 inches and be installed directly onto the residential dwelling or approved location.

Ditches, Culverts

Lot owners shall maintain the ditches and culverts along property lines and culvert pipe under their drive.

No lot owner shall impede or hinder, in any way, the flow of water through ditches and culvert pipes.

Drainage

All lot owners shall take their title subject to the rights of others to use the natural ravines, swales and valleys for the conveyance of storm water.

No owner shall impede or hinder, in any way the passage of storm water through or across their lot.

All owners shall adhere to local city and county ordinances and regulations regarding drainage.

Ponds

There are no common access ponds within the development. The one pond in the development is on private property, and is the responsibility of the owners of lots 18 and 19. The pond is an integral feature of the development drainage and shall not be modified in any manner unless approved by the Association, and the local drainage authority.

Driveways and Sidewalks

All private drives and sidewalks shall be paved of concrete. Sidewalks shall be constructed by the homeowner, and must be installed according to development specifications and local code requirements. All private drives and sidewalks must be completed at the time of construction and before occupancy.

Firearms

There shall be no discharge of any firearms.

There shall be no hunting with firearms or bows and arrows or otherwise upon any part of Liberty Meadows Estates.

Lot Maintenance

The Developer/Association shall maintain unsold lots. No trash shall be allowed to accumulate on the unsold or sold parcels.

Sold lots shall be maintained, at the owner's expense, in a clean, neat, sanitary, attractive and uncluttered manner not allowing grass or growth to be over eight inches tall.

The Developer/Association shall have the option to maintain the property by removing the trash, debris, cut grass or growth and charge the owner a reasonable fee for sold lots that are not maintained by the owner. Said charges are due and payable within 45 days of invoice. Invoices left unpaid beyond that time shall constitute an infraction.

Mail Boxes

All mailboxes shall be a complimentary design of the dwelling with brick construction.

Nuisance

No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful activity be allowed.

Parking

No vehicles shall be parked on any street at any time

Adequate off street parking facilities for the vehicles of all occupants of each dwelling must be provided.

Trailers, campers, boats, and other recreational vehicles may be parked and stored on a homeowners property provided the following guidelines are met:

- 1) Each property may only have 1 recreational vehicle stored outside
- 2) All recreational vehicles must be licensed, in working order and free of any damage, rust or other aesthetic defects.
- 3) Vehicle must be on a concrete pad to side or rear of home, attached to the main driveway, with fencing and or landscaping provided so as to screen the vehicle. This construction shall be considered an improvement and alteration and is subject to covenant guidelines as such.
- 4) No parking or storage on the main driveways shall be allowed.
- 5) No utilities, hookups, or power generation may be attached at anytime to vehicles.
- 6) Homeowner must apply every year to Homeowners Association for annual RV permit.
- 7) RV permits are granted on a vehicle, not a homeowner basis. Any homeowner wanting to park or store an RV other than the vehicle for which there is a valid permit for, must re-apply for an annual permit.
- 8) Recreational vehicles not having a current valid permit from the Homeowners Association may be towed by the Association at the owner's expense.
- 9) Items necessary for each annual RV Permit Application:
 - Valid registration and license for the annual permit period.
 - Photographs of vehicle
 - Inspection Report (scheduled and performed by Association)
 - RV Permit Application Form
 - \$75 Application Fee (set by the Association)
- 10) Before concrete pad is poured for recreational vehicle parking area, a plan must be presented and approved by the Homeowners Association. This plan needs to include a sketch with size and location of pad and details for blocking view, either with fencing, landscaping and or by placing behind home.
- 11) Fees are not refundable either in full or in part.

No junk, disabled, or unlicensed motor vehicles of any type shall be kept in the open upon on any lot, at any time.

Pools

Swimming pools, where the water level is either partially or completely above the natural ground level shall not be permitted. In ground pools are acceptable, and must include privacy/security fencing surrounding the entire area and must be approved by the Developer/Association. In home swimming pools are also acceptable.

Propane Tanks, Air Conditioning Units

Developer/Association must approve location and shielding of all propane tanks and air conditioning units

Removal of Trees

No trees shall be removed without express permission from the Developer/Association.

Security Lighting

Landscape and courtesy lighting is permitted. No overnight security type lighting considered to be annoying shall be permitted. Dusk to dawn lighting is required on all homes.

