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Subdivision Covenants and Restrictions

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This Instrument Recorded 7-6 1992
Sharon K. Cherry, Recorder, Hamilton County, Indiana

HAMILTON CO. IN
92 JUL 6 P2: 40
RECORDED

Declaration of Covenants and Restrictions

The undersigned, by Wilfong Farms, Inc., the owner and developer (herein "Developer") of the real estate described on the plat herein, does hereby layoff, plat and subdivide the same in accordance with the foregoing plat of SPRING MEADOWS, legal description of which is attached and marked as Exhibit "A" and made a part hereof.

This subdivision shall be known and designated as Spring Meadows, and shall be subject to the following restrictions which should operate as perpetual covenants:

1. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.
2. Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hamilton County Surveyor. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the County Surveyor.
3. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Hamilton County Surveyor will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.
4. No home occupation shall be conducted or maintained in any dwelling, except that the Developer or Builder may, during the construction and building period, use any lot for purposes related to marketing homes and lots including but not limited to a model home or sales trailer.
5. During the period of time in which Developer is developing and Builder is building, hereinafter referred to as "Development Period", no "for sale" or other advertising signs of any kind (other than interior window, Developer or Builder signs) shall be displayed on any Lot without the prior written approval of Developer.
6. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health and rules and regulations of Hamilton Western Utilities, Inc.
7. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected placed or permitted to remain upon any lot in this addition, except one (1) single family dwelling house.
8. No building shall be erected, placed or altered on any lot in this subdivision unless and until the plot plan showing the location of such building, and plans and specifications for any building requiring a foundation have been approved as to conformity

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and harmony of external design and location with existing structures in the Subdivision and as to the topography and finished ground elevation of such lot by Developer or any person to whom the right of such approval has been assigned by Developer; PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if no written objection is received by owner within thirty (30) days of the receipt of all such plans by Developer. The requirements set forth in this paragraph may be assigned only in writing by Developer to any person or entity and may be waived in writing by Developer to any successor or assign with respect to any lot or lots.

9. Every structure placed upon any lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction or placement. No house constructed on any of the lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination as to whether the house is substantially completed shall be made by the Developer and such decision shall be binding upon all parties. All structures constructed or placed on any lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot. All driveways to be paved.

10. A dusk-to-dawn light of the type approved by Developer shall be installed on each lot in front of the front building line.

11. A front building setback line for each lot is set out on the plat as measured from the street property line. Each lot shall have side yard setback lines of five (5) feet on each side of the lot and a rear setback line shall be twenty (20) feet from the rear property line. No improvement or structure shall be erected or maintained between any setback line and the adjacent property line.

12. The owner of any lot in Subdivision shall at all times maintain the lot and improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, owner shall:

- a. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- b. Remove all debris or rubbish.
- c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.
- d. Cut down or remove dead trees.
- e. Where applicable, prevent debris or foreign material from entering any pond, or, when any such debris has entered a pond from the lot, remove same immediately, and maintain in a clean and orderly manner.
- f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event that the owner of any lot in the Subdivision shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer 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 be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefore to Developer shall be collected in any

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reasonable manner from the owner. Neither Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

13. No noxious or offensive activities shall be carried on on any lot in the Subdivision, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Subdivision.

14. Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked "drainage and utility easements (D. & U.E.)" are reserved for the use of the public utilities for the installation of water and sewer mains, ducts, lines and wires, drainage facilities subject to all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, the rights of the Grantee of any drainage easement, and to the rights of the owners of the other lots in this subdivision.

15. No animals shall be kept or maintained on any lot in the Subdivision, except the usual household pets, and in such case, such household pets shall be kept reasonably confined so as not become a nuisance.

16. No owner of a lot in the Subdivision shall burn or permit the burning out-of-doors of garbage or their refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except as may be permitted in Section 17 below.

17. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Subdivision at anytime, except at the times when refuse collections are being made.

18. No antennas, satellite dishes or other equipment used to receive radio or television transmissions shall be installed either outside of or upon any building on any of the lots.

19. No owner of any lot in the Subdivision shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

20. No residence shall be erected or maintained on any lot in this Subdivision having a ground area, exclusive of open porches and garages, of less than one thousand and fifty (1050) square feet in the case of one story structure. In the case of a structure of more than one story, at least eight hundred (800) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.

21. No sump pump drains shall outlet on to the street.

22. No trees or shrubs shall be planted in the Hamilton County right-of-way or in the drainage or utility easements.

23. Any Person or persons acquiring title to any portion of the real estate in this Subdivision shall take the same subject to all of the terms, provisions, covenants, and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions placed of record in Hamilton County, Indiana, by Developer prior to the acquisition of title by such person and subject to any amendments or any supplements to any such Declaration of Covenants and Restrictions theretofore or thereafter

made pursuant to the terms of such Declaration of Covenants and Restrictions.

24. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions, herein, it shall be lawful for any person owning real estate in this subdivision to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

25. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 2, 2013, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of said lots in this Subdivision it is agreed to change said covenants in whole or in part.

26. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgement of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

27. All mailboxes shall be uniform in color, style and size which shall be approved by the developer.

28. All swimming pools shall be in-ground pools and fenced and screened. The locations and screening shall be approved by the Developer or any person to whom the right has been assigned by the Developer.

29. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within the garage.

30. No house footing drain or roof water drain or sump pump water shall be discharged into the sanitary sewers.

31. Lots may be used only for residential purposes and only for one single-family dwelling and a two car attached private garage. All lots in this subdivision shall be designated as residential lots, and no home shall exceed two and one half (2 1/2) stories or thirty-five (35) feet in height. Each single-family residence constructed upon any lot within this subdivision shall include an attached two (2) car garage. The means of ingress and egress to said attached garage shall be over a hard surface driveway.

32. No boats, campers, trailers of any kind, recreational vehicles of any kind shall be permitted to park on the Property for more than four (4) hours unless fully enclosed inside a building, or unless the same is necessary and incident to the Developers business on the property.

33. Nothing contained herein shall be construed or interpreted to restrict the activities of the Developer or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Developer or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property at any time owned as in the sole opinion of the Developer or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

34. There shall be no curb parking of vehicles along the curbs which have radius on Lots #26, 27 and 29. The curb shall be

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painted yellow and "No Parking" ground signs shall be installed in these areas.

35. All front exterior elevations shall have a minimum of thirty-three (33%) percent construction of brick or stone.

36. In the event that the "Spring Meadows" entrance sign is in need of repair, replacement, or painting, a special assessment may be imposed upon each homeowner at the rate of 1/29th of cost to repair or replace such sign. Owner of Lot 1 shall be responsible for lawn mowing and maintaining the trimming of the shrubs around said sign. Entrance sign shall remain the same color, size, configuration and design unless 21 out of 29 owners agree on changing said sign.

37. Each resident shall be responsible for installing and maintaining developer approved mailboxes which are identical in color, size, shape and configuration. Builder or Developer shall designate placement at curb front.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants and Restrictions this 23rd day of June, 1992.

WILFONG FARMS, INC.

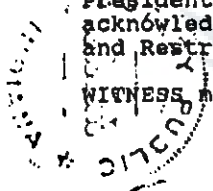
Ralph L. Wilfong II
RALPH L. WILFONG, II, PRESIDENT

ATTEST: *Jeffrey C. Henson*
JEFFREY C. HENSON, ASS'T SECRETARY

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, A Notary Public in and for said County and State, personally appeared Wilfong Farms, Inc., by Ralph L. Wilfong, II as President and Jeffrey C. Henson as Assistant Secretary, who acknowledged execution of the foregoing Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 23rd day of June, 1992.



Patricia R. Emmert
Patricia R. Emmert, Notary Public
Resident of Hamilton County, Indiana

My Commission Expires: July 31, 1992

This instrument prepared by R L Wilfong, II

Return to 1350 Greyhound Court, Carmel, IN 46032

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