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Subdivision Covenants and Restrictions

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COVENANTS
FOR
TROTWOOD FARMS
BOONE COUNTY



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Walton Young - 9507 Raw Rose Subpls - 46268

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TROTWOOD FARMS, A SINGLE FAMILY RESIDENTIAL DEVELOPMENT IN BOONE COUNTY, INDIANA

The undersigned, YoungWolf Properties, Inc., (sometimes referred to herein as "Owner" or "Developer"), for and as Owner and Developer of the real property described in Exhibit "A" attached, to be known as Trotwood Farms, and for the benefit of all present and future owners of any lot or lots in, or occupants of Trotwood Farms, does hereby impose the within described Covenants, Conditions and Restriction on the land described in said Exhibit "A".

Article 1. Use Restrictions

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1.01 The lots located within Trotwood Farms shall be used for detached single-family dwellings in accordance with the present zoning of Trotwood Farms by Boone County. No lot shall be used for any purpose not presently permitted by the Zoning Classification without the approval of the Trotwood Farms Homeowners Association, a not-for-profit corporation, hereinafter more specifically defined and established this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of said corporation.

Plot Book # 8 Pgs. 3-4 Plot Book 7 Pgs. 72-73

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This document refers to Exhibit "A" attached. There is no Exhibit "A". Mr. Young was contacted and claims Exhibit "A" is shown on the Plat. It is not there. We are recording as is.

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1.02 Single-family dwellings shall have a minimum of 900 square feet of living area exclusive of open porches, garages and other unheated areas. Each dwelling may have an attached or detached garage. All driveways and vehicle parking areas shall be hard-surfaced. No gravel or stone driveways shall be permitted on any lot.

1.03 No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefore showing the size, location, type architectural design, quality, use and material of construction thereof, the color scheme, therefore, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the corporation.

1.04 No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1.03 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the Lebanon City Council of Boone County.

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1.05 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.06 No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision, except by owner during construction of the project. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefore as provided in paragraph 1.03 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

1.07 No clotheslines shall be located on any lot.

1.08 Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed with a garage building.

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1.09 No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the corporation or its successors and assigns.

1.10 No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon except upon terms and conditions acceptable to and approved by the Trotwood Farms Homeowners Association.

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1.11 No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12 No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13 television antennas shall be no higher than 5' above the peak of the roof. No towers of any kind including, but not limited to, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.14 Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground.

1.15 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16 No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the corporation; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17 No lot owner shall alter, impair or change any easement without first obtaining the written consents of the corporation and the lot owner or owners for whose benefit such easement exists.

1.18 All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the corporation. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the corporation or their successors and assigns.

1.19 No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

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1.20 No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the corporation and Boone County, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the corporation as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21 Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Department of Public Works of the City of Lebanon, Indiana. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs 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 Department of Public Works of the City of Lebanon, Indiana. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action.

ARTICLE 2 Pond Covenants and Restrictions

2.01 The areas marked D. & U. E. as shown on the plat of Trotwood Farms are protected areas and may include a storm water detention area designed so as generally to retain water and have the appearance of a pond. Any such storm water detention (pond) area may extend into any area included in Trotwood Farms.

2.02 No owner of any lot in Trotwood Farms shall do or permit to be done any action or activity which could result in the pollution of the pond, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper pond management, or otherwise impair or interfere with the use of the pond for drainage and related purposes for the benefit of Trotwood Farms.

2.03 No swimming or motorized boating activity shall be conducted in, on or above said pond area.

2.04 The corporation may from time to time establish rules regarding the use of the pond and related drainage and utility easement areas provided such rules are not in conflict with the rules contained herein and are established to protect the safety and welfare of the residents of Trotwood Farms and their guests as well as any other person or property in the vicinity of the pond and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

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2.05 The corporation or the Department of Public Works of the City of Lebanon, Indiana, shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of the pond and related drainage and utility easement areas that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the pond, interference with the drainage system, together with any damages incurred, and upon recovery of judgement shall be entitled to costs of the action together with reasonable attorney's fees.

Article 3 Homeowners Association

A not-for-profit corporation to be known as Trotwood Farms Homeowners Association, Inc., shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

3.01 The Trotwood Farms Homeowners Association, Inc., shall be guided by three (3) directors who initially shall be appointed by the undersigned at incorporation. Each lot owner of a lot in Trotwood Farms shall become a shareholder of said corporation upon purchase of said lot.

3.02 The directors of said corporation shall serve until their successors are elected. Upon the incapacity, resignation or death of a director of the corporation, his successor shall be appointed by the remaining directors of the corporation within six (6) months of the incapacity, death or resignation of a director. In the event of the

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incapacity, resignation or death of a director of the corporation, and his successor is not appointed within six (6) months thereafter, the successor director shall be elected by the owners of a majority of the lots in said subdivision.

3.03 In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the corporation, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole. Developer shall act as board of directors until 84 lots are sold.

3.04 All plans and specifications submitted to the corporation for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post

may be made without the submission of professionally prepared plans and specifications provided, however, that the corporation reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.05 The corporate approval or disapproval as required in these Covenants shall be in writing, and any determination made by the corporation in good faith shall be binding on all parties in interest. If the corporation shall fail to approve or disapprove, within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said corporation.

3.06 Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of Boone County, Indiana shall not issue an Improvement Location permit for any dwelling upon any lot in this development.

3.07 The corporation, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the corporation or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to be in violation hereof, and said corporation or their successors and assigns shall not by reason thereof be guilty in any manner

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of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the corporation, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the corporation may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.08 Trotwood Farms may contain certain landscaped areas lying within the plat and certain landscaped areas lying within the adjacent public rights-of-way. In addition, landscape easement areas may be imposed on a portion of certain lots. The corporation shall have the right to enter onto such public rights-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all landscaped areas and landscape easement areas described above which are located in Trotwood Farms and may participate in the reasonable and proper maintenance of all other landscaped areas and landscape easement areas located in Trotwood Farms. In addition, the corporation shall provide weekly trash collection service if same is not provided by the municipality and, upon the approval of a majority of the lot owners in Trotwood Farms, may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government.

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The plat drawing of Trotwood Farms contains areas marked D. & U. E. (Drainage Utility Easement). The corporation shall have the right to enter onto any D. & U. E. area as it deems necessary or desirable for the purpose of maintaining same or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the corporation shall be empowered to levy, assess and collect from each and every lot owner in said Trotwood Farms, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Trotwood Farms. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the corporation may cause to be filed with the Boone County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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3.09 The corporation has the power to expend its money on the reasonable care and proper maintenance of the landscaped areas and "easement areas", including drainage, utility and sewer easement areas in any section of the Trotwood Farms subdivision, and such other community services approved by a majority of the lot owners in Trotwood Farms. The corporation herein established shall act as the Homeowners Association of Trotwood Farms for purposes of establishing a budget for the maintenance of the landscaped areas and "easement areas" and the provision of other approved services as described above, and divide the cost of same among the lot owners in Trotwood Farms.

3.10 Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the corporation may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said corporation. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns of said corporation shall thereupon be released from all the

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rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said corporation. The right of assignment hereby reserved to the corporation is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the corporation may determine. Whenever in this instrument reference shall be deemed to include the successors and assigns of said corporation.

Article 4 Other Conditions

4.01 These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrative successors and assigns until _____, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

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4.02 Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03 All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

4.04 It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05 All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

4.06 Any corporation or association which may be the transferee or assignee as provided in paragraph 3.10 hereof shall have the same power to levy, assess and collect funds from lot owners and expend such funds as are set forth in paragraphs 3.08 and 3.09 hereof for the Trotwood Farms Homeowners Association.

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In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Trotwood Farms have the right to elect the directors of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed Fifty Dollars (\$50.00) per year from each and every lot owner in said Trotwood Farms subdivision for purposes of carrying out its responsibility to the lot owners, provided such power shall not be effective unless persons making up a majority of the Board of Directors are owner-occupants of Trotwood Farms, and provided further that such limit of Fifty Dollars (\$50.00) per year may be increased in proportion to any increase in the Consumer price Index of the U.S. Bureau of Labor Statistics from the base period of _____.

4.07 Any homeowner's association formed for the purpose of maintaining and caring for all landscaped areas and easement areas in Trotwood Farms and otherwise to protect the interests of the owners of lots in any section of Trotwood Farms shall include in its membership the owners of all lots in Trotwood Farms and subject each of them to this Declaration of Covenants, Conditions and Restrictions.

4.08 Wherever in the drawings and documents recorded as the plat of Trotwood Farms, statements appear to conflict with, or be inconsistent with this Declaration, then the statements in this Declaration shall prevail.

IN WITNESS WHEREOF, THE SAID YoungWolf Properties, Inc., an Indiana Corporation, has caused this instrument to be executed by its respective duly authorized representative this _____ day of _____, 1991.

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Signed, acknowledged and delivered in the presence of: YoungWolf Properties, Inc.

[Signature]
LEONARD H. WOLFSON
BY: [Signature]
Richard R. Young

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State personally appeared Richard R. Young, who acknowledged the execution of the foregoing instrument to be his voluntary act and free will.

IN TESTIMONY WHEREOF, I have hereunto subscribed by name and affixed my official seal this 24th day of Nov. 1992.

My
Commission Expires:
11/2/94

[Signature]
Notary Public
[Signature]
Printed
County of Residence: Boone

Instrument prepared by: [Signature]
Richard R. Young

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