

15768

"STILLMEADOW" RESTRICTIVE COVENANTS

THE UNDERSIGNED, Thomas Development Corporation, Developers of "Stillmeadow", located in Union Township, Hendricks County, Indiana, do hereby this indenture, restrict and covenant the lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants to-wit:

1. Fully Protective Residential Area: The following covenants, in their entirety, shall apply to all of "Stillmeadow", said subdivision being located in Union Township, Hendricks County, Indiana.
2. Architectural Control Committee: In order to maintain harmonious structural design, no building for the principal use of residential dwelling may be erected on any lot, unless and until the plans and specifications therefor have been approved in writing by Stillmeadow Architectural Control Committee. There is hereby created the Stillmeadow Architectural Control Committee which shall consist of three (3) persons appointed by Thomas Development Corporation, hereinafter referred to as the "Developer", or its successors and assigns who shall serve until they are removed by the Developer or have resigned. This committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Committee, the Developer shall appoint a replacement. The Committee shall have the authority to approve all plans and specifications for all structures to be erected in the subdivision. No construction of any structure shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be entirely within its discretion. The authority of the Committee shall expire fifteen (15) years after the date of the recording of this plat.
3. Land and Building Type: No lot shall be used except for residential purposes, nor shall any lot be re-subdivided. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not

ENTERED FOR RECORD

AUG 3 1994

BOOK 142
 AUG 3 1994 AT 2:30
 J. Bradley
 HENDRICKS COUNTY RECORDER

HENDRICKS COUNTY RECORDER

to exceed two and one-half (2 1/2) stories in height and a private attached garage for not less than two (2) nor more than three (3) cars. In building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.

4. Architectural Design: No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Architectural and Environmental Control 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 Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed denied.

5. Home Occupations: No lot or lots shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the residence dwelling and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof in connection with which there is: a) No sign of display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; B) No commodity sold upon the premises; c) No person is employed other than a member of the immediate family residing on the premises; and d) No mechanical or electrical equipment is used, provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-teller parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

6. Building Construction: Any building once approved and under construction must be completed within one (1) year from the time construction was started. No building shall be on any lot nearer to the front or side property line than the minimum building set back line as shown on the recorded plat. Any time extensions must be approved by the Architectural and Environmental Control Committee.

7. Drainage and Utility Easements: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, not including transportation companies, for installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities and to the easements herein granted and reserved. The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenances of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easements may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales. This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purpose of establishing legal drain. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair and to provide for the installation of such culverts upon said lot as may be reasonably necessary.

8. Landscaping: All non-wooded lots in this subdivision shall be improved with a minimum of three (3) deciduous type shade trees within one year of the erection of a permanent structure. All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of twice per year. This provision shall be applicable at all times prior to, during, and after construction of the dwelling on the lot. In the event the owner fails to meet this provision, then the developer shall make the necessary arrangements for compliance; the developer may file a lien upon the respective lot for the expense of such compliance and for the costs associated with the lien; any action to foreclose the lien shall include attorneys fees, and the costs thereof.

9. Detached Buildings: The construction and placement of any detached storage or pet shelter structures to be used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property or for the shelter of pets must be of the same design and materials as the primary structure, of quality construction and must be maintained in attractive and neat appearance and blend with and be compatible with the established residence and be submitted to the Architectural Control Committee for approval before beginning construction. The building shall be located behind the residence and shall not be nearer than twenty (20) feet to any side property line. The Architectural Control Committee shall have the authority to require protective screening around these structures. Approval for the construction of the structure must be obtained from the Architectural Control Committee as provided for in Paragraph 2. No metal outbuildings shall be permitted on any lot.

10. Vehicle Parking and Non-used Vehicles: No vehicle shall be allowed to park on any street within said subdivision except for a reasonable length of time when the vehicle is being used for delivery or pickup purposes. 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, boat, truck, motorhome 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.

11. Recreational Vehicles, Boats and Trailers: Storage of boats, motor homes, trailers, and other recreational vehicles shall not be at a location nearer the front lot line than the minimum building setback line shown on the recorded plat. No vehicles, boats or structures of any type or nature, moveable or immovable may be parked on the street in the subdivision.

12. Businesses: No mercantile building shall be erected, built, or placed on the said described real estate, nor any business of any nature be carried on in manufacturing, wholesaling or retailing, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

13. Temporary Structures: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuilding shall be used upon any lot at any time as a residence, either temporarily or permanently. The exterior of all dwellings must be fully completed before being occupied.

14. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. Said garbage, trash or other waste shall be disposed of weekly by a refuse collection service. All equipment for the storage disposal of rubbish shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.

15. Animals: No animals or poultry shall be raised, bred or kept upon 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 purposes.

16. Sewage Disposal: No individual sewage disposal system shall be permitted on any lot.

17. Water Supply: No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date.

18. Sight Distance At Intersections: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 (25) feet from the intersections of the street line, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply

on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distance of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. Fences: All fences and screening, including material and height, require Architectural and Environmental Control Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others.

A. Height Restriction: The Developer is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by proliferation of fences of excessive height. The Architectural and Environmental Control Committee, therefore, may approve rear perimeter fences up to four (4) feet in height which otherwise meet these guidelines. The use of six (6) foot fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio area may be permitted.

B: Materials and Finish: The installation of a chain link or other galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material.

All fencing or screening should preferably have finished materials on both sides. If only one (1) side has finished materials, that side must face the public side or adjoining property.

20. Storage Tanks: Oil storage tanks shall be either buried or located in a house or garage area such that they are completely concealed from public view. Any propane storage tanks shall be either buried, located in a garage or house or every reasonable effort shall be made to screen or shield such storage tank from view.

21. Signs: No sign of any kind shall be displayed to the public view upon any lot, except that one sign of not more

that five (5) square feet, advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales period. Except that, any sign required by law may be displayed.

22: Hunting & Trapping: No hunting or trapping shall be allowed on any lot or other area within the boundaries of "Stillmeadow".

23: Mail Boxes: Size, location height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General. The developer shall decide whether they shall make the installation of the mailbox; in the event of installation by the developer, the lot owner shall reimburse the developer for such expense; in the event of failure by the owner to reimburse the developer for such expense, the the owner may maintain an action for the costs thereof, including attorney fees and the costs of such action.

24. Swimming Pools: No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others, such fence shall be approved by the Committee.

25. Driveways: Driveways shall be constructed of portland cement concrete or asphalt. Driveways shall be completed at the time of dwelling completion.

26. 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. However, inside attic antennas and cable service are acceptable.

27. Solar Heating Systems: The Architectural Committee will carefully review solar heating plans to insure that their use and location have a minimum detrimental effect on adjoining properties. Geothermal heat systems are acceptable.

28. Builders: Any builder seeking to build a dwelling within "Stillmeadow" must be approved by Thomas Development Corporation prior to commencement of construction.

29. Homeowners Association: The "Stillmeadow Homeowners Association", hereinafter referred to as the "Association", shall be created by the Developer acting on behalf of the owners and future owners of lots in this subdivision.

After its creation by the Developer, the Association shall conduct a meeting at least once each year to organize itself and to elect its officers. The Association shall adopt By-Laws for its government and may levy and collect dues. The Association shall have the authority to impose and collect annual assessments. The total of the dues and assessments levied against each lot may not exceed forty-five dollars (\$45.00) per lot per year. The \$45.00a annual limit may be increased by either a majority vote of members of the Board of Directors, so long as any increase by the Board does not exceed the percentage increase in the Consumer Price Index from January 1, 1994 to January 1 of the year the increased amount is to first be effective. The Consumer Price Index (All Items) for the United States published by the United States Department of Labor, Bureau of Labor Statistics will be used to determine the amount of any permissible increase by the Board of Directors. If the Index is changed so that the base year differs from that in effect when the term commences, the published Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If that Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. Those assessments shall be levied equally on each lot. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. any such assessments or annual dues shall be billed by the Association to the owner of each lot during the month of January of each year and shall be due and payable within thirty (30) days. All lots shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. Said dues and assessments, including interest, costs, of collection and attorney fees, if any, as hereinafter provided, shall be a lien in favor of the Association upon the lot against which such dues and assessments are charged until discharged by payment or

released by the Association, which lien may, but need not, be enforced the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Notwithstanding anything to the contrary herein, the association need not file or record or send any notice with respect to any lien or liens or bring suit thereon within any time specified in the mechanic's lien statutes of the State of Indiana to enforce the same. The Association may, but not need, publicly record such notice of undischarged liens arising hereunder as it deems appropriate and may, but need not bring a separate independent action in any court to enforce payment of or to foreclose, the lien created hereunder. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the President or Secretary of the Association showing the amount of such certificate, and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in the said certificate. The within above-described lien is subordinate to any first mortgage lien. The Association may also enforce the restrictions concerning accumulations of rubbish, weeds, or trash, and may own any land for use by all or less than all of the lot owners as a "common area". Any past-due annual dues, assessments, or other charges assessable hereunder shall bear interest at the rate of eight percent (8%) per annum commencing thirty (30) days after same become due and with attorney's fees, and shall be due and payable without relief from valuation and appraisal laws. the Association may be formed for, and engage in, such other activities as may be beneficial to the lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association", as defined in the Internal Revenue Code. Until such time as the Association is created by the Developer, the Developer, acting on behalf of the Association to be formed, shall be entitled to carry out the responsibilities assigned to, and enjoy and exercise the rights and powers granted to, the Association pursuant to these restrictions, provided, however, that the total of such dues and assessments levied by the Developer in such capacity against each lot shall not exceed forty-five dollars (\$45.00) per lot per year so long as the Association has not been created and the Developer is acting in such capacity on behalf of the Association to be formed.

30. Enforcement: If the parties hereto, or any of them, their heirs or assignees 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 said subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. The successful party to any such action shall recover attorneys fees and cost incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

31. Term: These 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 from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of the fee title of not less than seventy-five percent (75%) of the lots covered by these covenants, it is agreed to change such covenants and restrictions in whole or in part.

32. Amendment of Covenants: It is expressly provided that the Developer, its successors, or assigns, shall have the exclusive right for a period of five (5) years from the date of recording of this Plat to amend any or all of the restrictions or covenants herein contained; except that the Developer, its successors or assigns, shall not during such five-year period increase the forty-five dollar (\$45.00) limitation on the total dues and assessments which may be levied annually by Stillmeadow Homeowners Association, against any lot. Such amendment shall be evidenced by the recording of a written amendment signed and recorded in the Office of the Recorder of Hendricks County and shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot. After five (5) years from the date of recording of this Plat, these restrictions and Limitations, including that provision of paragraph 29 which places a forty-five (\$45.00) maximum on the total dues and assessments which may be levied annually by the Stillmeadow Homeowners Association, against any lot, may be amended at any time by the recording of such amendment executed by the owners of the fee title of not less than seventy-five percent (75%) of the lots in the subdivision.

33. Severability: Invalidation of any one of these covenants, by court order, shall in no way, affect any of the

STATE OF INDIANA)
)SS:
HENDRICKS COUNTY)

RECORDED
HENDRICKS COUNTY IN
JOY RABOLLY
ON 10-15-96 AT 01:44 PM
BY 10.00
Vol. 157 Pg. 7 - 7

AMENDMENT TO STILLMEADOW RESTRICTIVE COVENANTS

WHEREAS, the developer of Stillmeadow caused to be recorded the original Stillmeadow Restrictive Covenants on August 3, 1994, in Miscellaneous Record Book 142, Pages 602-612, in the Office of the Recorder of Hendricks County, Indiana; and

WHEREAS, the plat for Section One of Stillmeadow was recorded on August 3, 1994, in Plat Cabinet 2, Slide 167, Pages 1 and 2, in the Office of the Recorder of Hendricks County, Indiana, and the plat for Section Two of Stillmeadow was recorded on August 3, 1994, in Plat Cabinet 2, Slide 168, Pages 1 and 2, in the Office of the Recorder of Hendricks County, Indiana; and

WHEREAS, M. Howard Thomas and Judith K. Thomas, Developers of Stillmeadow, desire to amend the Stillmeadow Restrictive Covenants for Sections One and Two as is permitted in paragraph 32 of said Covenants.

NOW, THEREFORE, the Stillmeadow Restrictive Covenants are altered, changed and amended so that paragraph 26 reads as follows:

- 26. Exterior Antennas and Satellite Dishes: No television or radio antennas, 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. Satellite dishes are permitted provided they do not exceed eighteen inches (18") in diameter. Inside attic antennas and cable service are acceptable.

IN WITNESS WHEREOF, the undersigned, as developers of Stillmeadow, have hereunto executed and seal this Amendment to Stillmeadow Restrictive Covenants this 16th day of October, 1996.

M. Howard Thomas Judith K. Thomas
M. Howard Thomas, Developer Judith K. Thomas, Developer

Before me, a Notary Public, in and for said County and State, personally appeared M. Howard Thomas and Judith K. Thomas, as Developers of Stillmeadow, who acknowledged the execution of the foregoing Amendment to Stillmeadow Restrictive Covenants to be their voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 16th day of October, 1996.



Patricia E. Rice
Notary Public - Signature
Patricia E. Rice
Notary Public - Printed Name
Resident of Hendricks County

My Commission Expires:
11-29-98

This instrument was prepared by Lee T. Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, Indiana 46122, telephone: (317) 745-4300.