First American
Title Insurance Company

Not Just for One Transaction, But for Life

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

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

{KC}

RESTRICTIVE COVENANTS OF
Robinwood Meadows

Virgil R. and Geraldine L. Underwood, as Owners and Developer of Robinwood Meadows, a subdivision, do hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and themselves, its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and association 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 apply in their entirety to all of said subdivision:

1. **LOT USE**: No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall any lot be further subdivided. Additionally, any lot purchased and not yet built upon must be kept mowed.

2. **DWELLING**: The ground floor of the main structure shall NOT be less than 2000 square feet in the case of one story structures, nor less than 1000 square feet in the case of multiple story structures, with no less then 2000 square feet of finished floor area in such multiple story structures. Residential structure must be completed within one year after construction is started. Modular or manufactured homes of any type will not be permitted. There shall be no open sided carports.

3. **RESIDENCE EXTERIOR**: The exterior walls of the residence must be constructed with at least fifty (50) percent of the exterior walls covered with brick or stone veneer.

4. **TEMPORARY STRUCTURES**: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuilding shall be used upon any home site at any time as a residence, either temporarily or permanently.

5. **UTILITY BUILDINGS**: No towers and only one storage building in addition to a detached garage will be permitted.

6. **SIDEWALKS**: Each owner shall be responsible for the construction of a sidewalk on their property along CR 200N as required by final approval of Robinwood Meadows. Owners shall keep sidewalks on their respective property free of snow and cleared of debris.

7. **ANIMALS**: No animals, livestock, or poultry shall be raised, bred, or kept on any home site except that dogs, cats, or other household pets may be kept provided that they are suitably contained and are not kept, bred, or maintained for any commercial purposes and do not create a nuisance.

8. **VEHICLE REGULATIONS**: No vehicle of more than ¾ ton hauling capacity or equivalent vehicle shall be parked on any home site except while making a delivery or pickup. No trailer, boat, or recreational vehicle, or vehicle that is not in operational condition and bearing the currents year's license plate shall be permitted to remain on any home site unless kept within a garage.

9. **GARBAGE AND REFUSE DISPOSAL**: No home site shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers and must be kept off of adjacent land. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and shall not create an offensive sight or odor.

10. **SIGNS**: No sign of any kind shall be displayed to the public view upon any home site, except one professional sign of not more than two square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

11. **OFFENSIVE ACTIVITIES**: No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. **GARDENS**: Gardens shall be allowed only in the rear of each lot property and shall be properly maintained.

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13. DITCHES AND SWALES: It shall be the duty of every owner of every lot 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 unabstructed and in good repair and maintained such as to control weeds, undergrowth and grass shall be kept mowed. Every owner shall be respansible for an annual $50 drainage maintenance fee as required by the county.

14. TERM: These eovenants are to run with this land and shall be binding upon all parties to conveyance of said land and all parties claiming under them.

15. SEVERABILTY: Invalidation of any one of these covenants, by court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. ENFORCEMENT: Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The suceessful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

1999-34653

IN WITNESS THEREOF, the said parties as developer of the above [illegible] hereunto set their hand and seal this 21st day of June, 1999.

[illegible] 1999 At 08:35 am.
PLAT 23.00
VC2 of 198 p. 2AB

ATTEST: Robinwood Meadows

By Virgil R. Underwood
SIGNATURE

Virgil Underwood
PRINTED

By Geraldine Underwood
SIGNATURE

Geraldine Underwood
PRINTED

199900034654
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 12-09-1999 At 08:35 am.
COVENANTS 13.00
OR Book 153 Page 1666 - 1667

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Virgil R. and Geraldine L. Underwood, owners and developer of Robinwood Meadows, who acknowledged the execution of the foregoing Restrictive Covenants of Robinwood Meadows, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notary Seal this 21st day of JUNE, 1999.

M. Fred Collier
Notary Public

M FRED Collier
Printed

Resident of HENDRICKS County, Indiana.

My Commission Expires: 9-21-2001

Prepared by:
Virgil R. Underwood

(KC)

AMENDMENT TO RESTRICTIVE COVENANTS OF
Robinwood Meadows,

that are recorded in the Hendricks County Recorders Office in Danville, IN, Plat PC2 sl 198 p.2 AB and Covenants Book 153 pg. 1666-1667.

Article Number Two, DWELLING, is amended to state: The ground floor of the main structure shall NOT be less than 1800 square feet in the case of one story structures, nor less than 900 square feet in the case of multiple story structures, with no less then 1800 square feet of finished floor area in such multiple story structures. Residential structure must be completed within one year after construction is started. Modular or manufactured homes of any type will not be permitted. There shall be no open sided carports.

IN WITNESS THEREOF, the said parties as developer of the above described subdivision have hereunto set their hand and seal this 22 day of Aug., 2000.

ATTEST: Robinwood Meadows

By Virgil Underwood
SIGNATURE

Virgil Underwood
PRINTED

By Geraldine L. Underwood
SIGNATURE

Geraldine L. Underwood
PRINTED

200000019302
Filed for Record in
HENDRICKS COUNTY IN
THERESA O LYNCH
On 08-22-2000 At 10:56 am.
AMEND COVEN 11.00
OR Book 190 Page 1123 - 1123

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Virgil R. and Geraldine L. Underwood, owners and developer of Robinwood Meadows, who acknowledged the execution of the foregoing Amendment to Restrictive Covenants of Robinwood Meadows, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notary Seal this 22 day of August, 2000.

Judith J. Babbitt
Notary Public

Judith J. Babbitt
Printed

Resident of Hendricks County, Indiana.

My Commission Expires: 9/29/07

Prepared by: Virgil Underwood

1+2

{KC}

AMENDMENT TO RESTRICTIVE COVENANTS OF
Robinwood Meadows,

that are recorded in the Hendricks County Recorders Office in Danville, IN, Plat PC2 sl 198 p.2 AB and Covenants Book 153 pg. 1666-1667.

Artiele Number Five, UTILITY BUILDINGS, is amended to state: No towers and only one storage building in addition to a detached garage will be permitted, except for the following. If and only if Lots 1 and 2 have identical ownership, said owner shall be permitted not more than one (1) barn in total and is explicitly not permitted one barn per lot, the primary purpose of which is to board horses as described under Article Number Seven of these Restrictive Covenants. Should ownership of Lot 1 and Lot 2 not be identical, neither the owner of Lot 1 or owner of Lot 2 is permitted a barn or towers, and only one storage building in addition to a detached garage will be permitted.

Article Number Sevea, ANIMALS, is amended to state: No animals, livestock, or poultry shall be raised, bred, or kept on any home site except that dogs, cats, or other household pets may be kept provided that they are suitably contained and are not kept, bred, or maintained for any commercial purposes and do not create a nuisance. However, if and only if Lots 1 and 2 have identical ownership, said owner shall be permitted to board not more than three (3) horses total and is explicitly not permitted up to three (3) horses per lot, provided they are for riding, do not create a nuisance and have a fenced in enclosure to contain them. Should ownership of Lot 1 and Lot 2 not be identical, neither the owner of Lot 1 or owner of Lot 2 is permitted to board, raise, breed or keep any horses, animals, livestock, or poultry, except that dogs, cats, or other household pets may be kept, provided that they are suitably contained and are not kept, bred, or maintained for any commercial purposes and do not create a nuisance.

Artiele Number Twelve, GARDENS, is amended to state: Gardens shall be allowed only in the rear of each lot property, except that a flower garden is permitted in front of dwelling. All gardens shall be properly maintained

IN WITNESS THEREOF, the said parties as developer of the above described subdivision have hereunto set their hand and seal this 19 day of April, 2001.

ATTEST: Robinwood Meadows

By Virgil Underwood
SIGNATURE

Virgil Underwood
PRINTED

By Geraldine Underwood
SIGNATURE

Geraldine Underwood
PRINTED

200100010080
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
04-19-2001 09:11 am.
AMEND COVEN 10.00
OR Book 233 Page 1214 - 1214

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Virgil R. and Geraldine L. Underwood, owners and developer of Robinwood Meadows, who acknowledged the execution of the faregoing Amendment to Restrictive Covenants of Robinwood Meadows, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notary Seal this 19 day of April, 2001.

Judith J. Babbitt
Notary Public

Judith J. Babbitt
Printed

Resident of Hendricks County, Indiana.

My Commission Expires: 9/29/07

Prepared by: Judith J. Babbitt

KC)

DULY ENTERED FOR TAXATION

NOV 20 2002

AUDITOR HENDRICKS COUNTY

ROBINWOOD MEADOWS

SECTION 2

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING

DATE 11/20/02

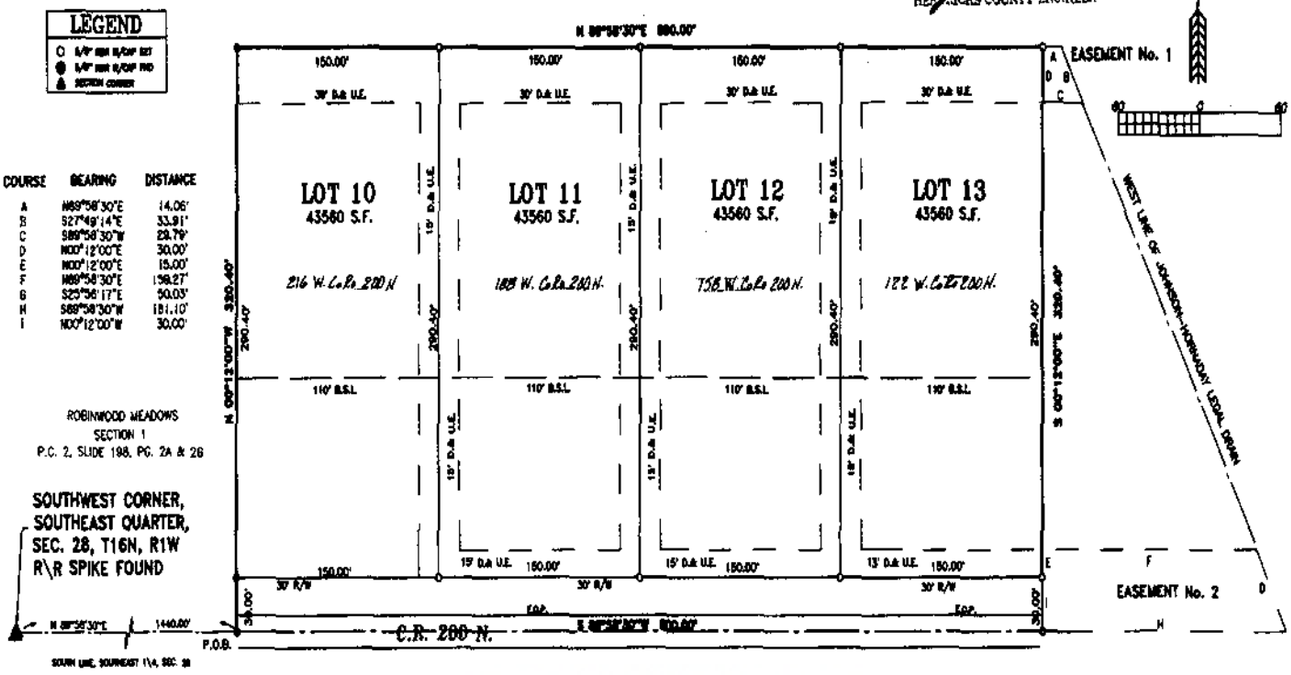
HENDRICKS COUNTY ENGINEER

N

LEGEND

- ○ 5/8" REB W/CAP SET
- ● 5/8" REB W/CAP FND
- ▲ SECTION CORNER

COURSE	BEARING	DISTANCE
A	N89°58'30"E	14.06'
B	S27°49'14"E	33.91'
C	S89°58'30"W	29.79'
D	N00°12'00"E	30.00'
E	N00°12'00"E	15.00'
F	N89°58'30"E	159.27'
G	S25°56'17"E	50.03'
H	S89°58'30"W	181.10'
I	N00°12'00"W	30.00'



CERTIFICATION

I, THE UNDERSIGNED, BEING DULY LICENSED AS A REGISTERED LAND SURVEYOR WITHIN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THE ATTACHED PLAT AND SURVEY OF "ROBINWOOD MEADOWS, SECTION 2" SITUATED IN CENTER TOWNSHIP, HENDRICKS COUNTY, INDIANA, AND IS A TRUE REPRESENTATION OF THE FOLLOWING:

DESCRIPTION

A PARY OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 1 WEST, CENTER TOWNSHIP, HENDRICKS COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AY A RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF SAID QUARTER SECTION. THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, (AN ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 1440.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, 320.40 FEET TO A 5/8" REBAR; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, 600.00 FEET TO A 5/8" REBAR; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 320.40 FEET TO A 5/8" REBAR AND THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 600.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. CONTAINING 4.42 ACRES MORE OR LESS AND SUBJECT YO ALL COVENANTS, EASEMENTS, HIGHWAYS, AND RESTRICTIONS OF RECORD.

ALSO:
EASEMENT NO. 1
AN EASEMENT FOR DRAINAGE PURPOSES DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 13 OF THE ABOVE DESCRIBED PLAT, THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, 14.06 FEET TO THE WEST LINE OF THE JOHNSON-HORNADAY LEGAL DRAIN. THENCE SOUTH 27 DEGREES 49 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE 33.91 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 29.79 FEET TO THE EAST LINE OF LOT 13;
THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING.

ALSO:
EASEMENT NO. 2
AN EASEMENT FOR DRAINAGE PURPOSES DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 13 OF THE ABOVE DESCRIBED PLAT, THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 15.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, 159.27 FEET TO THE WEST LINE OF THE JOHNSON-HORNADAY LEGAL DRAIN; THENCE SOUTH 25 DEGREES 56 MINUTES 17 SECONDS EAST ALONG SAID WEST LINE 50.03 FEET TO THE SOUTH LINE OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 1 WEST; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE, 181.00 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING.

A PETITION ADDRESSED TO THE HENDRICKS COUNTY DRAINAGE BOARD HAS BEEN FILED IN DUPLICATE WITH THE HENDRICKS COUNTY SURVEYOR REQUESTING THAT THIS SUBDIVISION'S STORM DRAINAGE SYSTEM AND THE REGULATED DRAINAGE EASEMENTS THEREFORE BE ACCEPTED INTO THE COUNTY'S LEGAL DRAINAGE SYSTEM SO THAT A MAINTENANCE FUND MAY BE ESTABLISHED BY ASSESSMENT UNDER THE AUTHORITY OF THE INDIANA DRAINAGE CODE AND SO THAT SAID BOARD MAY EXERCISE OTHER POWERS AND DUTIES AS PROVIDED FOR IN SAID CODE.

THIS SUBDIVISION CONTAINS 0 LINEAL FEET OF OPEN DITCHES AND 0 FEET OF TILE DRAINS.

SAID PLAT CONSISTS OF (4) LOTS. THE LOCATION AND DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS ARE SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I DO HEREBY CERTIFY THAT ALL THE ABOVE IS TRUE AND CORRECT AND IN WITNESS THEREOF, DO HEREBY SET MY HAND AND SEAL THIS 5TH DAY OF DECEMBER 2001.

LARRY A. CRAMER
REGISTERED LAND SURVEYOR NO. S0279
STATE OF INDIANA

LARRY A. CRAMER REGISTERED No S0279 STATE OF INDIANA LAND SURVEYOR

200200040231
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
11-20-2002 At 03:12 PM.
PLAT 18.00

DEDICATION

THE UNDERSIGNED, OWNER (S) OF THE REAL ESTATE SHOWN AND DESCRIBED ON THE PLAT HEREON, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE HEREON PLAT. THERE ARE STRIPS OF GROUND, WITH THE WIDTH CALLED FOR ON THE ATTACHED PLAT, WHICH ARE RESERVED FOR PUBLIC UTILITY COMPANIES (NOT INCLUDING TRANSPORTATION COMPANIES) FOR THE INSTALLATION OF POLES, LINES, DUCTS, GAS AND WATER LINES, LATERALS, AND SEWERS. THESE ARE STRIPS OF GROUND RESERVED FOR SURFACE WATER DRAINAGE PURPOSES. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED UPON SAID STRIP, BUT SUCH OWNERS SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES. ALL SUCH UTILITY INSTALLATION SHALL BE MADE SO THAT NO PROPERTY LINE OR PROPERTY CORNER BE OBSTRUCTED. THE RIGHT-OF-WAY OF THE STREETS, AS SHOWN ON THIS PLAT, IF NOT HERETOFORE DEDICATED TO THE PUBLIC, ARE HEREBY DEDICATED TO THE PUBLIC FOR THE USE AS A PUBLIC RIGHT-OF-WAY.

THE REAL ESTATE DESCRIBED IN THIS PLAT IS SUBJECT TO RESTRICTIVE COVENANTS SEPARATELY RECORDED AND REFERENCE. OWNERS OF UNOCCUPIED LOTS SHALL AT ALL TIMES KEEP AND MAINTAIN SUCH LOT IN AN ORDERLY MANNER. WEEDS AND OTHER SUCH GROWTH SHALL BE SEASONALLY CUT WITH NO ACCUMULATION OF RUBBISH OR DEBRIS ON THESE LOTS. ALL STRUCTURES SHALL BE COMPLETED ON THE EXTERIOR WITHIN SIX (6) MONTHS FROM THE START OF CONSTRUCTION, INCLUDING TWO (2) COATS OF PAINT OR VARNISH OR ANY EXTERIOR WOOD SURFACE. ALL STRUCTURES MUST BE COMPLETED AND SITE GRADED, SODDED, OR SEEDED TO PROVIDE A GOOD TURF COVER AND REASONABLY LANDSCAPED WITHIN ONE (1) YEAR FROM THE DATE OF COMMENCEMENT THEREOF. IT SHALL BE THE RESPONSIBILITY OF EACH LANDOWNER IN THIS ADDITION TO MAINTAIN ANY DRAINAGE SWALE I A CHANNEL CONSTRUCTED FOR THE PURPOSE OF A STORM WATERWAY) WHICH IS SHOWN ON THE DEVELOPMENT PLAN. MAINTENANCE SHALL INCLUDE BOTH THE MAINTENANCE OF THE ELEVATION SHOWN ON THE DEVELOPMENT PLAN (AS ORIGINALLY CONSTRUCTED) AND ALSO PRESERVATION OF THE HYDRAULIC CHARACTERISTIC OF THE SWALE OR DITCH, BY REMOVAL OF ALL TRASH AND DEBRIS AND/OR ANYTHING THAT WOULD IN ANY WAY RESTRICT THE FLOW OF WATER IN SAID SWALE OF DITCH.

VIRGIL UNDERWOOD - TRUSTEE
GERALDINE UNDERWOOD - TRUSTEE
OF THE VIRGIL R. UNDERWOOD AND GERALDINE L. UNDERWOOD REVOCABLE LIVING TRUST

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED OWNERS OF THE ABOVE DESCRIBED REAL ESTATE, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED. WITNESS MY HAND AND SEAL THIS 11TH DAY OF DECEMBER 2001.
MY COMMISSION EXPIRES 11-5- 2002

HENDRICKS
COUNTY OF RESIDENCE

M. FRED COLLIER
TYPED OR PRINTED

NOTARY PUBLIC SEAL INDIANA

NOTARY PUBLIC

CERTIFICATE

THE HEARING BY THE HENDRICKS COUNTY PLAN COMMISSION OF THE AFORESAID OWNER (S) APPLICATION FOR APPROVAL OF THIS PLAT WAS DULY GIVEN AS REQUIRED BY THE AUTHORITY PROVIDED BY SECTIONS IC-36-7-5-700 ET. SEQ. AND ALL AMENDMENTS THERETO, AND THAT SAID PLAT HAS BEEN DULY APPROVED BY SAID COMMISSION, WITH A MAJORITY OF THE MEMBERS OF SAID COMMISSION CONCURRING IN SUCH APPROVAL.
DATED NOV. 13 2001

C. RICHARD WICKER
PRESIDENT OF SAID COMMISSION

TERRY J. JONES
SECRETARY OF SAID COMMISSION

Lewis Engineering, Inc.
ENGINEERING - SURVEYING - TESTING
3313 E. Main St. - Suite B, Plainfield, IN. 46168
Office:(317)839-2412 - Fax:(317)839-2437