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.
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, assignees, 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 than 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 owner 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 owner 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 ½ ton hauling capacity or equivalent vehicle shall be parked on any owner 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 current year's license plate shall be permitted to remain on any owner 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 owner site, except one professional sign of not more than two square feet, 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.
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 unobstructed and in good repair and maintained such as to control weeds, undergrowth and grass shall be kept mowed. Every owner shall be responsible for an annual $50 drainage maintenance fee as required by the county.

14. TERM: These covenants 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. SEVERABILITY: 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 successful party to 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.

IN WITNESS WHEREOF, the said parties as developer of the above-mentioned subdivision, do hereby sign their names to this instrument. The instrument is executed this _______ day of June, 1999.

ATTEST: Robinwood Meadows

By Virgil Underwood
BY: __________________________
SIGNED, SEAL AND遙ED

BY: __________________________
SIGNATURE

Virgil Underwood
PRINTED

Geraldine Underwood
PRINTED

STATE OF INDIANA

By __________________________
S.S.

HENDRICKS COUNTY

COVENANTS 13.00

McCord, 153 Page 1666 - 1667

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.

Notary Public

By Free Gillen

Resident of Hendricks County, Indiana.

My Commission Expires: 9-21-2001

Prepared by Virgil R. Underwood
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 ____________________________ By ____________________________
Signature VIRGIL UNDERWOOD Signature GERARDINE UNDERWOOD
PRINTED

STATE OF INDIANA }
) SS:

HENDRICKS COUNTY

Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 08-22-2000 At 10:56 am.
AMEND COVENANT 11:00
OR Book 190 Page 1123 - 1123

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.

Resident of Hendricks County, Indiana.
My Commission Expires: 9/29/07

Prepared by: VIRGIL UNDERWOOD
AMENDMENT TO RESTRICTIVE COVENANTS OF
Robinwood Meadows,
that are recorded in the Hendricks County Recorders Office in Danville, IN. Plan PC2 sl 198 p.2 AB and Covenants Book 153 pg. 1666-1667.

Article 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 Seven, 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 are 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.

Article 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

By

SIGNEDURE

SIGNEDURE

PRINTED

PRINTED

STATE OF INDIANA )

STATE OF INDIANA ) SS:

HENDRICKS COUNTY )

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 19 day of April, 2001.

Judith J. Babbitt

Notary Public

Printed

Resident of: Hendricks County, Indiana.

My Commission Expires: 9/29/07

Prepared by: Judith J. Babbitt