

COVENANTS AND RESTRICTIONS
FOR
HICKORY MEADOWS

- I. All purchasers of Hickory Meadows shall take title subject to the following covenants and restrictions and be bound thereby:
 1. Land Use: All lots herein are for residential use only, limited to one single family dwelling per lot.
 2. Building Location: No building shall be located on any lot nearer to the front lot line than 35 feet, or nearer to the side lot line than 10 feet. For the purpose of the covenant, eaves, steps and/or stoops shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. No lot in Hickory Meadows shall be permitted to be subdivided in order to create an additional building site.
 3. Utility Easements: Areas, including access, designed as utility easements on the plat are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the lot owners at the time said transmission line is to be constructed. No structures shall be erected on or maintained within these easements, and the maintenance is the responsibility of the owner.
 4. Drainage Easements: Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas, and drainage shall not be restricted. No land can be disturbed in a manner which would create a sub-surface or surface drainage problem on site or within the subdivision.
 5. Fences: No fence shall be erected on any lot or lot line with the intent to obstruct vision, light, or air. All fences are to be erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction of any other property. Stockade or privacy fences shall be constructed of wood, brick or stone, and not over a height of seventy-two [72] inches, and shall not be any closer to the front of the lot than the front of the residence structure. All fences shall be maintained in good repair.
 6. Inoperative Vehicles: Inoperative or unlicensed vehicles including cars, trucks, recreational vehicles and any other type vehicle will not be permitted on any lot in the development for more than thirty [30] days, unless stored in a garage. Travel trailers shall be permitted on any lot and shall not be used as a residence.
 7. Storage and Refuse Disposal: No outside storage of equipment, materials, supplies, or debris, shall be permitted. Trash, garbage or any other waste shall be kept in sanitary containers.
 8. Animals: No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that each lot shall be allowed four [4] total of either dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred or maintained for commercial purposes.

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9. Nuisance: No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
 10. Dwelling Restrictions: All homes must have a minimum of 1,150 square feet of living space and be at least 24 feet at the narrowest point. Each home shall be set on a foundation and anchored along with a complete block skirt wall in compliance with current Morgan County Building Commission requirements. Each home shall have a minimum of a 6' x 6' front stoop, and a gravel driveway, complete with proper culvert [if applicable]. All homes must be new or manufactured within two [2] years prior to the date of placement on any lot.
 11. Road Maintenance: The fifty [50] foot wide access and utility easement shown and described on the plat is hereby dedicated for the use and benefit of the adjoining lots. The roadway constructed within this easement is to be maintained by the Hickory Meadows Homeowners Association until such time as they may be dedicated and accepted by the county.
- II. All owners of lots in Hickory Meadows shall be members of an unincorporated association of such owners known as Hickory Meadows Homeowners Association. The purpose of the Association is for the maintenance of the roadways and drainage ways.
1. Members: One membership shall exist for each of the numbered lots within all of the sections of Hickory Meadows. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. Purchasers on contract [equitable owners] shall be entitled to membership rather than the Developer or Seller. The Developer shall have 1 membership for each lot not sold.
 2. Term: The association shall commence upon execution of this Agreement and remain for a term of twenty-five [25] years. Thereafter, a vote of seventy-five [75] percent of the members as attested and recorded in the miscellaneous records of the Recorder's Office of Morgan County, Indiana can terminate the association.
 3. Director:
 - a. Duties: The Director shall be responsible for the maintenance of the roadways and drainage ways. The Director shall collect and deposit in a Trust Account all dues collected from the members of the Association. The Director shall be accountable for all expenditures and the Contracting of all maintenance.
 - b. Term/Election: The initial Director shall be appointed by the Developer. The initial Director shall serve until the first annual meeting, whereupon the director shall be elected by a majority of the members present for a one year term or until a successor is elected and qualified. Except for the Developer's appointee, the Director shall be a member of the Association.
 4. Committee:
 - a. Duties: The committee shall be responsible for setting dues for the Association based upon the amount of moneys needed to maintain the roadways and drainage ways. They shall meet as required and shall also establish quorum and voting rules, otherwise a majority controls. It shall maintain a minute book of it's proceedings and elect a Secretary and Chairperson.

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b. **Term/Election:** The Committee shall consist of not less than three [3] members nor more than seven [7] members. Initially the Committee shall consist of three [3] members and shall be changed only upon a majority vote of the membership of the Association. Each member of the Committee shall be elected beginning with the first annual meeting and shall serve until their successors are elected and qualified. The term of a Committee Member shall be for three [3], two [2], and one [1] years as designated.

5. **Meetings:**

a. **Annual Meetings:** The Annual Meeting shall be at 7:00 p.m. on the last Wednesday in January unless otherwise established by the Committee. The first Annual Meeting shall be in the year 2000. A notice including time, date, and place shall be mailed by U.S. mail to all the owners of lots in Hickory Meadows and to the owners[s] of any undeveloped lots within Hickory Meadows. The agenda shall include:

1. The election of a Director.
2. The election of Committee Members.
3. The audit report of all expenditures for maintenance.
4. The setting of dues or other expenditures for the current year.
5. Any other item of business determined by the Director or Committee upon petition of 10% of the Association Members.

The Director shall preside at all meetings.

b. **Special Meetings:** Special meetings may be called by the Director or Committee upon petition of [20] percent of the Association Members to the Committee with the meeting to be held no sooner than fourteen [14] days after written notice is mailed. The notice shall state the purpose and agenda, the time, date, and place of meeting.

6. **Dues:** All dues or other assessments shall be assessed per Association Member and authorized by the Committee.

a. **Initial Dues:** The Developer agrees to allot One Hundred Dollars [\$100] from the initial sale of each lot as dues to the Homeowners Association. The Developer shall not be responsible for the payment any Dues or Special Assessments on lots owned by the Developer that remain unsold, this provision may not be changed by a majority vote of the Members and shall remain in effect until such time all of the lots owned by the Developer are sold. All other lot owners shall be assessed annual dues in an initial amount of One Hundred Fifty [\$150] per year, payable to the Hickory Meadows Homeowners Association, by the first [1st] day of a March each year.

b. **Liens:** All dues or other assessments shall be due and payable on or before March 1 of each calendar year and if not paid on or before March 1 of each calendar year shall become a lien upon the real estate of the Association Member which may be foreclosed in the name of the Association by judicial proceedings as real estate mortgages are foreclosed, together with pre-judgment interest [at the interest rate of ten [10] percent per year], attorney fees and costs of collection, without relief from valuation or appraisal laws.

III. **Enforcement of the Covenants and Restrictions:** The right to enforce these Covenants and Restrictions of Hickory Meadows by injunction or to seek damages for the violation or other remedy is dedicated to the Owners of the lots herein and the Developer. The restrictions shall remain in full force for twenty-five [25] years from date of execution of this Agreement. Invalidation of any covenant or restriction herein by

judgment, court order or otherwise shall not affect any other covenant or restriction. Violation of any covenant or restriction shall not cause forfeiture or revision of title.

In witness whereof, the undersigned have set their hands and seals this 22 day of July 1998.

Gerald W. Hunt, Manager
O.M. Developers, L.L.C.
BY Gerald W. Hunt, Manager

STATE OF INDIANA)
) SS
COUNTY OF MORGAN)

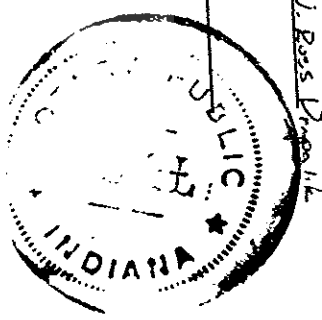
Before me, the undersigned a Notary Public in and for the said County and State, personally appeared Gerald W. Hunt and acknowledged the execution of the above document, and that the same is a free and voluntary act and deed for the use and purposes mentioned herein.

My commission expires:

Oct 24, 1998

J. Ross Prange
Notary Public

Morgan
County of residence



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July 20 19 98
8:36 A.m.

CHICAGO TITLE
Yickie Thivette
MORGAN COUNTY RECORDER

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**AMENDMENT TO RESTRICTIVE COVENANTS
FOR
HICKORY MEADOWS**

WITNESSED THAT, the undersigned, certify that they are the fee simple owners of the certain real estate located in Adams Township, Morgan County, Indiana, do hereby modify and Amend the Covenants and Restrictions for Hickory Meadows as recorded July 20, 1998 in ~~Miscellaneous Book 412~~ ¹¹⁵ pages 146, 147, 148, and 149, in the Office of the Recorder of Morgan County, Indiana.

The Covenants and Restrictions shall be modified and amended as follows:

Section 1 paragraph 10 shall be amended to read as follows:

- 10. Dwelling Restrictions: All homes must have a minimum of 1,050 square feet of living space and be at least 24 feet wide at the narrowest point. Each home shall be set on a foundation and anchored along with a complete block skirt wall in compliance with Morgan County Building Commission requirements. Each home shall have a minimum 6'x6' front stoop, and a gravel driveway, complete with proper culvert [if applicable]. All homes must be new or manufactured within two [2] years prior to date of placement on any lot. No single-wide manufactured homes shall be allowed.

Section 1. The following paragraph numbered number 12 shall be added:

- 12. Lots Affected: These covenants and Restrictions shall apply to all lots in Hickory Meadows and all O.M. Developers, LLC tracts, excluding tracts A, B, C, D, & E. All other terms, provisions, covenants and restrictions remain unchanged.

Said restrictive covenants and restrictions are amended this 1 day of July, 1999.

Doreen W. Hunt Mrs.
By O.M. Developers, LLC
Printed: *Serald W. Hunt*

CHICAGO TITLE

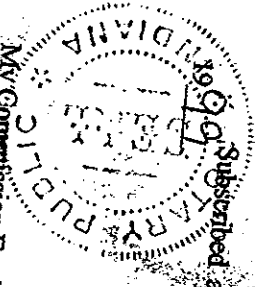
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Book 424 Page 0073

STATE OF INDIANA)
COUNTY OF MORGAN)
SS:)



Subscribed and sworn to before me, a Notary Public, this 1st day of July
Timothy S. Mackin
Notary Public
Printed: Timothy S. Mackin
Residing in Morgan County, Indiana

Prepared By: O.M. Developers, LLC



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FOR RECORD

99 JUL - 1 AM 10:46

Karen Bismant
MORGAN CO RECORDER

CHICAGO TITLE

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Book 101 Page 0414

**AMENDMENT TO RESTRICTIVE COVENANTS
FOR
HICKORY MEADOWS**

WITNESSED THAT, the undersigned, certify that they are the fee simple owners of certain real estate located in Adams Township, Morgan County, Indiana, do hereby modify and Amend the Covenants and Restrictions for Hickory Meadows as recorder July 20, 1998 in Deed Book 412 pages 145, 146, 147, 148, and 149, and amended July 1, 1999 in Deed Book 424 pages 0072 and 0073, in the Office of the Recorder of Morgan County, Indiana.

The Covenants and Restrictions shall be modified and amended as follows:

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FOR RECORD

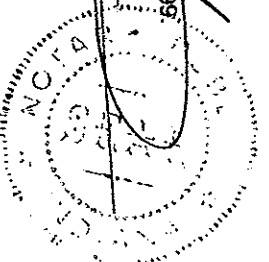
Section 1 paragraph 10 shall be amended to read as follows:

- 10. Dwelling Restrictions: All homes must have a minimum of 1,050 square 99 NOV 10 PM 1:41 feet of living space and be at least 24 feet wide at the narrowest point. Each home shall be set on a foundation and anchored along with a complete block skirt wall in compliance with Morgan County Building Commission requirements. Each home shall have a minimum 6X6 front stoop, and a gravel driveway, complete with proper culvert [if applicable]. All homes must be new or manufactured with in four [4] years prior to date of placement on any lot. No single-wide manufactured homes shall be allowed.

All other terms, provisions, covenants and restrictions remain unchanged.

Said restrictive covenants and restrictions are amended this 4th day of November, 1999.

David W. Harris

David W. Harris


O. M. Developers, LLC,
By Gerald W. Hunt Mgr.

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public, in and for said County and State, personally appeared O. M. Developers, LLC, by Gerald W. Hunt, Mgr., and David W. Harris, who acknowledge the execution of the foregoing Amendment to the Covenants and Restrictions, and stated the foregoing representations are true.

IN WITNESS THEREOF, I have hereunder set my hand and seal this 10th day of November, 1999.

My Commission Expires:

Andrea S. McGordon

Signature of Notary Public

ANDREA S. MCGORDON, NOTARY PUBLIC
COMMISSION EXPIRES 9-10-08
COUNTY OF: MARION

Andrea S. McGordon
Printed Name of Notary Public

This instrument prepared by: O. M. Developers, LLC.

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