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AMENDED
DECLARATION
OF
COVENANTS AND RESTRICTIONS
OF
MEMORY LANE ESTATES

The undersigned, being all of the owners of certain real estate, in Part of Section 3, Township 11 North, Range 1 West, Morgan County, Indiana, do hereby declare the following covenants and restrictions dated December 4, 1998, and recorded December 4, 1998, in Deed Record 156, page ~~48~~ 49 in the Office of the Recorder of Morgan County, Indiana, as amended herein, as covenants to run with parcels subsequently conveyed as a part of a common development commonly known as Memory Lane Estates for the mutual benefit of all subsequent parcel owners in Memory Lane Estates and shall be binding upon such subsequent parcel owners, their heirs and successors in title.

Reference to the recodation of the Declaration and this Amended Declaration in subsequent conveyances shall subject such parcels to these covenants and restrictions to run with such parcels the same as if set out therein. Recordation of a subsequent conveyance so referenced shall be sufficient to be construed as acceptance and agreement by the Grantees, their heirs, assigns and successors in title.

1. Land Use. All parcels are for residential use only and limited to one single family dwelling per parcel.
2. Businesses. No mercantile or commercial building shall be erected, built or placed on the real estate nor shall any commercial activity or business, including home occupations, be permitted. A homeowner may maintain a personal home office.
3. Auto Mechanics. Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.
4. Subdivision. Further subdivision of any parcel for a residential building site is not permitted.
5. Access and Utility Easements. The areas designated as "Access and Utility Easements" are non-exclusive easements for the mutual benefit of the owners of the parcels. The purpose of the non-exclusive easements is to provide various parcels with access to the public roads and allow for utility service. No fences, trees, building (temporary or permanent), or other structures shall be erected or maintained with the Access and Utility

Easements. The various parcel owners shall otherwise mow grass and maintain such easements subject to the easement rights. All owners shall take their title subject to and together with the non-exclusive private access and utility easements. These easements shall run with the land.

6. **Building Location.** No building shall be located on any parcel nearer to the front lot line, or nearer to the side lot line, or nearer to the rear lot line, than the setback lines per Morgan County Building Codes. For the purpose of this provision, eaves, steps and open porches 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 parcel to encroach upon any other parcel unless the other parcel, or part thereof, is owned by the same owner.

7. **Residential Construction Only.** No mobile home, basement, tent, shack, garage, barn or other outbuilding may be used as a residence, temporarily or permanently. This provision shall not be construed to prevent a builder from using such for material or tool storage or office during the period of construction or a temporary office for Developer's marketing or promotional purposes.

8. **Residential Plan Approval.** All plans for residential construction and accessory buildings must be approved by the Developer until succeeded by the Homeowner Association; thereafter, by the Homeowner Association.

9. **Construction Time.** All residences must have complete construction within one (1) year after construction begins.

10. **Residential Construction Quality and Size.** The ground floor of the main residential structure, exclusive of one-story open porches, basements and garages, shall be not less than one thousand one hundred (1100) square feet for a one-story dwelling nor less than one thousand five hundred (1500) square feet for a dwelling of more than one thousand five a minimum of one thousand one hundred (1100) square feet on ground level. No dwelling shall exceed two (2) stories in height. All dwellings shall have an attached private garage for at least one (1) vehicles. Other accessory buildings, however, are not prohibited.

11. **Accessory Buildings.** All accessory buildings shall be constructed of similar materials and color as the residential structure and the roof shall have asphalt, cedar or fiberglass shingles. Placement of accessory buildings shall be in accordance with all building setback lines. No sheet metal buildings shall be allowed.

12. **Window Air Conditioners.** The use of window air conditioners, or other similar units, is prohibited. Air conditioners, if any, should be of the central air type.

13. **Waste Disposal.** All waste from bathrooms, sinks and laundry tubs shall be disposed of through approved septic systems and shall comply with the regulations of the Indiana State Board of Health and all other proper state or municipal authorities. If at any time a central sanitary sewer becomes available, the owners of each parcel must connect to such sewer.
14. **Water.** All drinking water and other water use source must comply with the regulations of the Indiana State Board of Health and with the proper state or municipal authorities. If at any time a water distribution system becomes available, the owners of each parcel must connect to such system.
15. **Storage Tanks.** Tanks containing any type of fuel must be placed within buildings or placed underground except above ground propane storage tanks that are screened by latticework and living shrub enclosure.
16. **Site Grading and Landscaping.** After construction, all parcels shall be graded and landscaped. Grading shall be done so as to provide positive drainage away from the dwelling. All final grading is to be completed within six (6) months of the completion of the dwelling.
17. **Parcel Maintenance.** Vacant parcels must be maintained and seasonably mowed. No trash may be allowed to accumulate. The Developer, until succeeded by the Homeowners Association, and, thereafter, the Homeowners Association, may impose against the owner of the parcel a reasonable fee to maintain such parcel.
18. **Fences.** No fence shall be erected on or along any parcel or parcel line with 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, if over a height of forty-eight (48) inches, shall not be located closer to the front of the parcel than the front of the residence structure. All fences shall be maintained in good repair.
19. **Inoperative Vehicles.** Inoperative or unlicensed vehicles including cars, trucks, recreational vehicles and any other type of vehicle will not be permitted on any parcel for more than thirty (30) days unless stored in a garage or accessory building.
20. **Other Vehicles.** Semi-trailers, tractors, heavy duty trucks, and heavy equipment not required in the construction of a building are not permitted to remain on any parcel.
21. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies or other debris shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary

condition, out of public view, except on collection days. No incinerators or trash burning shall be allowed.

22. Security Lighting. Overnight security type lighting shall be permitted as a building attachment only.

23. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that each lot shall be allowed three (3) total of either dogs, cats or other household pets to be kept on such lot provided they are not kept, bred or maintained for any commercial purposes. All animals shall be restricted to the owners' property unless the animal is on a leash accompanied by the owner.

24. Signs. No signs of any kind shall be displayed to the public view except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by a builder of others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the Developer which parcels are being sold or to appropriate signage designating the development.

25. Nuisance. No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to an owner of a parcel or the neighborhood; nor shall any unlawful act or activity be allowed whatsoever. No discharging of firearms shall be permitted for any reason on any parcel.

26. Developer's Duties.

26.1 David L. DeRossett and Donna M. Derosssett are the Developers. ®

26.2 Prior to the formation of the Memory Lane Estates Homeowners' Association as set out in 27 below, the Developer may exercise all duties of the Association, including, but not limited to, the following:

- (1) Approving residential and accessory building plans;
- (2) Maintaining and imposing reasonable maintenance fees on unsold or vacant parcels, including easements;
- (3) Granting or burdening parcels not sold or conveyed by easements to facilitate development, utilities or roadways;

- (4) Maintaining, repairing and imposing reasonable maintenance fees for the private roads, including ditches, culverts and the like within Memory Lane Estates. All parcels shall share equally in such costs.
- (5) Dedicating any roadway for public use upon its acceptance by a unit of government with jurisdiction to maintain and repair such roadway.
- (6) Enforcing, waiving or amending any covenant or restriction.

27.

Homeowners Association.

27.1 Upon the sale, transfer or conveyance by the Developer of all of the parcels of Memory Lane Estates subject to these covenants and restrictions, the owners of the various parcels in Memory Lane Estates shall form an unincorporated Homeowners Association. The Association shall be responsible for:

- (1) Approving residential and accessory building plans;
- (2) Maintaining and imposing reasonable maintenance fees on unsold or vacant parcels, including easements.
- (3) Maintaining, repairing and imposing reasonable maintenance fees for the private roads, including ditches, culverts and the like, within Memory Lane Estates. All parcels shall share equally in such costs.

27.2 The Association may dedicate any roadway for public use upon its acceptance by a unit of government with jurisdiction to maintain and repair such roadway.

27.3 Upon forming the Association, the members shall elect a president, vice-president and treasurer, who shall serve terms of one (1) year or until a successor shall be elected. Thereupon, the Developer shall turn over to the Association any Association funds on hand. The officers shall report to the members no less than annually. The officers may exercise the duties of the Association as an executive committee.

27.4 The Association may also enforce, waive or amend any covenant or restriction by majority vote of all members.

27.5 Parcels shall only have one vote per parcel regardless of the number of owners. A simple majority shall prevail on any question before the Association including maintenance fees or costs.

28. License. Upon conveyance of Parcel 4 to the present occupant, such transferee shall have a personal license, to terminate upon the transfer of parcel 4 to any successor in title, for the following nonconforming activities as an exception to the foregoing covenants and restrictions, to-wit:

28.1 To maintain existing security lighting, although not in compliance with Number 22 above.

28.2 To maintain not more than two (2) horses, although not in compliance with Number 23 above.

29. Enforcement. These covenants and restrictions are to run with the land and shall be binding upon all parties claiming under them. The right to enforce these covenants by injunction, together with the right to cause removal by due process of law of any structure or part thereof erected or maintained in violation thereof, is hereby dedicated to the Association and reserved to the owners of the several parcels in this development and to their successors in title. Invalidation of any covenant or restriction herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

IN WITNESS WHEREOF, the undersigned have hereby set their hands this

31 day of AUGUST, 2000.


David L. DeRossett
DAVID L. DEROSSETT

Donna M. DeRossett
DONNA M. DEROSSETT



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STATE OF INDIANA)
COUNTY OF MORGAN) SS:

Before me, a Notary Public, in and for said County and State, personally appeared David L. DeRossett and Donna M. DeRossett, Husband and Wife, who acknowledged the execution of the foregoing Amended Declaration of Covenants and Restrictions of Memory Lane Estates to be their voluntary act and deed, and who, having been duly sworn, stated any representations contained therein to be true.

Witness my hand and notarial seal this 31 day of August, 2000.

(Signature)

Sharon P. Boyd

(Printed)

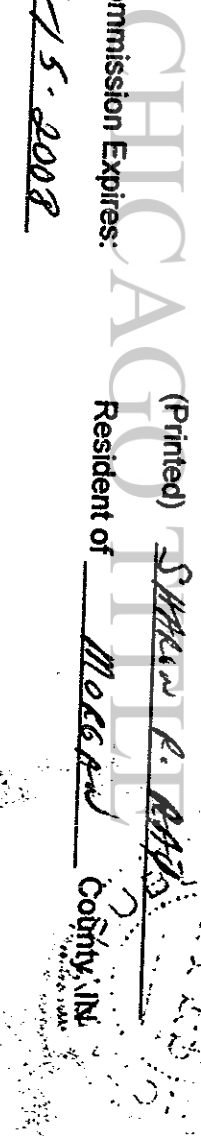
Sharon P. Boyd

My Commission Expires:

Resident of

Morgan County, IN

4-15-2008



Scott Shakelford
SCOTT SHAKELFORD

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public, in and for said County and State, personally appeared Scott Shakelford, who acknowledged the execution of the foregoing Amended Declaration of Covenants and Restrictions of Memory Lane Estates to be his voluntary act and deed, and who, having been duly sworn, stated any representations contained therein to be true.

Witness my hand and notarial seal this 31 day of August, 2000.

(Signature) Sharon Kay
(Printed) SHARON R KAY
Resident of Mokke County, IN

My Commission Expires:
4-15-2008

RECEIVED
FOR RECORD



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CHICAGO TITLE
Karen Blumenthal
MORGAN CO RECORDER

This instrument prepared by Ralph M. Foley, FOLEY, FOLEY & PEDEN, 60 East Morgan Street, P.O. Box 1435, Martinsville, Indiana, 46151. Ph: (765) 342-8474