



Chicago Title Insurance Company
Indianapolis Metro Offices
Telephone (317) 684-3800



COVENANTS AND RESTRICTIONS

PINE MEADOWS SUBDIVISION Amended

(Morgan County, IN)

The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.

The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

DOS-8-5-09

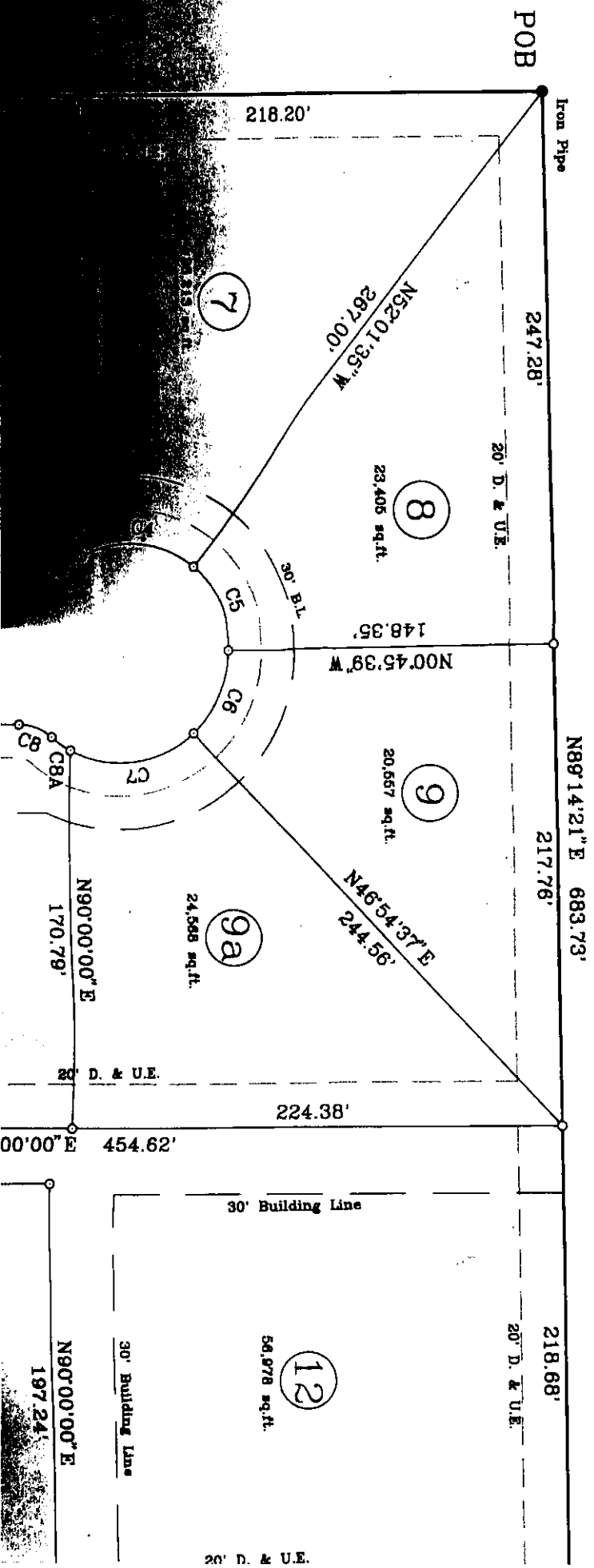
Amended

Pine Meadows Subdivision

A Residential Subdivision

of

A part of the E 1/2 of Section 35, Township 12 North, Range 1 East
Washington Township, Morgan County, Indiana





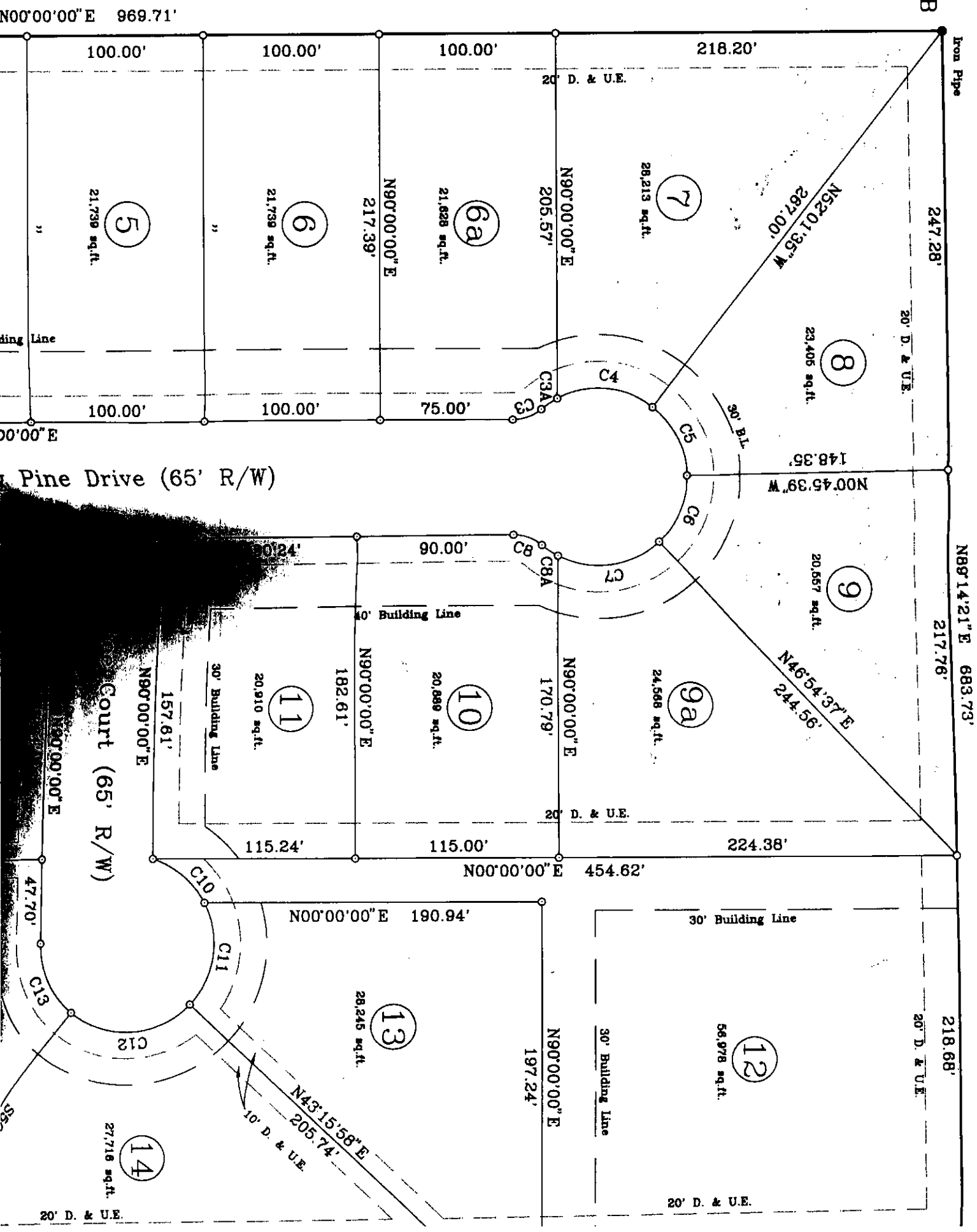
= 50'



st
corner found
/W Marker

POB

Iron Pipe



247.28'

20' D. & U.E.

217.76'

218.68'

20' D. & U.E.

218.68'

218.20'

20' D. & U.E.

N90°00'00"E
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20' D. & U.E.

N90°00'00"E
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20' D. & U.E.

N52°01'35"W
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N00°45'39"W
148.35'

N46°54'37"E
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30' Building Line

30' Building Line

20' D. & U.E.

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N90°00'00"E
182.61'

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N00°00'00"E
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115.24'

N00°00'00"E
190.94'

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10' D. & U.E.

21,628 sq.ft.

20,889 sq.ft.

115.00'

115.24'

190.94'

205.74'

10' D. & U.E.

28,213 sq.ft.

24,568 sq.ft.

454.62'

28,245 sq.ft.

197.24'

205.74'

10' D. & U.E.

23,405 sq.ft.

20,557 sq.ft.

24,568 sq.ft.

224.38'

56,978 sq.ft.

197.24'

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10' D. & U.E.

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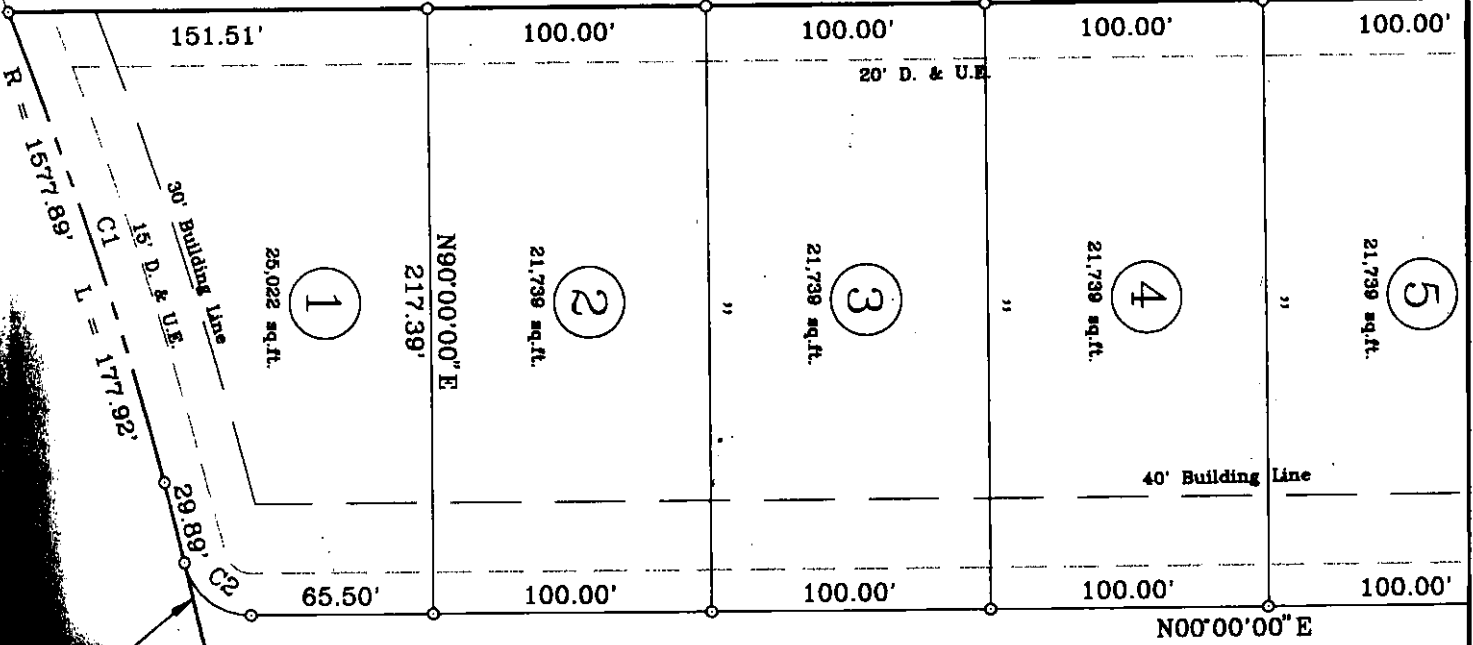
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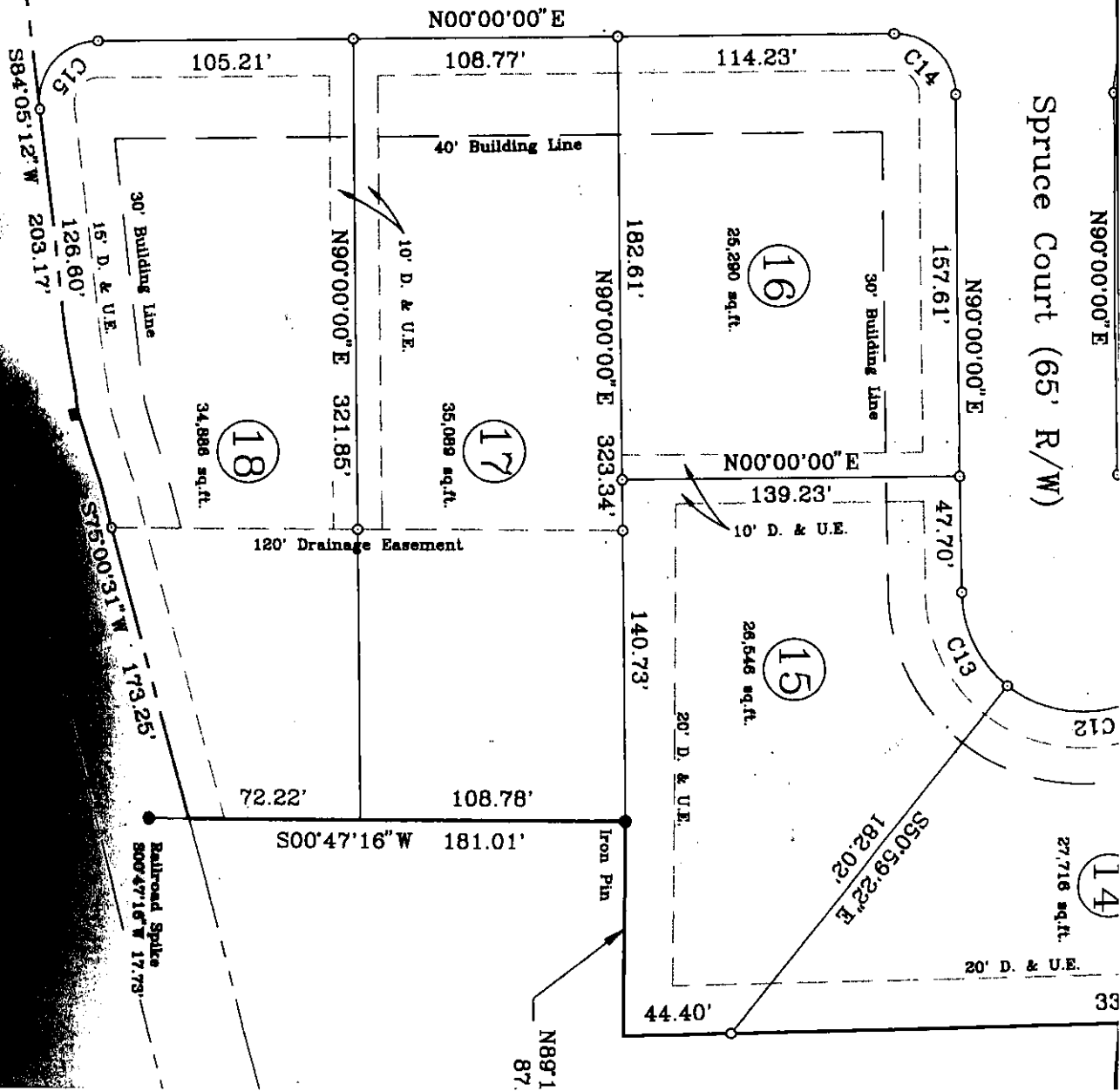
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N00°00'00" E

Whispering Pine Drive



Spruce Court (65' R/W)

N90°00'00" E

27,716 sq. ft.

33

N89°1
87'

Dedication of Pine Meadows Subdivision

I the undersigned, Daniel D. Riffel, owner of said real estate shown and described on the attached plat, do hereby certify that I have laid off, platted, and subdivided said real estate in accordance with the attached plat.

This subdivision shall be known as Pine Meadows Subdivision, a subdivision consisting of twenty (20) lots, numbered One (1) through Six (6), Six "a" (6a), Seven (7) through Nine (9), Nine "a" (9a), and Ten (10) through Eighteen (18), inclusive, and being located within Washington Township, Morgan County, Indiana. All streets and roads, not heretofore dedicated, are hereby dedicated to the public.

COVENANTS AND RESTRICTIONS

I. All purchasers of Pine Meadows Subdivision 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, or nearer to the side street line than the setback lines per appropriate building codes and this plat. For the purpose of this 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.
3. **Utility Easements:** Areas, including access, designated 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. Maintenance is the responsibility of the lot owner.
5. **Fences:** No fence shall be erected on or along any lot or lot 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 permitted any closer to the front of the lot than the front of the residence structure. All fences shall be maintained in good repair.
6. **Signs:** No signs of any kind shall be displayed to the public view on any lot 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 any builder or 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 signage of the Developer while lots are being sold.
7. **Vacant Lot Maintenance:** Vacant lot shall be maintained by the following terms: No trash shall be allowed to accumulate, and grass or growth shall not be over eight (8) inches in height. Unsold lots shall be mowed and maintained by the Developer. If sold lots are not maintained, the Developer shall have the option to mow the property and charge the owner a fee.
8. **Storage and Refuse Disposal:** No outside storage of equipment, materials, supplies, debris, and/or unlicensed vehicles (including unlicensed recreational vehicles and boats) shall be permitted. Trash, garbage or any other waste 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. No incinerators or trash burning shall be allowed.
9. **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 any lot, provided they are not kept, bred or maintained for any commercial purposes. All animals shall be restricted to owners' property unless the animal is on a leash accompanied by the lot owner.
10. **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.
11. **Architectural Control Committee:** An Architectural Control Committee (ACC) shall review and approve all plans for the construction of residential

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 11. **Architectural Control Committee:** An Architectural Control Committee (ACC) shall review and approve all plans for the construction of residential dwellings and accessory buildings in order to promote the harmony of designs and compatibility with existing structures. No reasonable design may be denied. The Developer shall make all appointments until all lots are sold in Pine Meadows Subdivision, and the ACC shall consist of the Developer or his representative, Realtor, and builder.
 12. **Dwelling Restrictions:** No mobile home, trailer or other portable device or outbuilding, garage or basement shall be used as a residence. 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 of a temporary office for Developer's marketing or promotional purposes.
 13. **Building Type:** No dwelling shall exceed two and one-half (2-1/2) stories in height. All dwellings shall have an attached private garage for at least two (2) cars. Any accessory building must meet with the approval of the Architectural Control Committee.
 14. **Dwelling Quality and Size:** The ground floor of the main structure, exclusive of one-story open porches, basements and garages, shall be not less than one thousand four hundred fifty (1450) square feet for a one-story dwelling nor less than one thousand six hundred (1600) square feet for a dwelling more than one story, with at least a minimum of nine hundred (900) square feet on the ground level.
 15. **Water Supply and Sewage Disposal:** All lots to be served with public/semi-public water and private septic systems. Whenever public sewer service becomes available, all lots within Pine Meadows Subdivision must connect to this service.

16. Window Air Conditioners: The use of window air conditioners, or other similar units, is prohibited within Pine Meadows Subdivision. Air conditioners, if any, should be of the central air type.

17. Construction Requirements:

- a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish on gutters, roof, edges, and front gables.
- b. The roof shall have a minimum of a 6/12 pitch and shingles shall be asphalt, cedar, or fiberglass.
- c. Exterior building materials shall be limited to brick, stone, natural stained or painted wood and vinyl siding. The first story of all homes, except homes having more than one thousand eight hundred (1800) square feet of living area, shall have a minimum of eighty (80) percent brick or stone on the front exterior. No log cabins or mobile homes shall be permitted.
- d. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. Positive drainage is drainage from the grade point beginning at the house in every direction of at least eight and one-eighth (8-1/8) percent down (one inch drop for every twelve inches of distance).
- e. All driveways are to be of concrete or asphalt according to any building requirements of the area. All driveways shall be of a width to accommodate all vehicles of property owners to deter normal parking on street or in grassy areas.
- f. All construction, including landscaping and finish grading, must be completed within one (1) year from the start of construction, acts of God and unusual weather or destruction of work in progress excepting.

18. Access Restrictions: Lot Numbers One (1) and Eighteen (18) are prohibited from accessing State Highway 44. Access for these lots must be obtained from Whispering Pine Drive.

II. Enforcement of the Covenants and Restrictions: The right to enforce these Covenants and Restrictions of Pine Meadows Subdivision by injunction or to seek damages for violation or other remedy is dedicated to the Owners of the lots herein, the Developer, and the Architectural Control Committee. The restrictions shall remain in full force for twenty-five (25) years from date of the execution of this Agreement, at which time such covenant shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by the majority of lot owners of this subdivision. 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 has set his hand and seal this 28th day of August, 1997.

Daniel D. Riffel
Daniel D. Riffel



STATE OF INDIANA)
) SS
COUNTY OF MORGAN)

Before me, the undersigned, a Notary Public in and for the Said County and State, personally appeared Daniel D. Riffel and acknowledged the execution of the attached plat of Pine Meadows Subdivision.

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Pi nu th (1) st th

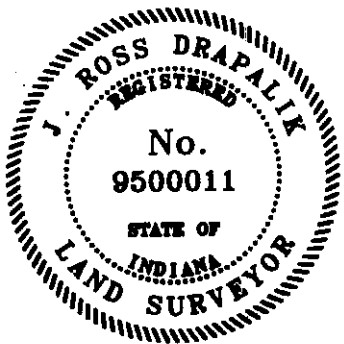


Certification of Pine Meadows Subdivision

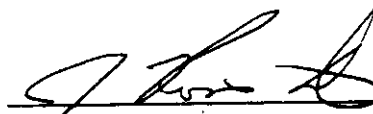
I, the undersigned, being duly authorized and licensed as a Registered Land Surveyor within the State of Indiana, do hereby certify that the attached plat of Pine Meadows Subdivision, a subdivision in Washington Township, Morgan County, Indiana, is a true representation of a subdivision of part of the East Half of Section 35, Township 12 North, Range 1 East of the Second Principal Meridian, Morgan County, Indiana, and being more particularly described as follows:

Beginning at an iron pipe (found) which is 10 chains and 24 links (875.84 feet) East of the center of said Section 35, thence along an assumed bearing of North 89 degrees 14 minutes 21 seconds East, 683.73 feet (689.7 feet as per previous deed) to an iron pipe (found); thence South 00 degrees 51 minutes 48 seconds East, 663.04 feet; thence North 89 degrees 12 minutes 36 seconds West, 87.93 feet to an iron pin (found); thence South 00 degrees 47 minutes 16 seconds West, 181.01 feet to a point on the north right-of-way line of State Highway 44; thence along said right-of-way line the following four (4) courses: 1) South 75 degrees 00 minutes 31 seconds West, 173.25 feet to a concrete right-of-way marker; 2) South 84 degrees 05 minutes 12 seconds West, 203.17 feet to a concrete right-of-way marker; 3) South 76 degrees 24 minutes 20 seconds West, 66.46 feet to an iron pin (capped DS&E 9500011); 4) Southwesterly 177.92 feet along a curve to the left having a radius of 1577.89 feet and being subtended by a chord bearing South 72 degrees 05 minutes 31 seconds West, 177.83 to an iron pin (DS&E 9500011); thence North 00 degrees 00 minutes 00 seconds East, 969.71 feet to the Point of Beginning. Containing 13.77 acres, more or less.

Pine Meadows Subdivision consists of twenty (20) lots, numbered One (1) through Six (6), Six "a" (6a), Seven (7) through Nine (9), Nine "a" (9a), and Ten (10) through Eighteen (18), inclusive. Dimensions of the lots and the width of the streets are shown in figures denoting feet and decimal parts thereof.



Certified this 18th day of August, 1997,



J. Ross Drapalik
Registered Land Surveyor # 9500011

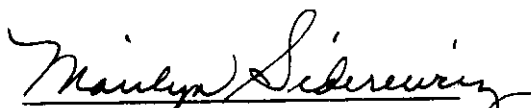
UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND THE RULES AND ORDINANCES AS ADOPTED BY THE MARTINSVILLE PLAN COMMISSION AS FOLLOWS. Approved by the Martinsville Plan

Commission at a meeting held on the 26 day of

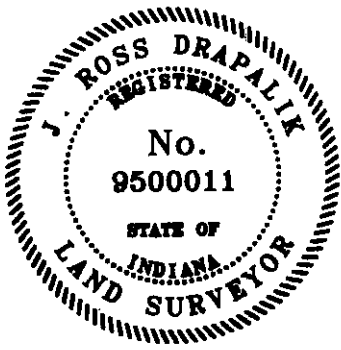
August, 1997.



Gary M. Lester



Marilyn S. Sweeney



Certified this 18th day of August, 1997,

J. Ross Drapalik

J. Ross Drapalik
Registered Land Surveyor # 9500011

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ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA,
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Commission at a meeting held on the 26 day of
August, 1997.

Gary M. Lester
Chairperson's Signature

Marilyn Siderewicz
Secretary's Signature

GARY M. LESTER
Chairperson (Printed)

MARILYN SIDEREWICZ
Secretary (Printed)

Entered for Taxation this _____ day of _____, 1997.

Auditor of Morgan County, Indiana

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

AUG 28 1997

Bunde Adams
Auditor Morgan County

RECEIVED FOR RECORD
Aug. 28 1997
9:10 A