

TRINITY ESTATES RESTRICTIVE COVENANTS

REV U 101, REV U 102  
Book 124 Page 417  
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The undersigned, KDR Corp., owner of Trinity Estates located in the Town of Mooresville, Morgan County, Indiana, do hereby restrict and covenant the lots and other areas within the subdivision to itself and its assigns, grantees, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions, conditions and covenants to wit:

1. Trinity Estates Homeowners Association: All Owners of Real Estate in the Subdivision known as Trinity Estates shall be members of an incorporated association known as Trinity Estates Homeowners Association. The Association will do the following:
  - A. Hold Annual Meetings;
  - B. Elect a Board of Directors;
  - C. Set and Assess Maintenance Fees from all Homeowners in Trinity Estates;
  - D. Keep correct and accurate records of the collection and expenditure of dues and or other assessments;
  - E. Enforce the Covenants and Restrictions;
2. Covenants For Maintenance Assessments Through Trinity Estates Homeowners Association:
  - A. Creation Of The Lien And Personal Obligation Of Assessments:

The Developer, being the owner of Trinity Estates subdivision hereby covenants, and each subsequent owner of all lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Trinity Estates Homeowners Association (hereinafter "association"): (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and which shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. Purposes of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof excluding items covered under the following paragraphs herein.

C. Basis and Amount of Annual Assessments: The original assessment pursuant to the Restrictive Covenants of Trinity Estates subdivision shall be in the amount of ~~1/2~~ <sup>1/3</sup> per each lot sold by the Developer, its representatives or assigns, by land contract or deed, and assessments shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Trinity Estates Homeowners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas required in the By-Laws of Trinity Estates Homeowners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representative or assigns, special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote of fifty-one percent (51%) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments: Subject to the limitations of Section D hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of fifty-one percent (51%) of the voting members who are

voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized under Sections D and E: The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments: Due Dates: The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors: The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association: If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$50.00 shall be added thereto and from that date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessments, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination Of The Lien To Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property: The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

- L. Voting, Board and Developer: Each owner of a lot in the Development of Trinity Estates shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than three (3) or more than seven (7) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of three (3) members, Robert Hoover, Dan Moore, and Robert Perry, which Initial Board shall serve until the sale of Plat 15 lots in the Development or until January 1, 1998, whichever first occurs.
3. Homesite Use: No portion of Lots 36 through 65 shall be used for any purpose other than Single Family Residential dwellings, nor shall any lot be further subdivided.
  4. Dwelling: The ground floor area of the main structure, exclusive of porches and garages, shall not be less than 1500 square feet in the case of one story structures nor less than 800 square feet in the case of multiple story structures, with no less than 1800 square feet of finished floor area in such multiple story structures. In addition to the above square footage requirements, each structure shall have an attached garage structure of no less than 440 square feet in size, which is in conforming finish and design with the main structure.
  5. Architectural Design: No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plot plan showing the location of such building has been approved by an architectural committee made up of Officers of the undersigned owner of the herein described real estate, or by their duly authorized representatives.
  6. Building Locations: No building shall be located on any homesite nearer to the front property line than the minimum set back line, as shown on the recorded plat; such location must in any event conform to the restrictions of the Town of Mooresville.
  7. Drainage and Utility Easements: The utility easements shown on the plat are reserved for the public utility companies, not including transportation companies, for the installation of lines, ducts, gas or water mains sanitary sewers

- and laterals for same. Drainage easements as shown on the plat are reserved as drainage ways/swales for water runoff and the installation and maintenance of storm water structures. In no situation shall any owner block the drainage along said drainage swales.
8. **Businesses:** No mercantile building shall be erected, built, or placed on any portion of the subdivision, nor shall any dwelling be used for any business of any nature.
9. **Nuisances:** No noxious or offensive activity shall be carried out on any homestead, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to the operation of any motorized vehicle, moped or similar vehicle on any lot or streets within the boundaries of Trinity Estates, except while traveling to or from the owner's residence. No satellite receivers shall be permitted.
10. **Temporary Structures:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuilding shall be used upon any homestead at any time as a residence either temporarily or permanently.
11. **Garbage and Refuse Disposal:** No homestead shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept, except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be used to create an offensive sight or odor and said containers shall be emptied weekly by a refuse collection service. Said containers shall not be set out for pickup until the night before scheduled pick up and shall be taken off the street the day of pick up.
12. **Residence Exterior:** 80% of the first floor of all dwellings must be constructed with brick or stone veneer.

13. Accessory Buildings: One (1) accessory/storage building may be erected on a homestead, providing the building is finished with like materials as the home built on the lot. All necessary buildings must be filed with and approved by the Architectural Committee.
14. Vehicle Regulations: No vehicle of more than 3/4 ton hauling capacity shall be parked on any homestead except while making a delivery or a pick up. No car, truck or trailer that is not in operating condition and bearing the current year's license plate shall be permitted to remain on any homestead in Trinity Estates unless kept within a building. No parking is permitted on any street within the subdivision except by guests during special activities if such parking is not inconveniencing other residents of Trinity Estates.
15. Animals: No animals, livestock, or poultry shall be raised, bred, or kept on any homestead except for household pets which may be kept provided that owner sees that they do not create a nuisance.
16. Swimming Pools: No swimming pool or associated structure shall be erected or placed on any lot until the construction plans, including a plot plan, have been approved by the architectural committee. No above ground swimming pools shall be permitted. All pools must be fenced with a minimum of a 6' fence for the safety of small children.
17. Occupancy of Structures: No residence shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been issued therefore by the Town of Mooreville.
18. Water Supply Systems: The Town of Mooreville's Central Water Supply System in lieu of individual water wells shall be used in this subdivision.
19. Fences: Fences no higher than 42" walls, or continuous shrub planting that would in any way serve the purpose of a fence shall not be erected until approved in writing by the architectural committee. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air, or view, or will otherwise hinder or damage the aesthetics of the subdivision. No fence of any kind shall be erected in front of the area between the front property line of any lot and the

- front of the residences. Silver colored chain link type fences are prohibited. Fences in easements are erected at owners risk, such fences may be partially or completely torn down by others if they interfere with the installation, operation and/or maintenance of the facilities for which the easements have been reserved. Owners shall keep their fences in good repair.
20. Construction Time: Unless delayed by Court injunction, war, or an act of God, any residence fence, water line, sewer, ditch, or any structure on any lot, once approved and under construction, must be completed one (1) Year from the date construction starts, after which time the committee may, without notice, enter, take possession of said lot and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of the lot at the time of sale.
21. Lot Grading: Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stopping of said runoff over any lot in the subdivision.
22. Driveways: Residential driveways shall be constructed with hard surfaces. Pavement shall be a minimum of four (4) inches thick, excluding subbase material. All driveways must be completed within one (1) Year of occupancy of the dwelling.
23. Crawl Space, Basement, and Foundation Drains: No crawl spaces, basements, eave troughs, gutters, be downspouts, or foundation perimeter drains shall be constructed to discharge water onto a street, onto a neighboring lot, or into a sanitary sewer.
24. Proscribed and other improvements: No improvements of any kind shall be permitted in a dedicated street right of way excepting erosion control, driveway, entrances, sidewalks, landscaping and mailboxes.
25. Sanitary Sewer Connection: Private sewage disposal systems are prohibited in this subdivision. Every lateral connecting between a residence and a public or semipublic sanitary sewer shall contain a check valve to prevent backflow. The installation and perpetual maintenance of such materials and check valves is the responsibility of the lot owners.



26. **Utilities Connection Inspection:** All materials and workmanship in the installation of connections between residences and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors who shall have the right to require correction of any defects discovered.
27. **Sidewalks:** All sidewalks shall be constructed of concrete. Sidewalks must be installed according to local code and requirements and must be completed at time of construction and before occupancy or within one (1) year from date of occupancy or purchase whichever occurs first. All sidewalks shall conform with the lines and grades established by the Architectural Committee.
28. **Staking:** KDH Corp. will set lot corner stakes one time. Said stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots and shall be responsible for their preservation. Lot owners may hire said corporation to replace stakes damaged or destroyed from any cause, or may engage any registered land surveyor to perform that work. Since such restoration will be at the lot owner's expense, said owners should become familiar with stake locations and do all things necessary to maintain and protect them.
29. **Storage Tanks:** No bulk storage tanks of any kind shall be allowed.
30. **Mud Control:** Prior to, during, or after construction of any improvements on any lot, the owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets or any area of KDH Subdivision, said owner or his agent shall line the lot side of any subgrade adjoining that lot with bales of straw, appropriate fencing, or erect any other barrier to block vehicles leaving the lot excepting at the driveway or their appropriately surfaced area. Should mud or debris be distributed on the public streets, as a result of activity upon any lot, the owner of the lot shall be responsible for the removal of the mud or other material on the date of its placement.

31. Inlet and catch basins castings, cleaning of: The Town of Mooresville may keep castings of inlets and catch basins free of silt, debris and the accumulation of any other foreign matter to facilitate storm water removal from streets and other areas. However, if any such casting ponds water because said town has not cleaned it, it shall be the duty of the owner or owners whose lots contribute storm water to said inlet or catch basin, to clean said casting and properly dispose of any obstruction debris. Lot owner failing to clean said castings shall be solely liable for damages that may result.
32. Foundations and Slabs on Grade: All building foundation and floor slabs shall be placed on suitable soil. At the time of slab placement and excavation for the foundations, careful observations of the subgrade shall be made by a qualified professional. Any soils containing deleterious materials shall either be removed and replaced with engineered fill or the foundations shall be lowered to competent soil.
33. Enforcement: If the owner of any lot in Trinity Estates shall attempt to violate any of the covenants herein, it shall be lawful for any other owners to prosecute any proceeding at law or in equity against the person violating any such covenant and either prevent him from doing so or recover any damages or other dues for such violation.
34. Term: These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. However, at any time, an instrument sign by ALL owners of Trinity Estates may be recorded to change any covenant.
35. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.

IN WITNESS WHEREOF, KDH Corp., Developer

and Owner of the above described subdivision, by its officers, has hereunto designated and approved the foregoing Restrictive Covenants this 1<sup>st</sup> day of August, 1994.

KDH Corp.

By: [Signature]  
REVANIE B. HOPKINS, President

ATTEST:

[Signature]

STATE OF INDIANA

COUNTY OF MORGAN

} SS:

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above named Revane B. Hopkins, Secretary of KDH Corp., and [Signature] and acknowledged the execution of the above and foregoing Restrictive Covenants as their voluntary act and deed. Witness my hand and seal this 1<sup>st</sup> day of Aug., 1995.

[Signature]  
Cassidy A. [Signature] Notary Public

County of Residence: Morgan

My Commission Expires:

6/28/95

This Instrument was prepared by Charles E. Hostetter, Attorney At Law, Brownsburg, Indiana.