

12/2/05



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MORGAN COUNTY RECORDER  
KAREN BRUMMETT  
CSD Date 08/18/2005 Time 12:47:02  
RECORDING: 13.00  
I 200511172 Page 1 of 2


**SUPPLEMENTAL COVENANT AND RESTRICTION  
FOR  
VILLAGES OF EASTMOORE, PLANNED UNIT DEVELOPMENT**

The following covenant and restriction is hereby added to the original covenants and restrictions for the Villages of Eastmoore, Planned Unit Development, as recorded on July 29, 2005 in Instrument Number 200510057 in the Office of the Recorder of Morgan County, Indiana and shall be binding and enforceable under the provisions of said original covenants and restrictions the same as if being contained therein.

**26. Erosion Control on Lots:** Owners shall take their titles subject to the requirements for installing and maintaining erosion control structures including but not limited to, silt fence, temporary and permanent seeding or sodding, erosion control mats or blankets, inlet and storm structure protection, diversion channels, rip-rap channels and slopes and temporary construction drives. Erosion control measures shall be installed such that sediment, mud, gravel or any other debris, water, air or vehicle borne, are prevented from leaving their lot in any manner including entering storm structures, lakes, water courses or onto street and road right-of-way. Further, the lot owner(s) shall be responsible for any erosion from their lot caused or produced by builders, contractors, subcontractors, or material suppliers. Owners agree to be financially responsible, to indemnify and hold harmless, the Developer and Home Owners Association, for any damage or legal action resulting, either directly or indirectly, from erosion on Owners lot. Owners shall be responsible for payment of any fines or penalties imposed by local, state or federal agencies on the Developer or Home Owners Association, which arise from erosion on or from Owners lot. Developer and Home Owners Association reserve the specific right to obtain injunction and judicial relief if Owner fails comply with these requirements.

In witness whereof, the undersigned have set their hands and signatures  
this 5<sup>th</sup> day of August 2005.


  
Arvin M. Hopkins, Developer of Villages of Eastmoore.

  
Mary L. Hopkins, Developer of Villages of Eastmoore.

STATE OF INDIANA, MORGAN COUNTY SS:

Before me, the undersigned a Notary Public in and for said county and State, this 5<sup>th</sup> day of August 2005, personally appeared Arvin M. Hopkins and Mary L. Hopkins who acknowledges the execution of the foregoing SUPPLEMENTAL COVENANTS AND RESTRICTIONS for Villages of Eastmoore Planned Unit Development

IN WITNESS WHEREOF: I have hereunto subscribed my name and affixed my official seal.

  
\_\_\_\_\_  
Signature of Notary

Ross O. Heloway  
Printed Name of Notary

Residing in Morgan County, Indiana

My commission expires: Aug. 28, 2009



**COVENANTS AND RESTRICTIONS  
FOR  
VILLAGES OF EASTMOORE, PLANNED UNIT DEVELOPMENT**

1. **NAME:** This subdivision shall be known and designated as Villages of Eastmoore Planned Unit Development located in, Brown Township, Morgan County, Indiana.

2. **LAND USE AND BUILDING TYPE:** No lot shall be used except for single-family residential purposes, except any that are designated for park, recreation or a community club house, for that purpose by the Developer. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one, single-family dwelling; not to exceed two stories in height, and a private attached garage for not less than two cars nor more than four cars. In the event the purchase should buy two adjacent lots with the purpose of building one, single-family dwelling across common lot line, the side building line restrictions shall not apply to the common lot line, provided the Mooresville Zoning and Subdivision Control Ordinance is not violated. Villages of Eastmoore development contains two distinct communities, Villages of Princeton and Cambridge Village. The Developer shall designate those lots that are to be in each community based on the zoning plan approved by the Mooresville Plan Commission. Following are minimum requirements for dwelling construction:

**VILLAGE OF PRINCETON**

- a) Exterior of dwelling shall 70% balanced masonry, with the remaining being wood, cement board or other material as approved by the Architectural Control Committee (vinyl and aluminum siding are prohibited).
- b) Roof pitch shall be 8/12 or steeper.
- c) Eave overhang shall be 12-inches, as measured from the finished face of the exterior wall.
- d) Minimum living area is 1800 square feet for a one-story dwelling and 2400 square feet for a two-story, with not less than 1600 square feet on the ground floor.

- e) Each dwelling must have a two-car attached garage at the rear of the dwelling. Garage doors shall be placed so as not to be seen from the front of the lot.
- f) Dwelling type may be traditional, colonial or other style that meets with the approval of the Architectural Control Committee.

#### **CAMBRIDGE VILLAGE**

- a) Exterior may be a masonry, wood, cement board, a combination of these materials, or other material as approved by the Architectural Committee (vinyl and aluminum siding are prohibited).
- b) Roof pitch shall be 6/12 or steeper.
- c) Have overhang shall be determined by the style and type of the dwelling. Architectural Control Committee may determine the eave overhang on a case by case basis.
- d) Of all dwellings built in Cambridge Village, sixty (60) percent may contain a living area of less than 1800 square feet, but must contain not less than 1400 square feet on the ground floor. The balance of homes constructed, but not less than forty (40) percent of the total, must contain a minimum of 1800 square feet of living area with not less than 1400 square feet on the ground floor.
- e) Each dwelling must have a two-car attached garage at the rear of the dwelling. Access to the garage must be from the alleyway. Direct access from the garage to the street is prohibited.
- f) Each lot it required to have a free-standing yard light at the rear of the dwelling connected to a photocell for automatic activation at dusk. The style, type, color, height and location of the yard light shall be approved by the Architectural Control Committee. Builder shall install the light prior to occupancy of the dwelling.
- g) Dwelling design must be of a style and type reminiscent of early colonial, late 1800's or early 1900's homes. Dwelling must generally conform to the style and type as shown in the photos of homes filed with the Mooresville Plan Commission as a part of the zoning approval.

#### **FOLLOWING STANDARDS APPLY TO ALL HOMES**

- a) Homes must be constructed on a crawl space or basement.
- b) Homes must have a concrete driveway.
- c) All dwellings shall have a limestone address block or brass lettered address numerals on the front. Numerals shall be not less than three (3) inches in height.
- d) Homes must have a landscaping package approved by the Architectural Control Committee. The landscape package must include the number, size, species and locations of trees and shrubs that the Architectural Control Committee has approved.

- 3. **BUILDING LINE:** Front yard set back lines shall be as shown on the recorded plat; Side yard building line shall be not less than four (4) feet with an aggregate of twelve feet; On corner lots the front building line shall be not less than twenty-five (25) feet and the side of the building on the second street shall be not less than ten (10) feet; rear yard set back shall be not less than twenty (20) feet.

4. **UTILITY EASEMENTS AND DRAINAGE:** "Utility Easements" as shown shall be reserved for the use of public utilities for the installation of water, sewer, gas, life and for electric or telephone line, poles, ducts, pipes, etc. on, over and under and to said easement for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines, high pressure liquid transmission pipe lines. "Drainage Easements" reserved as drainage swales and for the installation of storm water drainage structures, including pipes, inlets and manholes. Drainage swales and inlets are to be maintained by the lot owner in such a manner that stormwater flow is not blocked, hindered, or impeded in any way. This provision shall apply to storm water surface flow within and outside any drainage easement. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions and maintenance assessments of drainage easements. No permanent or other structures are to be erected or maintained upon any easements shown on the lot and owners of lots shall take their titles, subject to the rights of the above easement; no sump pump can be discharged into the street after a house is completed. The discharge of a sump pump must be installed underground and the discharge connected to appropriate drainage structures or swales.
5. **ARCHITECTURAL CONTROL:** No building, swimming pool, major landscaping or other improvements shall be erected, placed, installed or altered on any lot until the construction plans and specifications and the complete, professionally prepared, plot plan have been approved by the Architectural Committee. The Committee shall have approval over: the location, type and kind of materials, exterior design (including colors) and appearance, landscaping, elevation, finish grade and overall plan. This requirement is to provide a harmony and continuity with the theme of the development and in compliance with the zoning requirements of the Mooreville Plan Commission. Architectural Control Committee shall be the sole arbiter of definitions of the words and language contained in these covenants and restrictions.
6. **ARCHITECTURAL COMMITTEE:** The Architectural Committee shall be composed of three members appointed by Arvin M. Hopkins, Developer. Said committee membership shall be made known to original lot purchasers at time of sale. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event that said written approval is not received from the Committee within twenty (20) days from the date of submission, it shall be deemed that the Committee has approved the presented plans. At the time Arvin M. Hopkins, his heirs, assigns and successors has no ownership interest in Villages of Eastmoore, the three members of the Architectural Control Committee will be elected by a majority vote of the lot owners.
7. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front line, nor nearer to the side street lines than the minimum set back line shown on the recorded plat or contained in these covenants and restrictions. For the purpose of this restriction, sidewalks, steps and eave overhang, shall not be considered a part of the building.
8. **NUISANCES:** No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to the automotive repairs, body work, or restoration.

9. **TEMPORARY AND OTHER STRUCTURES:** The following items are prohibited and shall not be placed, erected or installed on any lot, except with the expressed, written, approval of the Architectural Control Committee: trailer; tent, except a tent for children's temporary play; free-standing garage; mini-barr; storage shed; kennel; animal cages or pins; concrete slab for basketball, tennis, paddle ball court or similar activity; satellite dishes larger than eighteen (18) inches in diameter and no dish shall be painted with a design, art or lettering that was not placed by the manufacture of the dish; solar panels; above ground swimming pools; radio or television antennas. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.
10. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be housed, bred or kept on any lot except family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes. Also, prohibited are pot-belly pigs, miniature horse or similar animals and any animal that requires a cage or shelter to be constructed outside.
11. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street or alleyways except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash.
12. **WATER SUPPLY:** No individual water supply system shall be installed on any lot.
13. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted upon any lot.
14. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
15. **FENCES:** Fences, walls or continuous shrub or hedge plantings, which would in any way serve the purpose of a fence, are prohibited unless expressly approved, in writing, by the Architectural Control Committee. Privacy and protection fences around a swimming pool shall be no farther than ten (10) feet outside of the pool's water edge and the height, style, type, color and location must be approved by the Architectural Control Committee.
16. **SIDEWALKS AND PRIVATE DRIVES:** All private drives and sidewalks, including the sidewalk within street right-of-way, shall be concrete. Drives and sidewalks, including the sidewalk within the street right-of-way along the perimeter of the lot, must be installed according to local code and requirements and be completed at time of construction of the dwelling and before occupancy. Sidewalk within the street right-of-way must be installed

not more than two-years after the lot is purchased, even if no dwelling is constructed on the lot, and is an obligation of lot purchase.

17. **STORAGE TANKS:** Storage tanks for oil, propane or gasoline, in excess of 15 gallons or 100 pounds are prohibited. All tanks must be screened from sight of the public and adjoining lots.

18. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot, except for one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.

19. **VEHICLE REGULATIONS:** Trucks, including pickups, having a gross vehicle weight in excess of 11,000 pounds, are prohibited from parking on any lot except while making deliveries. No car, truck or trailer, that is not in operational condition and bearing the current year's license plate, shall be permitted to remain on any lot unless kept within a garage. No boat, trailer or motor home shall be permitted to remain on any lot for more than seven days unless kept within a garage.

20. **VIOLATIONS:** Enforcement shall be by proceedings at law by the Developer, Lot Owner or Homeowners' Association, their assignee and any entity having an equitable interest in any lot, against any person (s), partnership (s) or corporation (s) violating or attempting to violate any covenants. Injunctive relief for enforcement may include removal of the violation, prohibition of further violation and monetary damages. These restrictions shall inure to and be enforceable on any, lot, dwelling, or common area, within the development. Any judgment for costs on account of legal action brought by the plaintiff to enforce said covenants and restrictions, shall carry with it attorney's fees and court cost, including appeals, which shall attach to and be a lien upon any real estate owned by the defendant in this development.

21. **PROTECTIVE COVENANTS:** The Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by a vote of the majority of the then owners of the lots covered by these covenants in whole or in part. Except, the Developer, may within two (2) years of the date of recordation of these covenants and restrictions, amend, change or revise these covenants and restrictions, in whole or in part, without the consent of lot owners, provided each lot owner is mailed a copy of the revisions at their address and shown in the property records of the Auditor of Morgan County and that no revision or change alters the zoning commitments made as a part of the approval of this planned unit development by the Mooreville Plan Commission. Invalidation of any one of these covenants or restrictions, by judgment or court order, will in no way affect the other covenants and restrictions which shall remain in full force and effect.

22. **MAILBOXES:** As long as a mailbox is required to be installed at a street or alleyway location for Postal delivery, said mailbox must be approved by the Architectural Control Committee. Mailboxes and post shall be of the size, color, style, materials and lettering

approved by the Architectural Control Committee which shall also specify where mailboxes are to be located. Mailboxes shall be installed by the dwelling builder and shall be in place prior to occupancy of the dwelling.

23. GAZEBOS: Freestanding gazebos are permitted if the design, style, size, color and location are approved by the Architectural Control Committee.

24. COVENANTS FOR MAINTENANCE ASSESSMENTS:

A. Creation of Lien and Personal Obligation of Assessments. The Developer, being the owner of Villages of Eastmoore Planned Unit Development, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Villages of Eastmoore Homeowners' Association hereafter referred to as the Association: (1) Annual assessments or charges. (2) Special assessments for common area improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, 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. The lien date shall be the annual assessment due date as set forth in Paragraph G.

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 residents in the Villages of Eastmoore Planned Unit Development 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 properties 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 cost of labor, equipment, materials, management and supervision thereof.

C. Basis and Amount of Annual Assessments: The initial assessment for each lot in the Villages of Eastmoore Planned Unit Development shall be in the amount of \$150.00 per annum. This assessment shall apply to each lot sold by the Developer, its representative or assigns, in fee or contract. All such assessments shall be paid to the Treasurer of Villages of Eastmoore Homeowners' Association. In no event shall the Developer, its heirs or assigns, be required to pay or have any assessment levied, for lots owned or held in the name of the Developer, its heirs or assigns.

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 representatives or assigns a special assessment, applicable to that year only, for the purpose of defraying, in part or in whole, the cost of any construction or reconstruction, unexpected repair or replacement of common area improvements, including the necessary fixture and personal property of related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) 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 C hereof, and for the periods therein specified, the Associations 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 two-thirds (2/3) 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 their address as given in the property records of the Auditor of Morgan County, Indiana, at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized under Section D and E.: This 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 the lot owner, or of proxies entitled to cast votes, equal to sixty percent (60%) of the total number of eligible lot owners, 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 (1/2) of the required quorum at the preceding meeting, provided that such subsequent meeting shall be held not more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments: Due Dates: The annual assessments, provided for herein, shall commence on the first day of October 2005. The assessment for each succeeding year shall become due and payable the first day of October of each year. No adjustments or prorating of assessments shall be made by the Association. For 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 consisting of five persons, a President, Vice-President, Secretary/Treasurer and two members, all of whom must be the owner of a lot in the Villages of Eastmore. The Developer shall act in the capacity of the Board of Directors until such time as it no longer holds any ownership interest in the development or chooses to relinquish this responsibility to the Homeowners' Association, which ever comes first. Members of the Board of Directors shall be elected by majority vote of the lot owners at a meeting called for that purpose. 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.

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 of the property which shall bind such property in the hands of the then owner, his heirs, devisees, assigns and personal representatives. The personal obligation of the then owner to pay such assessment; however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such assessment delinquent fee and interest, the cost of preparing and filing a Complaint in such action; and in all events, the judgment shall include interest on the total amount above as provided together with reasonable attorney fees, to be fixed by the court, together with all costs of any legal action incurred which includes all costs and attorney fees for appeals.

J. Subordination of the Lien to Mortgages: The lien of the assessments provided for therein 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, not 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 Properties 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 heirs, assigns and successors, and held by them or any of them for sale and resale, including any lots which may have been re-acquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

25. The Villages of Eastmoore Homeowners' Association, Inc. is a not-for-profit corporation with mandatory membership and will have enforceability powers for the restrictive covenants and for the filing a collection of liens.

In witness whereof, the undersigned have set their hands and signatures  
this 29<sup>th</sup> day of July 2005.

*Arvin M. Hopkins*  
Arvin M. Hopkins, Developer of Villages of Eastmoore.

*Mary L. Hopkins*  
Mary L. Hopkins, Developer of Villages of Eastmoore.

STATE OF INDIANA, MORGAN COUNTY SS:

Before me, the undersigned a Notary Public in and for said county and State, this 29<sup>th</sup> day  
of July 2005, personally appeared Arvin M. Hopkins and Mary L. Hopkins who  
acknowledges the execution of the foregoing COVENANTS AND RESTRICTIONS for  
Villages of Eastmoore Planned Unit Development.

IN WITNESS WHEREOF: I have hereunto subscribed my name and affixed my official  
seal.

Signature of Notary

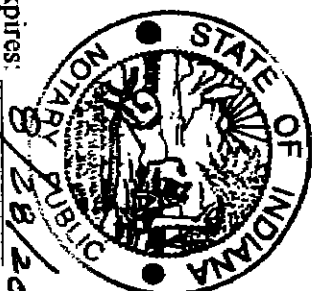


Printed Name of Notary

Rose O. Helweg

Residing in Morgan County, Indiana

My commission expires:



This instrument prepared by Arvin M. Hopkins