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Book 101 Page 429



HICKORY SPRINGS
MONROVIA, INDIANA

DECLARATION OF
COVENANTS AND RESTRICTIONS
CHICAGO TITLE
SECTION ONE

March 31, 2000

Declaration of Covenants and Restrictions

Hickory Springs

This Declaration, made as of this 1st day of February, 2000, by JED Development Company, L.L.C., an Indiana Limited Liability Partnership ("Declarant")

WITNESSETH:

WHEREAS:

- A. Declarant is the owner of the real estate located in Morgan County, Indiana upon a portion of which the Declarant intends to develop a residential subdivision to be known as Hickory Springs.
- B. Declarant has or will construct certain improvements and amenities that shall constitute Common Area.

NOW THEREFORE, Declarant hereby declares that all of the Lots and lands within the subdivision, as they are held and shall be held, conveyed, used, occupied and improved are subject to the following restrictions. All restrictions are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Tract as a whole and each individual residence and lot. The restrictions shall run with the land and shall be binding upon Declarant, its respective successors and assigns, and upon the parties having or acquiring any interest in the Tract or any part thereof.

DEFINITIONS

The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

- a. ARCHITECTURAL REVIEW BOARD means the committee established by the Declarant to review all residence construction plans and the general aesthetics of each individual Lot.
- b. COMMON AREA means the area within the Tract used for the common enjoyment of the overall subdivision. Such areas include the landscape areas at the entry drive and mounding areas along State Road 39.
- c. DECLARANT means JED Development Company, L.L.C., its successors and assigns to its interest in the Tract other than Owners purchasing Lots or Residences by Deed from the Declarant.
- d. LOT means a Platted Lot as shown on the Final Plat of Hickory Springs as filed in the Morgan County Recorders office.
- e. LOT DEVELOPMENT PLAN means (i) a site plan prepared by an Indiana registered engineer or land surveyor; (ii) foundation plan and proposed finished floor elevations; (iii) building plans, including elevation and floor plans; (iv) material plans and specifications; (v) landscaping plan; (vi) all other data or information that the Architectural Review Committee may request with respect to the improvement or alteration of a Lot or the construction or alteration of a Residence or other structure or improvements thereof.
- f. OWNER means a person, including the Declarant, who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

- g. RESIDENCE means any structure intended exclusively for occupancy by a single family together with all appurtenances including a private garage and recreational facilities.
- h. TRACT means the real estate being developed by the Declarant into a subdivision.

COVENANTS AND RESTRICTIONS

The following covenants and restrictions on the use and enjoyment of the Lots and Common Areas shall be in addition to any other covenants or restrictions contained herein and in the Final Plat. All covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by the Declarant, or the by Homeowners Association after established. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions and shall be entitled to damages for any losses resulting from any violations. However, there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- a. All lots and dwellings shall be used exclusively for residential purposes only and be occupied by a single family. No signs of any nature, kind or description shall be erected, placed or permitted to remain on any Lot.
- b. An Architectural Review Committee prior to the start of construction must approve all residence building plans and site plans. These plans shall be submitted on appropriate sized construction sheets. The site plan has to show the location and design of the septic field and must be certified by a Registered Engineer or Surveyor. The Declarant will appoint the Architectural Review Committee until a Homeowners Association is established.
- c. Except as otherwise provided herein, no residence may be constructed on any Lot unless the minimum ground floor area is 2200 square feet for a one-story structure. If higher than one story, it is recommended a minimum of 1400 square feet be on the ground floor and a minimum of 800 square feet in addition to the ground floor area for a total floor area minimum of 2200 square feet. The Declarant or Homeowner's Association maintains the right to change the recommended square feet requirements per floor for a higher story structure; however, in no case shall the total floor area be less than 2200 square feet. The allowable square footages are exclusive of open porches, attached garages and basements.
- d. All residences shall have a minimum of 80% brick façade. Other durable construction materials such as stone, E.L.F.S. (or similar material), masonry, etc. can be substituted upon prior approval from the Architectural Review Committee. Remaining façade shall be wood or wood equivalent. No vinyl siding or aluminum siding is allowed.
- e. The main roof pitches for each residence shall be a minimum of 10 inches vertical for every 12 inches horizontal (10:12 pitch). Roofs over open porches will be considered as a case by case basis.
- f. Each residence shall have a minimum of a three-car garage.
- g. All driveways shall be hard surfaced such as concrete, exposed aggregate concrete, asphalt, brick pavers, etc.
- h. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.
- i. Outdoor storage facilities (mini barns, carports, detached garages, etc.) are not permitted on any individual lot. Gazebos and pool houses are permitted on a case by case determination.
- j. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- k. No open burning of yard wastes or other material is allowed within the subdivision. All yard wastes must be disposed of by means other than burning or dumping within areas on the individual lots.

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- l. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit, on any Lots or on any of the Common Areas. Customary pets such as dogs, cats, etc. may be kept in a Dwelling Unit provided that such pet is not kept, bred or maintained for any commercial purpose and does not create a nuisance. No outdoor pens for pets will be allowed. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner. The owner shall be fully liable for any injury or damage to persons or property, including the Common Areas, caused by their pet.
- m. No boats, campers, trailers of any kind, buses, mobile homes, recreational vehicles or trucks larger than ¾ ton shall be parked on roadways or individual driveways visible to the general public except as specifically permitted by the Declarant or Homeowners Association. No repair work shall be done on any vehicle including passenger cars within the subdivision.
- n. The operation of recreational vehicles (mopeds, motorcycles, four wheelers, etc.) shall not be permitted within the subdivision, except to enter or leave the subdivision.
- o. Outdoor swimming pools are permitted only as in-ground pools. No above ground pools will be allowed. In accordance with state and local regulations, a minimum five feet tall privacy fence will be required. No chain link fences will be allowed.
- p. The Architectural Review Committee prior to erection must approve all fences including determination of reasonable height. Fences shall be two-sided (neighbor friendly) and shall be made from exterior grade wood, masonry or wrought iron. Chain link fences of any type or nature will not be allowed. Fences shall only be located in the backyard and shall not extend beyond the rear building elevation.
- q. No satellite receivers or downlinks shall be permitted on any lot, nor shall any exterior antenna be permitted without approval from the Architectural Review Committee. Mini satellite dishes are permitted (18" diameter or less) upon approval of location by the Architectural Review Committee. These satellite dishes shall not be visible from the public right of way.
- r. All mailboxes and delivery boxes will be uniform in size and materials as approved by the Architectural Review Committee. All mailboxes will be provided and installed by the Declarant with the cost borne by the Lot Owner. There will be no attachments allowed to any mailboxes for paper delivery, etc.
- s. Propane tanks (if installed) shall not be placed within the front yards of any Lot. All tanks shall be screened with landscaping from view of the surrounding neighbors.
- t. Vegetable gardens are permitted within the rear yards of any individual Lot with the maximum area being 400 square feet.
- u. All trees eight inches in diameter or larger cannot be removed unless approved by the Architectural Review Committee. Trees within the building area, driveways or parking areas can be removed after site plan approval.
- v. Each lot shall be maintained in a neat and pleasing manner. Grass areas must be mowed as required with no growth being longer than six inches.
- w. Security lighting is permissible with the proper architectural considerations. No standard security lights (fann lights) will be permitted.
- x. Lot owners will be responsible for the installation and maintenance of all sidewalks located along their respective street frontage. All sidewalks shall be a uniform width of four feet and located one foot inside the street right of way. Sidewalks must be installed by the completion of residence construction.
- y. The Declarant will be required to maintain all vacant lots and common area until property conveyance or the establishment of a Homeowners Association.
- z. No structure or site improvements shall be installed over septic lateral fields or perimeter drains.
- aa. All residences are to be completed within two years after the date of Lot conveyance unless written consent is received from the Declarant or Homeowners Association.
- bb. The Declarant and/or Homeowners Association specifically reserves the discretion to withhold Architectural Approval. Any Lot purchaser, whether it be a Builder or Individual Owner, understands and accepts that approval may be unreasonably withheld.

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HICKORY SPRINGS COMMUNITY ASSOCIATION, INC.

- a. Each lot owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles, By-Laws and the limitations imposed by this Declaration. The Articles and By-Laws of the Homeowners Association shall be established at the completion of the simple majority of conveyance of the platted lots for the entire Tract.
- b.

Note:

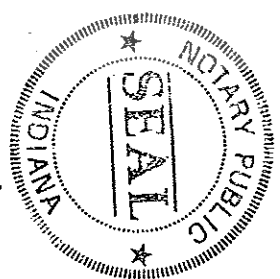
Lot 45 is excluded from items c, d, e, f, i and p as listed in the covenants and restrictions due to residence being in existence prior to recording of the covenants. However, prior to installation of any outbuilding or fence, approval must be obtained from the Architectural Review Committee.

This Declaration by JED Development Company, L.L.C. is here by declared and executed this 14th day of April, 2000.

John E. Darden
 John E. Darden, President
 JED Development Company, L.L.C.

Before me, the undersigned, a Notary Public, personally appeared John E. Darden, President of JED Development Company, L.L.C. and acknowledged the execution of this instrument to be his voluntary act and deed. Witness my Hand and Seal this 14th day of April, 2000.

Cheryl K. May
 Signed Notary Public
 Cheryl K. May



®

Resident of Hendricks County.

My Commission Expires: December 9, 2007

CHICAGO TITLE

Prepared by Cheryl K. May, Meritt Engineering, P.C.

RECEIVED FOR RECORD
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Karen Bunnert
 MORGAN CO RECORDER

Covenants and Restrictions

Hickory Springs - Section One

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07/11/05



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MORGAN COUNTY RECORDER
KAREN BRUMMETT
CSD Date 05/03/2005 Time 15:08:45
RECORDING: 19.00
I 200505625 Page 1 of 5

HICKORY SPRINGS

Section II



DECLARATION OF
COVENANTS AND RESTRICTIONS
CHICAGO TITLE

April 3, 2005—Revision 0

Declaration of Covenants and Restrictions
Hickory Springs

This Declaration, made as of this **14th** day of **February, 2005**, by JED Development Company, L.L.C., an Indiana Limited Liability Partnership ("Declarant")

WITNESSETH:

WHEREAS:

- A. Declarant is the owner of the real estate located in Morgan County, Indiana upon a portion of which the Declarant intends to develop a residential subdivision to be known as Hickory Springs.
- B. Declarant has or will construct certain improvements and amenities that shall constitute Common Area.

NOW THEREFORE, Declarant hereby declares that all of the Lots and lands within the subdivision, as they are held and shall be held, conveyed, used, occupied and improved are subject to the following restrictions. All restrictions are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Tract as a whole and each individual residence and lot. The restrictions shall run with the land and shall be binding upon Declarant, its respective successors and assigns, and upon the parties having or acquiring any interest in the Tract or any part thereof.

DEFINITIONS

The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

- a. **ARCHITECTURAL REVIEW BOARD** means the committee established by the Declarant to review all residence construction plans and the general aesthetics of each individual Lot.
- b. **DECLARANT** means JED Development Company, L.L.C., its successors and assigns to its interest in the Tract other than Owners purchasing Lots or Residences by Deed from the Declarant.
- c. **LOT** means a Platted Lot as shown on the Final Plat of Hickory Springs as filed in the Morgan County Records office.
- d. **LOT DEVELOPMENT PLAN** means (i) a site plan prepared by an Indiana registered engineer or land surveyor; (ii) foundation plan and proposed finished floor elevations; (iii) building plans, including elevation and floor plans; (iv) material plans and specifications; (v) landscaping plan; (vi) all other data or information that the Architectural Review Committee may request with respect to the improvement or alteration of a Lot or the construction or alteration of a Residence or other structure or improvements thereof.
- e. **NON-ACCESS EASEMENT** means the easement located parallel to the State Road 39 right of way that limits access from lots 1-2 and 46-49 to stated State Road.
- f. **OWNER** means a person, including the Declarant, who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.
- g. **RESIDENCE** means any structure intended exclusively for occupancy by a single family together with all appurtenances including a private garage and recreational facilities.

Covenants and Restrictions

Hickory Springs



h. TRACT means the real estate being developed by the Declarant into a subdivision.

COVENANTS AND RESTRICTIONS

The following covenants and restrictions on the use and enjoyment of the Lots and Common Areas shall be in addition to any other covenants or restrictions contained herein and in the Final Plat. All covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by the Declarant, or the by Community Association after established. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions and shall be entitled to damages for any losses resulting from any violations. However, there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- a. All lots and dwellings shall be used exclusively for residential purposes only and be occupied by a single family. No signs of any nature, kind or description shall be erected, placed or permitted to remain on any Lot.
- b. An Architectural Review Committee prior to the start of construction must approve all residence building plans and site plans. These plans shall be submitted on appropriate sized construction sheets. The site plan has to show the location and design of the septic field and must be certified by a Registered Engineer or Surveyor. The Declarant will appoint the Architectural Review Committee until a Community Association is established.
- c. Except as otherwise provided herein, no residence may be constructed on any Lot unless the minimum ground foot area is 2400 square feet for a one-story structure. If more than one story, it is required that a minimum of 1800 square feet of living area be on the ground level and a minimum of 1000 square feet be on the upper level. The Declarant or Community Association maintains the right to change the recommended square feet requirements per floor on a two-story structure. The minimum overall square feet of living area on a two-story structure shall be 2800 square feet. The allowable square footages are exclusive of open porches, attached garages and basements.
- d. All residences shall have a minimum of 80% brick. Other durable construction materials such as stone, E.I.F.S. (or similar material), masonry, etc. can be substituted for brick upon prior approval from the Architectural Review Committee. Remaining façade shall be wood or wood equivalent. No vinyl siding or aluminum siding is allowed.
- e. The main roof pitches for each residence shall be a minimum of 10 inches vertical for every 12 inches horizontal (10:12 pitch). Roofs over open porches will be considered on a case-by-case basis, as well as pitch variance for aesthetic appearance or structural roof considerations.
- f. Each residence shall have a minimum 600 square foot three-car garage.
- g. All driveways shall be hard surfaced such as concrete, exposed aggregate concrete, asphalt, brick pavers, etc.
- h. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.
- i. Outdoor storage facilities (mini barns, carports, detached garages, etc.) are not permitted on any individual lot. Gazebos and pool houses are permitted on a case by case determination.
- j. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- k. No open burning of yard wastes or other material is allowed within the subdivision. All yard wastes must be disposed of by means other than burning or dumping within areas on the individual lots.

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- l. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lots. Customary pets such as dogs, cats, etc. may be kept in a Dwelling Unit provided that such pet is not kept, bred or maintained for any commercial purpose and does not create a nuisance. No outdoor pens for pets will be allowed. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner. The owner shall be fully liable for any injury or damage to persons or property caused by their pet.
- m. No boats, campers, trailers of any kind, buses, mobile homes, recreational vehicles or trucks larger than ¾ ton shall be parked on roadways or individual driveways visible to the general public except as specifically permitted by the Declarant or Community Association. No repair work shall be done on any vehicle including passenger cars within the subdivision.
- n. The operation of recreational vehicles (mopeds, motorcycles, four wheelers, etc.) shall not be permitted within the subdivision, except to enter or leave the subdivision.
- o. Outdoor swimming pools are permitted only as in-ground pools. No above ground pools will be allowed. In accordance with state and local regulations, a minimum six-foot tall privacy fence will be required. No chain link fences will be allowed.
- p. The Architectural Review Committee prior to erection must approve all fences including determination of reasonable height. Fences shall be two-sided (neighbor friendly) and shall be made from exterior grade wood, masonry or wrought iron. Chain link fences of any type or nature will not be allowed. Fences shall only be located in the backyard and shall not extend beyond the rear building elevation.
- q. No satellite receivers or downlinks shall be permitted on any lot, nor shall any exterior antenna be permitted without approval from the Architectural Review Committee. Mini satellite dishes are permitted (18" diameter or less) upon approval of location by the Architectural Review Committee.
- r. All mailboxes and delivery boxes will be uniform in size and materials as approved by the Architectural Review Committee. All mailboxes will be provided and installed by the Declarant with the cost borne by the Lot Owner. There will be no attachments allowed to any mailboxes for paper delivery, etc. except those as provided by the Declarant.
- s. Propane tanks (if installed) shall not be placed within the front yards of any Lot. All tanks must be buried.
- t. Vegetable gardens are permitted within the rear yards of any individual Lot with the maximum area being 400 square feet.
- u. All trees eight inches in diameter or larger cannot be removed unless approved by the Architectural Review Committee. Trees within the building area, driveways or parking areas can be removed after site plan approval.
- v. Each lot shall be maintained in a neat and pleasing manner. Grass areas must be mowed as required with no growth being longer than six inches.
- w. Security lighting is permissible with the proper architectural considerations. No standard security lights (fawn lights) will be permitted.
- x. Lot owners will be responsible for the installation and maintenance of all sidewalks located along their respective street frontage. All sidewalks shall be a uniform width of four feet and located one foot inside the street right of way. Sidewalks must be installed by the completion of residence construction and/or within Two Years of the lots purchase. The Declarant will be required to maintain all vacant lots and common area until property conveyance or the establishment of a Community Association.
- z. No structure or site improvements shall be installed over septic lateral fields or perimeter drains.
- aa. All residences are to be completed within two years after the date of Lot conveyance unless written consent is received from the Declarant or Community Association.
- bb. The Declarant and/or Community Association specifically reserves the right to maintain any and all landscape areas that are established for the intent of beautification of the overall development.
- cc. The Declarant and/or Community Association specifically reserves the discretion to withhold Architectural Approval. Any Lot purchaser, whether it be a Builder or Individual Owner, understands and accepts that approval may be unreasonably withheld.
- dd. The use of firearms of any kind including air rifles, pellet guns, etc. are strictly prohibited whether it be for target practice or game hunting.

Covenants and Restrictions

Hickory Springs

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- ee. Trash cans may be set out the day prior to pick up, however, they should be covered by lids to prevent wild life or animals from scattering debris on the premises. Trash containers are to be promptly removed from sight the same day after pick up.


HICKORY SPRINGS COMMUNITY ASSOCIATION, INC.

- a. Each lot owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles, By-Laws and the limitations imposed by this Declaration.
- b. The Articles and By-Laws of the Community Association shall be established at the completion of the simple majority of conveyance of the platted lots for the entire Tract. The Articles and By-Laws will be a recorded document establishing the organization and operation of the Community Association. The Developer shall take responsibility to establish the initial Board of Directors and aid in the organization of the Articles and By-Laws. It will be at the developer's discretion as to when the community association is established.


Note:

Lot 45 is excluded from items c, d, e, f, i and p as listed in the covenants and restrictions due to residence being in existence prior to recording of the covenants. However, prior to installation of any outbuilding or fence, approval must be obtained from the Architectural Review Committee.

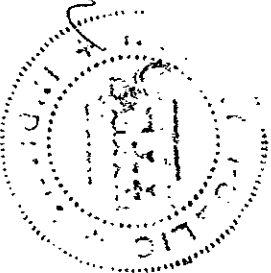
This Declaration by JED Development Company, L.L.C. is here by declared and executed this 3rd day of May, 2005.


 John E. Dowden, President
 JED Development Company, L.L.C.

Before me, the undersigned, a Notary Public, personally appeared John E. Dowden, President of JED Development Company, L.L.C. and acknowledged the execution of this instrument to be his voluntary act and deed.
Witness my Hand and Seal this 3rd day of May, 2005.


 Signed Notary Public
 Debra I. Chatten
 expires 8/17/12
 County of Morgan

Prepared by: John E. Dowden



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