

COPY

AMENDED TWIN CREEKS COVENANTS AND RESTRICTIONS

This is an amendment to previously recorded covenants and restrictions as recorded in miscellaneous record 163 page 447-453.

The following is the declaratory statement of dedication, limitations, restrictions and covenants for all purchasers, their heirs, successors and assigns, of lots in TWIN CREEKS, an unplatted division of land lying in the northwest quarter of Section 26, Township 14 North, Range 2 East, Morgan County, Indiana.

1. Building Plan review. All plans for the construction of residential dwelling houses, accessory buildings and all other structures shall be reviewed and approved by the developer in order to promote harmony of design and compatibility with existing structures. Only Developer approved builders are allowed to construct dwellings in this subdivision. The developer also shall approve any technical variation or exception from any construction requirements. The developer shall approve soil and erosion control guidelines which must be adhered to by the lot owners, their builders, contractor and subcontractors.
2. Architectural Design. All buildings, walls, fences and all other structures are subject to the approval of the developer. No building, wall, fence or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans, and specifications have been submitted to the developer who will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance of structure already existing and for conformity with surface, drainage requirements, first floor area, external construction, destruction of trees and other vegetation and any other such matter as may affect the environment or ecology of the subdivision.

In the event the developer fails to approve or disapprove any plans and specifications within thirty (30) days after

such plans and specifications have been submitted to it, then such plans and specifications will be considered approved.

3. **Land use.** All lots herein are for residential use only, limited to one single family dwelling per lot.

4. **Building location.** No building shall be located on any lot to the front lot line, or any lot line which borders a street or road, than thirty-five (35) feet except in Parcel #2. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating an additional site is prohibited.

5. **Parcels 2,3,4,5 & 6 Dwelling size requirements.** No dwelling shall exceed three (3) stories in height. An attached private garage for at least two (2) cars must be included. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall not be less than one-thousand six-hundred (1,600) square feet for a one-story dwelling nor less than two-thousand (2000) square feet for a dwelling of more than one-story, with not less than one-thousand (1200) square feet on the ground floor. Parcel 1 excluded from covenant.

6. **Construction requirements.**

- a. Overhang (eaves) shall be minimum of twelve (12) inches, excluding any exterior finish.
- b. If the roof is a hip type then a minimum of 5/12 pitch shall be used. If the roof is to be a gable type then a minimum of 7/12 pitch shall be used.

- c. Exterior of dwellings shall be approved by developer, siding, brick or stone. Soffit, fascia, and gable materials vinyl or wood and colors shall be approved by the developer. Modular homes acceptable upon developers approval, preferably crest homes. No manufactured and/or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed. Log cabins acceptable upon developers approval
- 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. To insure positive drainage the ground shall slope away from the dwelling minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation.
- e. All driveways are to be of concrete four (4) inches thick or two (2) inches of asphalt on 6" of compacted crushed stone. Driveways shall be a minimum length of (35) feet from opening of garage.
- f. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.
- g. All owners and their builders/contractor shall be responsible for and maintain the job site in a reasonable, sightly order, containing all trash and debris within the lot and properly disposed of or removed. Owner and their builder/contractors shall register and obtain from the developer a copy of Twin Creeks plat and these covenants and restrictions.

- h. All owners and their builders-contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to streets, or drainage area, utilities or other improvements.
 - i. All owners shall be fully responsible for providing proper erosion control on their lot. In the event proper erosion control is not maintained, the lot owner shall be responsible for any and all damages incurred by the Developer. The Developer shall have the right to notify the lot owner of specific erosion problems and to assess damages from this. The lot owner is responsible for the acts of any builder, contractor or subcontractor doing work on the owner lot. Standards for erosion control shall be set by the developer.
 - j. All lot owners, for the good of the community, will maintain their lots in good condition, grass shall be mowed not to exceed (5) inches in height.
 - k. All owners shall occupy homes. Renting of homes not permitted. Parcel 1 excluded from covenant.
7. **Utility Easements.** Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities reasonably and conveniently required. Such as lines, ducts, gas or water mains or sewer mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained with such areas. Maintenance of the easement area is the responsibility of the owner.
8. **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.

9. **Vehicle Parking.** No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot unless approved by the Developer. Operating and licensed vehicles (of the kind and nature described above) may be parked on a lot. No vehicle of any kind shall be parked on the easement except for a reasonable length of time. The developer shall determine what is acceptable and shall determine what is a reasonable length of time.
10. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including recreational vehicles, boat, trailers, motorcycles or any other motorized or non-motorized equipment) shall be permitted unless approved by Developer. Trash, garbage or other wastes shall be kept in sanitary animal proof 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.
11. **Vacant Lot Maintenance.** Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation to grow in excess of twelve (12) inches in height. Unsold lots shall be maintained by the developer. If sold lots are not mowed and maintained, the developer shall have the option to mow, or maintain the property, by removing trash or debris and charge the owner a reasonable fee.
12. **Business Use.** No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.

13. **Auto Mechanics.** Except on Parcel Number 1, only minor or routine repair and maintenance of the owners' personal vehicles shall be allowed. No welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted unless approved by the Developer.
14. **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.
15. **Storage Tanks.** No bulk storage tanks of any kind will be allowed except on Parcel 1.
16. **Utility/Storage Buildings.** Utility or storage buildings must have a minimum area of 120 square feet and may not be larger than 500 square feet. All utility, storage or gazebo structures must be approved by the developer. This restriction does not apply to Parcel Number 1.
17. **Fences.** No fence shall be erected until approval is obtained from the developer as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for open wood fences of a decorative type provided such fence has been approved by the developer. All fences shall be maintained in good repair.
18. **Animals.** Lot owners shall not keep, breed or raise any animal for commercial purposes. Lot owners shall be allowed two (2) total of either dogs, cats, or other household pet and all pets must be confined to the owners lot or on a leash accompanied by an adult. No lot owner shall be allowed to keep, breed or raise livestock, hogs, or poultry.
19. **Pools.** Above ground type pool will be permitted only if approved by the developer.

20. Mailboxes. The developer shall specify and determine type and location of all mailboxes.
21. 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 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 signs of the developer while lots are being sold.
22. Private Road/Easement Maintenance. The roadway which serves the lots shown hereon is to be maintained as an all weather street, including drainage, by the owners of the lots in the subdivision on a share and share alike basis Except Parcel 1. Parcel (1) shall be exempt from any responsibility of the determination of maintenance matters. The owners shall vote annually, on the first Tuesday of April of each year, or any other agreed date, on the type and total dollar amount of maintenance to be performed and the amount of assessment to be paid for each lot owned, a simple majority shall rule. Votes will be binding and valid ONLY if ALL parcels owners were notified of the date, time and place of the street maintenance meeting, by certified mail at the current address listed in the records of the Morgan County Auditors Office, at least thirty days in advance of the meeting date. At the first meeting the owners shall elect an individual to collect the monies and pay out the same for repair and maintenance of the street, associated street maintenance expenses, cost of notification of any required meetings. The individual who is to collect the monies shall be bonded in the amount equal to balance of funds on hand on

the date of the annual meeting but in no case less than five-thousand dollars (\$5000). Cost of the bond shall be paid out of the street assessments as an associated expense.

Until such time that the street is accepted into the Morgan County Road system, the minimum annual street maintenance fee shall be \$75.00 per lot.

23. **Ponds**. Prior to installation of a pond, Lot/Parcel owners must have written approval from the developer.
24. **Pond Maintenance**. The ponds shall be for the sole benefit and use of the adjoining lots, as shown heron. No other lot owners in this subdivision shall be allowed access to the lakes. Each of the adjoining lots through their respective owners, shall be responsible for an equal share of maintaining and repairing the common lake area and dam. The lake area shall be maintained in accordance with sound engineering and ecological practice. In the event that the owners of the lots adjoining any pond shall disagree as to the method or manner in which any such repairs or maintenance should be made, or if there is a disagreement whether or not any such repair or maintenance is required, or in the event that any other questions or problem arises with regard to said lakes, then such matter will be resolved in conformity with the decision of the majority of said lot owners of the lots which adjoin said lake, with each lot having one (1) vote through its ownership. This covenant shall be binding upon the respective lot owners, their heirs, executors and assigns.
25. **Enforcement**. Enforcement of Twin Creeks, Covenants and Restrictions set out in this agreement shall be by proceeding at law instituted by the Developer as shown on the plat of record or the owner of any lot of record with any of these entities having the right to bring the action against a violating party.

The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five years from date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a majority of lot owners of this section. After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owners and the owner will be allowed one vote for each lot owned. 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 a forfeiture or reversion or title.

Any person, partnership, Corporation, or other legal entity violating or attempting to violate any covenant or restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, courts costs, and actual damage to the Developer or homeowner for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other lots in the subdivision and the Developer. These covenants and restrictions shall inure to and be enforceable on any single family unit and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the Developer or other expense in bringing the legal action including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and to be a lien upon any real estate owned by the defendant in this subdivision in the even of an adverse judgment in favor of the plaintiff and against the defendant lot owner. Included in the damages which shall be recoverable under this section to the Developer or other lot owners will be the monies expended by the Developer or lot owners in curing the violation or time and expenses which accrue in bringing an action to cure the violation.