

Deed Restrictions for
STERLING WOODS SUBDIVISION

RECORDED
A.M. _____ P.M. 3:04

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THIS DEED OF RESTRICTIONS, made and entered into on this ^{Jim Fielder} ~~RECORDED~~ ^{MONDAY} ~~DAY~~ of OCTOBER, 1997, by and between Oak Hill LLC, a Limited Liability Company, hereinafter referred to as "Developer" and Sterling Woods, hereinafter referred to as "Subdivision."

WITNESSETH:

THAT WHEREAS, the Developer is the owner of Sterling Woods Subdivision in Monroe County, Indiana; and,

WHEREAS, the Developer intends to establish a general plan for the use, occupancy and enjoyment of the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision;

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in Sterling Woods Subdivision as shown by plats of record in Plat Cabinet C, Envelope 244 in the Office of the Monroe County Recorder, as follows:

1. PRIMARY USE RESTRICTIONS: No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single-family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private garage (attached or detached).

No profession, trade, or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within one year from completion of that house.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front, and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be asphalt, brick,

or concrete) shall have been approved in writing within ten (10) working days after formal submission to Developer. Developer may designate an association or other person to review and approve. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations. No tree greater than 12" in diameter located on any lot may be cut or removed from the lot without prior approval in writing from the Developer or from any person or association to whom the Developer may have assigned the right to approve the moving or removal of any tree.

3. PRIMARY PERMANENT RESIDENTIAL STRUCTURE CONSTRUCTION PLANS:

- a) Plans submitted for approval by the Developer shall be one-fourth (1/4) inch equals one (1) foot scale. Plans shall include a plot plan and driveway location(s). The construction plans shall include front, side and rear elevations.
- (b) All roof pitches shall be a minimum ratio of eight (8) feet of rise to twelve (12) feet of run (8/12).
- (c) The following are required minimum square footages for the primary permanent residential structure:
 - (1) Single family residences of one story in height shall have a ground floor area of not less than 2500 square feet.
 - (2) Single family residences of one and one-half stories shall have a ground floor area of not less than 1800 square feet.
 - (3) Single family residences with two stories in height shall have a ground floor area of not less than 1600 square feet.
 - (4) Split level and bi-level houses shall have no less than 2500 square feet of finished dwelling space and a ground floor area of not less than 1700 square feet.
 - (5) The ground floor area for the purpose of these restrictions shall be determined from the area of the house measured from the outside of the building foundation exclusive of open porches, breezeways, garages, chimney and eaves. Ground floor area shall be measured from the outside of the building foundation.
 - (6) Restrictions set out under #3 entitled Primary Permanent Residential Construction Plans may be waived by the Developer on application in writing by

any lot owner. Said waiver shall be valid only when properly recorded in the Office of the Recorder of Monroe County.

4. **BUILDING MATERIAL:** All exterior building material shall be either brick, stucco, stone, or a combination of same, and shall be extended to the finished grade on all sides of the building. No other exterior building material shall be used except upon approval by the Developer in writing. A minimal amount of cedar trim may be approved by Developer. Any and all retaining walls extending beyond the exterior residential structure walls shall be the same material as the exterior residential structure walls. All roof shingles shall be of architectural design with a minimum specification standard of 300 pounds or cedar shake. All roof shingles, including variation in the minimum specification standards shall be approved by the Developer in writing. Fireplaces shall be masonry fireplaces, unless otherwise approved in writing by Developer.

5. **SETBACKS:** No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building set back line shown on the recorded plat.

6. **APPURTENANCES, IMPROVEMENTS AND OTHER PERMANENT STRUCTURES:** No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Developer. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities and tennis courts. No exterior alterations of any existing building may be permitted without the prior approval of the Developer. No second story additions are permitted. No additional windows, platforms, etc., which invade the privacy of adjacent dwellings are permitted. The following requirements are applicable to such appurtenances, improvements and other permanent structures:

(a) Garages -- All garages shall be rear entry or side entry attached garages; any other garage entries must be approved by the Developer. Garages are to be given the same architectural treatment and be constructed of the same materials as the main structure.

(b) Driveways and Sidewalks -- All driveway areas must be concrete, asphalt, or brick. Each lot owner agrees to maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall pave, concrete or brick the driveway within three (3) months after completion of a single family dwelling.

(c) Flashing, Vents, Louvers, Etc. -- The roof pipes, vents, louvers, flashing and utility equipment shall be painted to match the surface from which they project, or pursuant to a color scheme approved in writing by the Developer.

(d) Swimming Pools -- All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. The construction of swimming pools must be approved in

writing by the Developer prior to commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction.

No lighting of a pool or other recreation area will be installed without the approval of the Developer, and if allowed, will be designed for recreational character so as to buffer the surrounding residences from all lighting.

(e) Tennis Courts -- No tennis court shall be constructed without prior approval of the Developer. Any tennis court approved by the Developer shall not extend beyond the primary permanent residential structure. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to the Developer for approval. There shall be no increase in drainage to other properties as a result of construction nor during the construction of the tennis court.

No tennis court shall be erected or placed on any lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl.

(f) Fences -- Fences on individual lots (with the exception of fences enclosing tennis courts) shall be a minimum height of six (6) feet and a maximum height of eight (8) feet. No fence shall extend toward the front or street-side property line beyond the front or side wall of the residence except as approved by the Developer in writing. Only closed picket, solid, stone or brick privacy fences will be permitted. There shall be no chain link fencing permitted on any lot. No board fencing (traditionally known as "horse-fencing") shall be permitted. The exterior side of all fences shall be finished. If the natural finish is to be altered by paint, stain or any other finishing technique, it must be approved by the Developer in writing prior to construction of the fence. All fencing plans must be submitted for approval by the Developer in advance of construction. All plans must include a plot plan depicting the location and a diagram and/or picture describing the fence and fencing material.

(g) Air Conditioning and Utility Areas -- Air conditioners, utility equipment and utility meters shall be completely screened from public view in a manner and at a location approved in writing by the Developer. The plans for such screening shall contemplate landscaping and/or permanent fences of solid materials and will be located as far from property lines as reasonable possible.

(h) Mailboxes -- All mailboxes shall be of uniform architectural design as determined by the Developer.

(i) Satellite Dishes -- Satellite dishes of approximately 18" in diameter may be erected if not visible from front elevation. Large dishes will not be permitted.

(j) Clotheslines -- No outside clotheslines shall be erected or placed on any lot.

(k) Signs -- No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the Developer.

(l) Lighting -- No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot which light is found to be objectionable by the Developer. Upon being given notice by the Developer that any exterior light is objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

7. LANDSCAPING DURING CONSTRUCTION: During construction, builders shall be responsible for the following:

(a) Stockpiling of any building materials shall not be allowed within drip line of trees. Cutting, filling or any ground disturbance shall not be allowed within the drip line of existing trees that are to remain.

(b) All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a lot shall be promptly removed from the subdivision. If such debris is not promptly removed, the Developer shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the lot.

(c) No construction material or equipment or debris shall be placed on any lot, other than the lot on which a structure is being built, whether said lot is vacant, in any stage of construction or completed, whether or not adjoining the construction site.

(d) Run off and erosion shall be controlled on site during construction while the site is disturbed.

8. PERMANENT LANDSCAPING PLANS: All permanent landscaping plans must be approved in writing by the Developer prior to planting. The landscaping plan submitted to the Developer for approval shall include the following requirements:

(a) Landscaping, including seeding or sodding, shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by Developer.

(b) No existing living trees greater than 12" in diameter shall be cut or removed without prior written approval from the Developer.

(c) Landscape plans and designs for each lot shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas should be landscaped with trees, shrubs and lawns designed to complement the architectural character of the residence in form, location and scale. Use of plant material of advanced maturity and highest quality should be used to give the property a finished and established feeling.

(d) No hedges shall be planted on any lot unless its placement and planting are approved in writing by the Developer.

(e) Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.

(f) No lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets.

9. **UTILITIES:** Any and all utility lines or wires for communications or for transmission of electrical current outside of any residence or building will be constructed, placed and maintained underground. All other utility conduits shall similarly be constructed, placed and maintained underground.

10. **DRAINAGE:** Drainage of each lot shall be in conformity with the general drainage plan of the subdivision.

11. **SEPTIC SYSTEMS:** Septic Systems shall be constructed and maintained to Monroe County Board of Health requirements. All systems will be maintained, in proper working order, so as not to become a nuisance to neighbors. All installers of septic systems shall be approved by the Monroe County Board of Health and by the Developer.

12. **EASEMENTS:**

(a) Utility Easements -- Easements for installation and maintenance of utilities may be reserved over each lot by deed or as shown on plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(b) Common Open Space Easements -- The Developer may include within its plan several common open space easements, for the enhancement of property and for the use of all

property owners. The common open space easements may be used for locating utilities. All common open space is and shall remain private property exclusively for recreational or access purposes. The common open space shall be used exclusively by residents or guests accompanied by residents. Sterling Woods Homeowners Association, Inc. shall maintain the common open space and any other section of Sterling Woods subdivision that Developer may by future deed restriction or amendment thereof designate and provide. No structure, object or plant material may be placed in the common open space without the approval of the Developer.

13. **VEHICLES:** No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no operable vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

Any and all routine automobile maintenance shall be conducted within close proximity to the garage entrance. No such routine maintenance shall be permitted on residential streets or on portions of driveways within close proximity to the residential street.

14. **DISPOSAL OF TRASH:** No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. No vacant lot shall accrue trash, rubbish or debris at any time. Grass and/or shrubbery clippings, dead shrubs, leaves or any other debris shall be disposed of in appropriate waste receptacles. Dumping of said materials on any other lot is strictly prohibited. Developer reserves the right to remove any trash from lots at the expense of the owner of the lot and/or at the expense of the individual who violates this section.

15. **FIREWOOD STOCKPILING:** Any and all firewood stockpiles shall be placed so as to not detract from the aesthetic appearance of the lot when viewed from a vantage point. If a firewood stockpile is to be covered, that covering shall be of a heavy non-plastic material and shall be black in color and securely tied down to prevent disturbance by wind.

16. **ANIMALS:** No pets, other than the traditional domestic animals in this geographical area (i.e., dogs, cats, birds) shall be housed or kept on any lot. No pets, including domestic animals, shall be kept for any commercial or breeding purposes. Pets shall always be under control of the owner and adhere to the ordinances set forth by the Monroe County Government. No pets shall be allowed in any landscaped common areas.

17. **SUBDIVISION/ONE BUILDING PER LOT:** No additional subdivision of any lot

shall be made without the written consent of the Developer and any appropriate government bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool house, gazebos or similar structures which have been approved by the Developer.

18. **CONSTRUCTION:** Construction shall be in accordance with these restrictions; all construction shall be completed within 1 year of commencement of construction.

19. **OWNER'S UPKEEP OBLIGATION PRIOR TO COMPLETION:** Each owner of a lot upon which construction of a residence has not yet been completed is obligated to maintain the lot prior to completion of construction in accordance with all of the provisions referred to herein. If necessary, Developer may perform upkeep at owner's expense.

20. **OWNER'S DUTY TO MAINTAIN PROPERTY:** Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If lot owner fails to so maintain the lot, Developer or its assignee may take any action it deems appropriate to make lot neat and attractive, and the owner shall, upon demand, reimburse Developer for any expenses incurred.

21. **ZONE CHANGES:** No zone changes for this property shall be applied for without the prior approval of Developer.

22. **SEVERABILITY OF PROVISIONS:** Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in full force and effect.

23. **MAINTENANCE FEES:** Every lot owner, with the exception of Developer, shall be required to pay, on February 1, an annual maintenance fee as determined by the Developer on December 31 of each year, to be paid to the Sterling Woods Maintenance Fund at the address provided by the Developer. This annual maintenance fee may be increased at Developer's discretion. When a Homeowners Association is operational under the provisions of Paragraph 24, and the rights and privileges of maintenance fees are assigned to said Homeowners Association, said Association has discretion to change any aspect of the maintenance fees. The maintenance fees shall constitute a lien on that lot and any improvements thereon, but shall subordinate to a first mortgage or vendor's lien placed on the lot. A record of receipts and disbursements made to and from the Maintenance Fund will be available for examination by lot owners upon request.

24. HOMEOWNERS ASSOCIATION/ASSESSMENTS:

A. The Articles of Incorporation of Sterling Woods Homeowners Association, Inc. ("Association"), which may be amended from time to time, dated _____, are recorded in ~~Articles of Incorporation, Book _____, Page _____, in the Office of the Monroe County Recorder, in Bloomington, Indiana.~~ Every owner of a lot of Sterling Woods subdivision shall be a member of the Association and by acceptance of a deed for any lot, agrees to accept membership in and does thereby become a member of the Association. Such owner and member shall abide by the Association's by-laws, rules and regulations, shall pay the assessments provided for when due, and shall comply with decisions of the Association's Board of Directors.

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B. The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, fences and entrances as shown on the aforesaid plats, and acceptance of common area for purposes of operation, maintenance and repair.

C. Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien that shall subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

D. On December 31 of each year, the Board will determine the annual assessment which will be due on or before February 1 of the following year. The annual assessment for 1998 will not exceed \$500.00. The Board of Directors may, from time to time, increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The annual assessment will be dated January 1 of each year and will be due and payable on or before February 1 of that year, with the probation to be calculated by determining the number of days of ownership of the lot from the date of closing through December 31 of that year.

25. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date of this document is recorded, after which they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Sterling Woods subdivision has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions.

Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for the restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

26. LOT OWNER'S OBLIGATION TO MAINTAIN DRAINAGE / DETENTION FACILITIES: On certain lots throughout Sterling Woods subdivision there are constructed lakes, ponds, detention/retention facilities of various types. Such lots are designated on the Plat of Sterling Woods. The owner of such lots shall keep and maintain any such facility in a clean, functional, and operating order. Such lot owners shall perform such periodic maintenance as may be required by the Developer, the Planning Commission of Monroe County, the Drainage Board of Monroe County, the Highway Engineer of Monroe County, or the Monroe County Commissions as they may direct from time to time at the lot owner's sole expense. In the event that a lot owner fails to maintain such facilities as set forth herein, any of the foregoing individuals may enforce this restriction and obligation in their own name or on behalf of other lot owners and Sterling Woods. In the event that any of the foregoing are required to undertake enforcement of this restriction against a lot owner, the costs, including attorney's fees and all expenses, shall be a lien upon the lot and enforceable in the same manner as a maintenance lien/assessment. In the event a lot owner shall fail and refuse to perform such required maintenance, any of the foregoing named parties may perform such maintenance and the cost thereof shall become a lien in favor of such person against the lot owner enforceable in the same manner as maintenance/assessment liens. License is hereby granted to any of the aforementioned individuals to perform such maintenance on said facilities in the event such lot owner fails to do so. Prior to exercising any rights granted to them hereunder, before the aforementioned individuals take enforcement action, except in the event of any emergency which poses an eminent threat of harm to person or property, they shall give the lot owner ten (10) days written notice of their demand to maintain such facility. After expiration of said notice, such individuals may proceed in accordance with this paragraph. The term "maintenance" shall include construction, reconstruction, excavation or other construction activities related to maintenance of the function of the facility as may be reasonably necessary.

27. GENERAL:


(a) The several approval rights retained by Developer in this instrument may be assigned to any person or association. If Developer ceases to exist as a legal entity without formally assigning its approval rights, those approval rights shall be deemed assigned to Sterling Woods Homeowners Association, Inc.

(b) Wherever in this instrument a lot owner has an affirmative obligation to take some action or is restricted from taking some action without the approval of Developer, and the lot owner violates any of those requirements, Developer may notify the lot owner of his violation. If the lot owner has not complied with the Developer's notification to correct the violation within 30 days, the Developer shall have the right to re-enter the cost of

correcting the violation, and the cost of correcting such violation shall be paid by the lot owner to the Developer immediately upon demand. To secure the payment of that obligation by the lot owner, Developer shall have a lien on such owner's lot, which lien shall be equal in priority to the lien provided for in paragraph (c) above. That lien shall be enforceable against the lot by foreclosure or otherwise.

IN WITNESS WHEREOF, the Oak Hill, LLC, a Limited Liability Company, has executed this Deed of Restrictions on this day and year first above written.

OAK HILL LLC

By: 
Steven R. Crider
President

STATE OF INDIANA

COUNTY OF MONROE

The foregoing Deed of Restrictions was subscribed and sworn to me on this the 21st day of Oct, 1997, by Steven R. Crider, President of Oak Hill LLC, a Limited Liability Company, on behalf of said corporation.


Notary Public

Residing in Monroe County

My Commission expires 12-4-00

**Deed Restrictions for
Sterling Woods Subdivision
AMENDMENTS**

The following changes will be made to the recorded Deed Restrictions for Sterling Woods Subdivision.

Section 2. APPROVAL OF CONSTRUCTION PLANS:

The following paragraph has been added:

Any deviations from these covenants shall be requested in writing and indicated on the plan submittal.

**Section 3. PRIMARY PERMANENT RESIDENTIAL STRUCTURE
CONSTRUCTION PLANS:**

Paragraph (c) Item (1) now reads:

Single family residences of one story in height shall have a main floor living area above ground of not less than 3500 square feet.

Paragraph (c) Item (2) now reads:

Single family residences of one and one-half stories shall have a ground floor area of not less than 2400 square feet.

Paragraph (c) Item (3) now reads:

Single family residences with two stories in height shall have a ground floor area of not less than 2000 square feet

Paragraph (c) Item (4) has been eliminated.

Paragraph (c) Item (5) has been renumbered Item (4) and has had the following sentence added:

In computing square footage, finished basements, garages, breezeways, and eaves shall not be included.

Paragraph (c) Item (6) has been renumbered Item (5).