

1992 - 1993

MERIDIAN WOODS MANOR HOMEOWNERS ASSOCIATION  
BOARD OF DIRECTORS AND COMMITTEES

<u>DIRECTORS &amp; OFFICE</u>	<u>NAME</u>	<u>TELEPHONE</u>
President	Paul E. Ferguson	784-4352
Vice-President	Carolyn Stieff	784-6948
Treasurer	William (Bill) Rosier	<del>784-2386</del> <sup>782-2386</sup> <del>884-3547</del>
Secretary	Joanne B. Burkert	787-1536
Director	Alvin Derleth	786-2864
Director	Walter McLaughlin	787-0988
Lawn Care & Snow Removal Committee	Charles Harbaugh Don L. Rodgers Leonard E. Schrader	782-3343 786-8630 787-0704
Newsletter Committee	Jane Ann Ferguson Marian McLaughlin	784-4352 787-0988
Social Committee	Pat Adams Rosemarie Reker Nellie Rodgers	782-8684 782-8315 786-8630

MERIDIAN WOODS MANOR HOMEOWNERS ASSOCIATION

SUMMARY OF SERVICES 1993

COMPANY

Mr. Timothy Diersing  
Complete Lawn Maintenance

"Mowing necessary areas... (common area bi-weekly);  
Trimming necessary areas... landscape, walks, drives, houses;  
Blow clippings from walks, drives, patios, etc.  
Service will be rendered every Thursday of the mowing  
season weather permitting."

CHEMLAWN  
Commercial Services

"Spring Application

complete balanced fertilizer, broadleaf weed,  
insect and crabgrass control (conditions permitting).

"Early Summer Application

complete balanced fertilizer broadleaf weed  
and crabgrass control (conditions permitting).

"Late Summer Application

complete balanced fertilizer, broadleaf weed and  
insect control (as necessary).

"Fall Application

complete balanced fertilizer and broadleaf weed  
control as required.

"Late Fall Application

nitrogen fertilizer for root development.

"Aeration

reduces compaction, helps control thatch build-up,  
and increases water penetration.

"Grub Control

preventative treatment for sub-surface grub damage."

Mr. Jerry Ottenbacher  
Jerry's Lawn Service

"We will furnish all labor, equipment, property damage  
and liability insurance necessary to complete in a  
thoroughly efficient manner all work described below:

"Remove snow from all driveways, entranceways, and  
parking areas not blocked by vehicles or obstructions.  
On a 2" (two inches) minimum snowfall, and double in  
price to 10" (ten inches)."

86-13843

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MERIDIAN WOODS MANOR ASSOCIATION, INC.  
AN INDIANA NOT-FOR-PROFIT CORPORATION

THIS DECLARATION made this 22nd day of September, 1986, by Meridian Woods Manor, Ltd., an Indiana Limited Partnership, hereinafter referred to alternatively as the "Developer" and/or "Declarant".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property, hereinafter described, in Perry Township, Marion County, Indiana, and has created thereon a residential development and subdivision commonly known as Meridian Woods Manor ("the Subdivision"), which includes certain common and easement areas, streets, sidewalks and other common improvements; and

WHEREAS, the Developer desires to provide for the preservation of the values of the properties and amenities within the Subdivision and for the maintenance of the common and easement areas, as well as provide for the removal of snow and debris from the streets within the Subdivision and the mowing of all lawns and the common areas, and to that end desires to subject the real estate described herein and all lots within the Subdivision to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is intended for the benefit of the said properties and each subsequent owner thereof; and

WHEREAS, the Developer deems it desirable, for the efficient maintenance of the lawns, streets and common areas within the Subdivision, to create an entity to which should be delegated and assigned the authority and responsibility of maintaining and administering the common property and the snow removal and lawn

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BETH O'LAUGHLIN  
RECORDER-MARION CO.  
SEP 22 11 11 PM '86

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon The Properties and Contract Purchasers, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgages unless and until such mortgages has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Subdivision" shall mean and refer to Meridian Woods Manor as platted and approved by the Metropolitan Development Commission of Indianapolis, Marion County, Indiana.

#### ARTICLE II

##### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration, is located in Perry Township, Marion County, Indiana, and is more particularly described as follows:

Part of the Southeast Quarter of Section 10 and part of the Southwest Quarter of Section 11, Township 14 North, Range 3 East, Marion County, Indiana, as more particularly described in the Legal Description which is attached hereto as Exhibit "A" and incorporated herein by this reference, which real estate has been platted as Meridian Woods Manor, Lots 1 through 76, the plat of which is recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 86-51760.

all of which said property shall hereinafter be referred to as "the Properties".

adopting by reference the provisions of this Declaration in its entirety shall be sufficient to conform with this Section. In addition, such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within The Properties.

(b) Upon a merger or consolidation of the Corporation with another corporation, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, The Properties, rights and obligations of another corporation may, by operation of law, be added to The Properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration with The Properties, except as hereinafter provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Lot which is part of The Properties, or is party to a Conditional Sales Contract for the sale and purchase of any Lot, and which is subject by covenants of record to assessment by this Corporation shall be a member of, the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such 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.

Notwithstanding the foregoing assessment requirement, the Developer/Declarant shall not be required to pay either annual or special assessments with respect to any lots owned by the Declarant prior to the conveyance of the Common Properties to the Corporation. In lieu of the payment of such assessments prior to conveyance of the Common Properties, the Developer shall supplement the assessments collected as reasonably necessary to accomplish the snow removal and grass/weed mowing responsibilities of the Corporation as set forth herein.

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties including, but not limited to, the payment of taxes and insurance for the Common Properties, mowing of grass and yard maintenance upon all properties within the Subdivision, snow removal from all public streets and maintenance of the Common Properties and entry area of the Subdivision, all as may be approved by the Corporation's Board of Directors, from time to time.

Section 5. Change in Basis and Maximum of Annual

Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Corporation may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of fifty one percent (51%) of each class of its membership, voting in person or by proxy (as defined and required in Section 6 below), at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, and provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Corporation is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, 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 no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due

Written notice of the assessment shall thereupon be mailed to every Owner subject thereto.

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

Section 9. Fund for Capital Expenditures. All sums assessed by the Corporation shall be determined and established by using generally accepted accounting principles approved on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and facilities. The said fund for capital expenditures in repair and replacement of Common Areas and facilities shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Johnson County, Indiana. Assessments collected for contribution to this fund shall not be subject to Indiana gross income tax or adjusted gross income tax.

Section 10. Effect of Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date or dates when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner,

lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 12. "Junior Lien" Provision. If any promises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure on the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu Grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

#### ARTICLE V

#### INCORPORATION OF PLAT RESTRICTIVE COVENANTS

The Developer has caused to be executed and placed of record with the Recorder of Marion County, Indiana, certain Restrictive Covenants governing construction upon and the use of all Lots within The Properties; and here declares that those said Restrictive Covenants of Meridian Woods Manor, and all subsequent

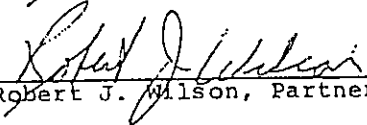
Section 4. Payment of Fees and Expenses of Litigation.

Class A members and others acting for, on behalf of, or through any Class A member violating the terms and restrictions of these Covenants shall be responsible for and pay all professional fees and expenses for any litigation, arbitration or other proceedings, including negotiations, and time and services otherwise incurred in enforcing the terms and provisions of this Declaration and/or the Restrictions of the Plat of Meridian Woods Manor and the collection of assessments and other sums due by these provisions.

IN WITNESS WHEREOF, the Developer/Declarant, Meridian Woods Manor, Ltd., an Indiana Limited Partnership, by its General Partners, Robert J. Cook and Robert J. Wilson, have caused this document to be executed the day, month and year first mentioned above.

MERIDIAN WOODS MANOR, LTD.,  
an Indiana Limited Partnership

By   
Robert J. Cook, Partner

By   
Robert J. Wilson, Partner

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert J. Cook and Robert J. Wilson, General Partners of Meridian Woods Manor, Ltd., an Indiana Limited Partnership, who executed the within Declaration stating that the representations therein contained are true and correct to the best of their knowledge and belief.

Continued - Declaration of Covenants and Restrictions for  
Meridian Woods Manor Association, Inc., an Indiana Not-For-Profit  
Corporation

Part of the Southeast Quarter of Section 10, and part of the  
Southwest Quarter of Section 11, Township 14 North, Range 3 East,  
Marion County, Indiana, more particularly described as follows:

BEGINNING at the Southeast corner of the Southeast Quarter of  
said Section 10; thence South 89 degrees 39 minutes 20 seconds  
West along the South line of said Southeast Quarter Section  
864.18 feet to a point in the Easterly right of way line of the  
Illinois Central Railroad, said point being on a curve concave to  
the Southeast, having a radius of 2814.79 feet and a radial line  
to said point bearing North 81 degrees 47 minutes 07 seconds  
West; thence Northeasterly along said curve and along said  
Easterly right of way line an arc length of 492.00 feet; thence  
continuing along said Easterly right of way line tangent to said  
curve North 18 degrees 13 minutes 46 seconds East 572.66 feet;  
thence South 83 degrees 17 minutes 44 seconds East 85.72 feet;  
thence South 51 degrees 39 minutes 59 seconds East 82.23 feet;  
thence North 75 degrees 12 minutes 11 seconds East 109.64 feet;  
thence North 29 degrees 38 minutes 29 seconds East 137.49 feet;  
thence North 42 degrees 54 minutes 28 seconds East 121.03 feet to  
an angle point in the Westerly line of Meridian Woods Park, Third  
Section, a subdivision of Perry Township, Marion County, Indiana,  
as recorded under Instrument Number 69-59511 in the records of  
the Recorder of Marion County, Indiana; (the following three  
courses are along said Westerly line); thence South 51 degrees 30  
minutes 60 seconds East 438.40 feet; thence South 38 degrees 30  
minutes 00 seconds West 293.02 feet; thence South 00 degrees 29  
minutes 30 seconds East 690.00 feet to the POINT OF BEGINNING,  
containing 18.89 acres, more or less (800,891.75 square feet).

EXHIBIT "A"

[REDACTED]  
[REDACTED]

PROPOSED RESTRICTIVE COVENANTS FOR  
THE PLAT OF MERIDIAN WOODS MANOR

The undersigned hereby certifies that they do lay off, plat and subdivide the above described real estate, in accordance with this plat and certificate.

This subdivision shall be known and designated as MERIDIAN WOODS MANOR, a subdivision in Marion County, Indiana, all lots within the boundaries of this subdivision shall be developed, used and maintained by all subsequent owners and occupants in accordance with the following covenants, restrictions and conditions of use, which shall run with the land, to-wit:

The streets and right-of-way as shown on the plat shall be dedicated to the public and maintained by the Indianapolis Department of Transportation.

There are strips of land shown on the plat marked as follows:

There are strips of ground marked "Walkway Easements", and "Common Area" shown on the plat which are hereby reserved to the lot owners of all lots in this subdivision. The "Walkway Easements" are reserved for pedestrian access between streets and/or "Common Areas" as shown. The areas so designated shall be maintained by all of the lot owners as a body under an association along with the "Common Area".

Utility easements for installation and maintenance of utilities, including storm and sanitary sewers and drainage, gas, water, telephone, cable television, power lines are reserved and designated on the recorded plat, and marked "Utility and Drainage Easements", "Drainage Easements" and "Sanitary Sewer Easements", such utility companies shall have the right to install and maintain separate meters, connection boxes and related equipment at one or more common locations designated by the owner on the exterior of the structures, and shall have the right to enter upon the lot(s) upon which same may be located to repair, remove, replace, service and read the same for so long as such utility service shall be made available to such structure, or to any replacement thereof.

There are strips of ground marked "Drainage Easements" shown on the plat which are hereby reserved to the City of Indianapolis, and its Department of Public Works, for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention or retention areas, or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the right of proper authorities to service and maintain the drainage facilities and easements hereby created, and no permanent structure of any kind, and no part thereof, except fences which do not retard or impede the flow of storm drainage water on, across, and from such areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon such land for the benefit of the owners of other land included within the plat, upstream or downstream, affected by such use, and for any proper agency or Department of the City of Indianapolis. The City of Indianapolis is hereby given the

the triangular area formed by the street and property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to all lots within 10 feet from the intersection on a street line with the edge of a driveway pavement or alley lines. No tree shall be permitted to remain within such distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb, or upon or across any easements dedicated or reserved upon the plat or within these Covenants for the purpose of providing access for ingress or egress for construction, maintenance or repair of any of the residences in this subdivision.

5. Certain additional rights and restrictions of use are placed upon and applicable to each lot and the common areas within the plat, which restrictions are embodied within a document entitled the Declaration of Covenants, Conditions and Restrictions of the Meridian Woods Manor Association, Inc., which shall be recorded in the Office of the Recorder of Marion County, Indiana, and shall be binding all land contained within the plat. The Association will be created as a not-for-profit corporation under the laws of the State of Indiana and will be responsible for controlling all maintenance and other activities for all areas demoted as common areas and for the maintenance of the lawns, landscaping and grass areas upon all lots in the subdivision. Included in the authority of the Association will be the authority to make and collect general and special assessments from the owners of all lots in the subdivision to defray the cost of all such maintenance. The Developer, its grantees, successors and assigns, reserve the right to amend any of the Covenants contained herein so long as the Developer owns at least seven (7) lots within the subdivision.

6. All residences constructed within the subdivision shall have attached garages. All driveways shall be hard surfaced with either concrete or asphalt. No remodeling or alterations to any structure shall be allowed without the approval of the Developer and/or his assigns.

7. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

8. No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes, nor shall any structure of a temporary nature, or outbuilding of any kind not connected to the main residence, including but not necessarily limited to any trailer, tent, basement, shack, garage, barn or other outbuilding, be constructed or moved into or used on any lot in the development. No boat, trailer, or camper of any kind shall be kept or parked upon said lot, except within a garage or other approved structure. No obnoxious or offensive trades shall be carried on upon any lot or lots in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighbors.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other animals generally and customarily recognized as household pets,

construction of any building area, including basements, below the minimum pad elevation shown on the drainage plan, shall operate as a waiver and release of the Developer and his agents from all liability as to damage caused by storm waters and storm drainage.

19. No fills, stumps, trash, grass clippings, waste, debris or other refuse of any kind shall be placed on any lot or on any portion of the properties. The Developer and/or his assigns shall have the right to enter upon any lot, to remove such debris, as well as the right at all reasonable times, to cut and remove any grass, weeds, debris and undergrowth which is deemed to be unsightly by the Developer and/or his assigns, and charge the owner upon which the same is located the cost thereof, plus twenty percent (20%).

20. The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof the injunction or other legal process, is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without required to show any damages, together with reasonable attorneys' fees. The Metropolitan Development Commission", its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, or other limitations contained in this plat other than those covenants, commitments, or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

21. The foregoing restrictions may be amended at any time by the owners of at least two-thirds (2/3) of the lots, subject to each restriction provided, however, that until all of the lots in the subdivision have been sold by the undersigned, any such amendment of these restrictions shall require prior written approval of the undersigned, its heirs, successors, or assigns. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Marion County Recorder's Office.

22. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall, in no way, affect any of the other provisions which shall remain in full force and effect.

23. This plat is subject to the variance granted by the Metropolitan Board of Zoning Appeals, Division II, in its determination of the development standards variance petition docketed as 83-VI-108, including approval of minimum aggregate side yard distances between buildings of ten feet (10').

*24. Special construction code no. 108 being recorded.*

WITNESS our signatures and seal this \_\_\_\_ day of \_\_\_\_\_,  
1985.

# MERIDIAN WO

