

**RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR  
ASPEN MEADOWS SUBDIVISION**

Progressive Engineering Concepts, LLC, an Indiana limited liability company, being the owner of all lots in Aspen Meadows Subdivision as the same appears on the plat of said Subdivision (the "Plat") does hereby impose the following restrictions and protective covenants upon each lot within the said Plat of Aspen Meadows Subdivision for the mutual benefit of all persons, firms, and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot within the development.

Whereas, Progressive Engineering Concepts, LLC, desires to inform each owner that their individual home is a single-family home; and that these restrictions and easement will run with the land and with any conveyance of any lot in Aspen Meadows Subdivision and the same shall be part of any deed for the same as if set out completely in said deed.

Now Therefore, Progressive Engineering Concepts, LLC, does impose the following on each lot and home in Aspen Meadows Subdivision:

The term "Developer" shall mean Progressive Engineering Concepts, LLC, an Indiana limited liability company, and may include any person, firm, corporation or association to whom Developer may assign the right of approval.

The term "home" shall refer to a residential structure on a lot in Aspen Meadows Subdivision.

The terms "lot" or "lots" shall refer to a lot or lots in Aspen Meadows Subdivision.

The term "owner" or "owners" shall refer to the person/s or entity/ies in title to a lot in Aspen Meadows Subdivision.

**I. Construction or Reconstruction of Homes.**

- 1. Approval of Construction and Landscape Plans.** No structure may be erected, placed, altered or reconstructed on any lot until plans are submitted to Developer showing the (a) location of the improvements on the lot; (b) the grade elevation (including rear, front, and side elevation); (c) the type of exterior material, and (d) the location and size of the driveway, which shall have been approved in writing by the Developer.
- 2. Reconstruction.** As best as it is practical at the time, any reconstructed home shall have the same exterior materials, roof shape and shingles as was used in the original construction and the Developer, or the Developer's assigns, must approve all plans for reconstruction. Developer makes this

requirement to maintain high quality of construction within, and the character of Aspen Meadows Subdivision.

## II. Use Restrictions.

### 1. Use.

(A) No lot or home shall be used except for private single-family residential purposes. Occupancy of home must be by owner or long-term lessee.

(B) No structure shall be erected, placed or altered or permitted to remain on any lot except a single-family home with a minimum of 1400 square feet, not including garages and porches, designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed one story in height, and containing a private two-car attached garage for the sole use of the owner and occupants of the lot.

(C) Any vacant lot sold to an adjacent lot owner shall remain vacant unless approved by the Developer.

(D) Private professional business for in-home use is allowed as long as it does not become an annoyance or nuisance to the owners of lots within the Subdivision or the surrounding neighborhood and such business shall not, in any way be conducted outside of the home, including no signs, equipment, supplies, or vehicles. The private professional business shall not have expanded driveways or provision for parking beyond what is normal and customary for a single-family residence and shall not allow vehicles of customers or invitees to park on any street at any time.

(E) Until the last home is sold, the Developer may use a home as a sales office. Otherwise, no home shall be used except for private single-family residential purposes.

(F) No home shall be structurally change by any owner unless approved, in writing, by the Developer.

(G) Aspen Meadows Subdivision shall be subject to the local planning and zoning rules and regulations.

2. **Setbacks.** No home shall be located on any lot nearer to the lot lines than the minimum building setback lines shown on the Plat. Developer may vary the established building lines, in Developer's sole discretion, where not in conflict with applicable zoning regulations during the development of Aspen Meadows Subdivision.

3. **Vehicles.** Inoperable or unlicensed vehicles shall not be kept on any lot except in a garage. No trailers, boats, motorhomes, tractors, school, buses,



motorcycles, campers, RVs, off-road vehicles or commercial vehicles shall be parked in any driveway or on any street, side yard, front yard or rear yard of any lot. This prohibition does not apply to vehicles owned by contractors or repair services providing services to the residents of Aspen Meadows Subdivision, including those directly involved in the construction of a new residence.

- 4. Animals.** No animals, including reptiles, livestock, bees or other insects, or poultry or other birds of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets indigenous to this geographic area, which shall not include potbelly pigs or any other exotic household pets, may be kept provided: (a) they are not kept, bred, or maintained for any commercial or breeding purposes, (b) there shall be no more than two (2) such allowed household pets (birds, cats or dogs) kept in any home by the owner, unless otherwise approved by the Developer, and (c) such pet is not an annoyance or nuisance to the other owners of lots in Aspen Meadows Subdivision. No outdoor fenced dog runs or kennels shall be allowed. Permissible pets must be housed indoors and if taken outside the home or fenced area, the pet shall be kept on a leash. It is the responsibility of the pet owner to immediately collect and properly dispose of any pet feces left by a pet on any area within Aspen Meadows Subdivision.
- 5. Nuisance.** No noisy, noxious, or offensive trade, or any activity shall be permitted on any lot, including but not limited to, noise, debris, odors, horns, wind chimes, whistles, or habitual loud howling or barking by a pet.
- 6. Lawn Maintenance and Landscaping.**

  - (A) The Developer shall be responsible for planting the grass, trees, and other basic landscaping on each lot. The cost of any additional landscaping is the responsibility of the owner of the lot.
  - (B) It shall be the duty of each owner to keep the grass on the lot properly cut (no higher than 6 inches in length), to keep the lot free from weeds and trash, and to keep it in an otherwise neat and attractive appearance. Should any owner fail to do so, the Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall immediately, upon demand, reimburse the Developer or other performing party for all expenses incurred hereunder, including all reasonable attorney fees incurred, plus a fee of \$200 per filing. Each owner further consents to the filing of a voluntary lien by Developer for the charges authorized hereunder, all of which shall accrue interest at 12% per annum.
- 7. Prohibited Structures/Items.**

  - (A) No lot shall have a structure other than a home unless approved by the Developer. In presenting plans for any other permitted structure to the Developer, the owner must also submit the plans of the structure as it relates

to location and materials to be used. Approved structures must be built on-site.

(B) No antenna, microwave, or other receiver or transmitters, including satellite dishes, or any other structures shall be permitted on any lot, except where not visible from any street and which are approved in writing by the Developer. During the installation or replacement of any of the above, no wiring, cable, or connector lines shall be permanently placed on the exterior of a home.

(C) No carports shall be constructed or placed on any lot.

(D) No above-ground swimming pools shall be erected or placed on any lot. In-ground swimming pools, water features, hot tubs and spas may be permitted if design and placement thereof are approved in writing, in advance of construction, by the Developer.

(E) No flag poles or flags shall be erected or displayed on any lot.

(F) No exterior play or sports equipment, including without limitation basketball goals, nets and skateboard ramps, shall be located on any lot, unless approved in writing, in advance of installation, by the Developer.

(G) No ornamental yard object, statuary, sculpture or similar items may be placed on any lot unless the design and placement are approved in writing by the Developer.

(H) No seasonal decorations may be placed on any lot for no more than a period of 90 days.

(I) No furniture other than lawn furniture may be placed on any lot and lawn furniture may be placed only in the rear yard of a lot except when being used. Grills may only be placed and used on the rear concrete apron.

(J) Any external recreation fire pits or rings must be adjacent or connected to the existing concrete apron. No firewood shall be stored in a location that is visible from the front of the lot on which it is stored.

**8. Temporary Structures.** No structure of a temporary character, such as trailers, tents, or sheds shall be permitted on any lot, except as provided in writing by the Developer or when used for construction. Temporary structures used for construction shall be removed promptly when construction is completed.



9. **Signs.** No signs are permitted except: (a) signs required by legal proceedings; (b) signs necessary to advertise property for sale and open house signs, each not to exceed two (2) feet by three (3) feet; (c) signs provided by a company providing alarm or security services advertising any such system, not to exceed twelve (12) inches by twelve (12) inches; and (d) signs which can not be prohibited under the laws of the State of Indiana.
10. **Trash.** No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, debris, or any other waste shall not be displayed, remain in the open, or otherwise kept on the lot, except in sanitary containers. Sanitary containers, except for the evening before the designated trash pickup day, shall be placed within garages.
11. **Fences.** No fence or wall of any nature may be installed or erected on a lot without the prior written consent of the Developer. Prior to the installation of any fence or wall, the owner shall submit to the Developer for approval a plan for the location of any fence or wall and the materials used in the construction of the fence or wall. All fences and walls shall be properly maintained by the owner. Because all lots are unique in size and shape the Developer shall have sole discretion as to the location of any fence or wall and the materials used in the construction thereof, specifically in keeping with the design for the Aspen Meadows Subdivision. Vinyl fence material is acceptable, but no fence shall be approved which uses treated lumber, except as posts to be placed in the ground.

### III. Utilities, Easements, and Drainage.

1. **Erosion Control and Storm Drainage.** The Developer has established and implemented an erosion control plan as required by Rule 5 of 327 IAC, "Storm Water Runoff Associated with Construction Activity". The drainage of each lot shall conform to the Developer's general drainage plan for the subdivision. Drainage easements are set out on the Plat and no modification of the drain and shall be made without the approval of the Developer and if necessary, the applicable regulatory agency. The Builder is responsible for his own erosion control plan and implementation.
2. **Detention Basin.** After completion of the drainage facility, the Developer is responsible for routine maintenance for a minimum of 5 years. The Developer must mow the detention basin a minimum of once a year and be kept free of trees and shrubs. The Developer should also be sure to complete regular inspections, vegetation management such as regular mowing and weeding during growing season, regular inspection of debris and litter and removal of said litter and debris, regular sediment and pollution removal and ensure embankments and outlets are vegetated and stabilized.

- 3. Owner Responsibility.** Each individual lot owner shall have a continuing duty to prevent any erosion of earth onto road, curb improvements, adjoining lot or adjacent property. Should any lot owner, or his agents, fail to take any steps deemed as reasonably required to prevent such erosion, the Developer may take such actions as deemed reasonably necessary and appropriate to halt or mitigate any such erosion within any such lot. By acceptance of a deed to the lot, each owner acknowledges that it impliedly grants a license to Developer, its agents or assigns, to enter the lot at any and all reasonable times for purposes of taking such actions. Promptly after receipt of written demand, the lot owner shall reimburse the Developer or other performing parties for all expenses incurred in effecting such actions, including any reasonable attorney's fees incurred in effecting such actions or collecting such costs. Developer shall have lien rights with respect to any such costs not paid by the lot owner within thirty (30) days after written demand. Each lot owner shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands, penalties, fines, and actions of any nature whatsoever, including reasonable attorney fees, which may arise out of or are connected with, or are claimed to arise out of or to be connected with, any work done by a lot owner, a builder, an employee, or subcontractor which is not in compliance with the erosion control plan implemented for the Subdivision.
- 4. Utilities and Additional Utility Easements.** There are established utility easements as set forth on the Plat. All utility service lines serving each lot shall be underground. The location of connections to utilities shall be approved by the Developer. In addition, in order to provide for utilities from the common utility easements shown on the Plat to a lot, other easements may be established by the Developer or the utility service provider and lots shall be, if so established, subject thereto. Such additional utility easements may be on a lot to provide utility service to an adjoining lot and the utility service provider shall have rights in such additional utility easements as may be necessary for the maintenance, repair, or replacement of such utilities.
- 5. General Provisions on Easements.** Easements for installation and maintenance of utilities, drainage, common areas, and sidewalks are reserved as shown on the Plat or as indicated herein.
- 6. Drainage and Non-Disturbance of Natural Drains.** Drainage of each lot shall conform to the general drainage plans of the Developer for the Subdivision. The course and flow of the existing natural drains shall not be disturbed, changed, or altered in any manner without the prior consent of the Developer, Indiana Department of Natural Resources, and any other governing agency with a jurisdiction over such proposed changes.

**IV. Restrictions Run with the Land.**



Unless altered or amended, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of Twenty-five (25) years from the date this document is first recorded, after which such time such covenants shall automatically be extended for successive periods of Ten (10) years. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation of any of these restrictions, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**V. Enforcement.**

Enforcement of these restrictions may be brought by the Developer, or any other lot owner within the Aspen Meadows Subdivision by a proceeding at law or in equity, against any party violating or attempting to violate any covenant or restriction, either to restrain violation to direct restoration or to recover damages. The prevailing party shall be entitled to recover any and all forms of loss, damage, cost or expense, including a reasonable attorney fee, resulting from said enforcement. Each lot owner, whether one or more, shall be equally responsible to ensure compliance with the covenants hereunder at all times, and shall be jointly and severally liable hereunder, for any legal or equitable remedy sought or granted, and said awards shall be a lien against the real estate of the lot owners.

**VI. Invalidation.**

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

**VII. Reservation by Developer to Alter or Amend Restrictions and Protective Covenants.**

The Developer, or specifically designated successor or assign, reserves the right to alter, revoke, modify, or otherwise amend these restrictions and protective covenants during the development of the subdivision (an "Amendment"). For purposes of this section, the development period shall be from the date that these restrictions and protective covenants are executed by the Developer until the last lot in Aspen Meadows Subdivision has been sold or transferred. Any Amendment created under the powers granted by this section shall be signed by the Developer, and shall immediately be given priority interest and shall be legally effective against any owner, mortgagee, or other third-party claiming an interest in the development, regardless of the timing of the acquisition, or recording of the interest.

