

METEA VALLEY COMMUNITY ASSOCIATION, INC.

ACTIVITY AND ARCHITECTURAL POLICIES

The following architectural and activity policies have been extracted from the dedication, protective restrictions, covenants, limitations, easements, approvals, and bylaws appended to, and made part of, the dedication and plat of Metea Valley and its community association. They are subject to additions or changes by the Architectural Control Committee and the Board of Directors of the Metea Valley Community Association, Inc.

In the event of any conflict between these Activity and Architectural Policies and the Declaration of Covenants, Conditions, and Restrictions, the Declaration shall control.

These policies are meant to ensure the value and desirability of the Metea Valley Community Association, Inc., and to protect the investment of individual property owners. Maintenance and compliance with the above Articles, By-Laws, and Policies are the responsibility of individual property owners and must be completed in a timely manner to enhance the appearance and value of the Metea Valley Community Association, Inc.

GENERAL

No building, fence, wall, or other structure shall be commenced, erected, or maintained on a lot, nor shall any exterior addition, change, or alteration to an existing structure be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the proposed activity have been submitted to and approved in writing, as to the harmony of the external design and location in relation to surrounding structures and topography, by the Architectural Control Committee of the Board of Directors of the Association. An Architectural Control Request Form is available from members of the committee or from the Secretary of the Board of Directors. Requests must be submitted to the Chairperson of the Architectural Control Committee using the designated form and including any additional materials required for a full description of the proposed project. Such materials may include:

- Sketch of layout and Plat Layout, if applicable.
- Type of material to be used.
- Color of materials.
- Height.

You shall receive a formal reply to your written request within thirty (30) days of the Chairperson's receipt of the request. The thirty (30)-day review period shall not commence until a complete application, including all required materials, has been received and reviewed by the Architectural Control Committee. Failure of the Architectural Control Committee to reply within thirty (30) days of receipt of a complete request form shall constitute approval of the submitted proposal. Approval of any improvement does not waive

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the Association's right to require future compliance, maintenance, repair, or removal if the improvement falls into disrepair or violates these policies. Questions regarding this process or the policies in this document should be directed to the Chairperson of the Architectural Control Committee.

DEFINITIONS

- **"High state of repair"** shall mean structurally sound and free from rust, rot, peeling paint, broken components, excessive wear, or visible deterioration.
- **"Temporary"** shall mean any structure or improvement not permanently affixed to the ground or dwelling.
- **"Open view of the pond"** shall mean an unobstructed line of sight from the rear elevation of a dwelling toward a pond.

POLICIES

1. **FENCES:** Fences must be of wrought iron or aluminum construction and must be no more than four (4) feet in height (unless otherwise approved). The finish must conform aesthetically with the home and shall be black or another ACC-approved neutral color. All fence posts must be either integral to the fence structure or face the interior of the fence; external posts are prohibited. Fencing cannot block the line of sight to the pond for any house on a lot with an open view of the pond or detention area. Fencing cannot extend forward of the back line of a dwelling. All fencing must be maintained in a high state of repair. No temporary fences are allowed. (*Article V, Section 27 of Covenants*)
2. **SWIMMING POOLS & HOT TUBS:** Only in-ground swimming pools are permitted and must comply with Allen County guidelines. All in-ground pools and hot tubs located on the exterior of a home, on a deck, patio, or built onto a deck, are subject to the approval of the Architectural Control Committee. All pools and hot tubs must be kept in a high state of repair. (*Article V, Section 25 of Covenants*)
3. **PLAYGROUND SETS:** Permitted only in backyards. Maximum permitted height is fifteen (15) feet; maximum permitted length is thirty (30) feet. Playground sets must be of heavy wooden or composite material construction, earth tone in color, and must be kept in a high state of repair. Tree houses are not permitted. Specific playset plans and locations must be submitted for approval by the Architectural Control Committee. Sets cannot block the line of sight to the pond for any house on a lot with an open view of the pond or detention area. Trampolines must be located in the backyard and kept in a high state of repair. (*Article V, Section 26 of Covenants*)
4. **STRUCTURES:** No unattached structure (shack, barn, garage, basement, tent, tool shed, tree house, doghouse, dog run, doll house, burn barrel, or other outside building) shall be located or used on any lot at any time, nor used as a residence on

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either a temporary or permanent basis. No variances or exceptions shall be granted for unattached structures. (*Article V, Section 12 of Covenants*)

5. **VEHICLES:** No boat, boat trailer, recreational vehicle, motor home, trailer, camper, or any other unlicensed or unregistered wheeled vehicle, and no inoperable motor vehicle, shall be permitted to be parked outside a garage on any Lot or street for more than forty-eight (48) consecutive hours or for more than an aggregate of eight (8) calendar days per calendar year. In addition, trucks other than a pick-up truck or van, with a rated capacity of more than one (1) ton, shall not at any time be permitted to be parked or kept outside a garage on any Lot except as reasonably necessary for loading, unloading, or entering or exiting the vehicle. (*Article V, Section 12 of Covenants*)
6. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except as follows: (*Article V, Section 13 of Covenants*)
 - One professionally made advertisement sign of not more than three (3) square feet to be displayed for a maximum of two (2) weeks.
 - One sign of not more than five (5) square feet advertising the property for sale.
 - One sign of not more than five (5) square feet used by a builder to advertise the property during the construction and sales period, unless otherwise approved by the Architectural Control Committee.
 - One professionally made senior student or student organization sign of not more than three (3) square feet to be displayed for a maximum of one (1) school year or one (1) season, respectively.
 - Nothing herein shall be interpreted to prohibit or restrict political signs in a manner inconsistent with Indiana Code 32-21-13.
7. **COMMUNICATION EQUIPMENT:** No radio or television antenna shall be attached to a residence on a lot. No free-standing radio or television antenna shall be permitted on a lot. No television satellite receiving disc or dish in excess of twenty-four (24) inches in diameter shall be permitted on any lot. The installation and location must be approved by the Architectural Control Committee. (*Article V, Section 14 of Covenants*)
8. **DWELLING EXTERIOR:** No exterior additions, changes, or alterations to any dwelling shall be made until approval of plans, materials, and location has been obtained from the Architectural Control Committee. The front exterior (front elevation) of each residence shall be constructed of all natural materials. Solar energy systems are subject to Architectural Control Committee review and must comply with Indiana law and the Association's reasonable architectural standards. Fireplace wood shall be stored behind a visual barrier and not in view from the front of the home. No roof siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building or any lot. No roll roofing shall be used on the roof of any dwelling or attached garage. Metal roof

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materials may be allowed as an accent roof or if they have the appearance of asphalt shingles, subject to final approval by the Architectural Control Committee. Metal roof materials are strictly prohibited except as noted above. It is the responsibility of every homeowner, and a benefit to our community, to ensure that every property is kept well maintained. *(Article V, Sections 17 and 28 of Covenants)*

- 9. OCCUPANCY OF A NEW DWELLING/NEW LANDSCAPING:** Within 180 days of occupancy of a new dwelling (weather permitting), the yard shall be seeded or sodded and landscaped. Landscaping and lawn shall be maintained over time free of trash and unsightly materials. *(Article V, Sections 9 and 10 of Covenants)*
- 10. EXISTING LANDSCAPING:** Property owners are required to maintain their lots, dwelling units, and all landscaping in good condition, keeping them well-cultivated and free of trash, overgrown growth, or unsightly appearance. *(Article V, Sections 9 and 10 of Covenants)*
- 11. VACANT DWELLING:** When no one occupies a dwelling for an extended period of time, the owner(s) are still responsible for maintaining the lawn and landscaping in a neat, clean fashion with the grass mowed until the dwelling is sold. Grass must be mown on a regular basis and maintained at a reasonable height. *(Article V, Section 9 of Covenants)*
- 12. VACANT LOTS/NEW/DWELLING CONSTRUCTION:** Any undeveloped lot not under construction must be maintained and kept free of weeds and debris. Bare areas are to be seeded with grass to control soil erosion and weeds. Grass must be mown on a regular basis and maintained at a reasonable height. Construction materials must not be allowed to blow about the lot and onto the street and other lots. Construction materials must be placed in secure trash bins on a daily basis. *(Article V, Section 9 of Covenants)*
- 13. BASKETBALL POSTS & FREE-STANDING FLAGPOLES:** Plans for all basketball posts/goals are subject to review of the Architectural Control Committee. Plans for freestanding flagpoles must be submitted to the Architectural Control Committee for approval. Flagpole height may not exceed twenty (20) feet and may not exceed the height of your home. Flagpoles may display only the United States flag and the official service flags of the United States Army, Marine Corps, Navy, Air Force, Space Force, and Coast Guard. Flagpoles must be kept in a high state of repair. *(Article V, Section 23 of Covenants)*
- 14. TRASH DISPOSAL:** The Town of Leo-Cedarville has contracted to provide trash pickup and recycling for community residents. No grass clippings shall be left on the street at any time after mowing the grass. After sanitary containers have been emptied by the garbage disposal company, return them to their proper place by the end of the pickup day. Trash bins must be stored within the dwelling unit or enclosed garage. No incinerators (external or internal) shall be kept or allowed on any lot. *(Article V, Section 28 of Covenants)*

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- 15. TRAFFIC:** No motorized vehicles (mopeds, scooters, mini-bikes, go-carts, motorized three-wheelers, ATVs, golf carts, etc.) are permitted on the Association's common ground unless paved. Motorized vehicle and golf cart operation must comply with Indiana state law, Allen County ordinances, and Town of Leo-Cedarville ordinances. Motor vehicle operators/drivers must observe any posted speed limits within the subdivision. No snowmobiling is permitted on any common area, lot, or any other area of the subdivision. *(Article V, Section 11 of Covenants)*
- 16. HOUSEHOLD LAUNDRY:** Laundry wash items are not permitted to be aired or dried outside the house. No clothesline of either temporary or permanent design shall be erected or maintained on any lot. *(Article V, Section 38 of Covenants)*
- 17. ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any permitted animals must either be on a leash or controlled in accordance with Allen County Leash Ordinances. Bags for animal droppings must be used for pets being walked anywhere in the neighborhood, including common grounds. Pet droppings are to be disposed of properly at your residence. The feeding of wild animals is discouraged. *(Article V, Section 16 of Covenants)*
- 18. ACTIVITIES & NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. This includes loud music, repetitive dog barking, obstructive lighting, and other disruptive activities that are inconsiderate of your neighbors. *(Article V, Section 11 of Covenants)*
- 19. EASEMENTS:** No owner of any lot shall erect or grant any person, firm, or corporation the right, license or privilege to erect, use, or permit the use of, the overhead wires, poles or overhead facilities of any kind for electrical, telephone, or television service (except distribution facilities entering or leaving the subdivision). Street lighting or ornamental yard lighting serviced by underground wires or cables is permitted. Service drainage easements and common areas used for drainage purposes shall be constructed to achieve this intention and maintained in unobstructed condition. *(Article V, Section 21 of Covenants)*
- 20. GEOLOGICAL ACTIVITY:** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any lot. *(Article V, Section 19 of Covenants)*
- 21. LIGHTING:** A dusk-to-dawn yard light, of a type and location approved by the Architectural Control Committee, shall be installed on each lot in the front of the building line and shall at all times be maintained and operational. Failure to maintain required lighting may result in notice of violation and corrective action. External

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lighting not attached to a dwelling shall not exceed seven (7) feet in height. (*Article V, Section 39 of Covenants*)

22. BEAUTIFICATION: As a beautification project in our community, the Architectural Control Committee encourages the planting of trees and shrubs on lots. Landscaping shall be maintained. (*Article V, Section 9 of Covenants*)

Any questions, concerns, suggestions, or complaints should be submitted in writing to:

*Metea Valley Community Association, Inc.
Attn: Architectural Committee Chairperson
507 Airport North Office Park
Fort Wayne, IN 46825*

Or emailed to:

bailey@abcmanagement.org.