

PROTECTIVE COVENANTS
RESTRICTIONS AND LIMITATIONS
FOR
COUNTRY MEADOWS SUBDIVISION
SECTION I

EXHIBIT #2

All of the lots in the plat of Country Meadows subdivision, Section I (hereinafter called the "Subdivision") shall be subject to and impressed with the easements and protective covenants, restrictions and limitations hereinafter set forth, which shall be considered a part of every conveyance of any lot or portion thereof in the subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present and future, of any and all lots in the subdivision and they shall run with and bind the land and shall inure to the benefit of, and be enforceable by the owner or owners of any lot or lots in the subdivision and their respective legal representatives, heirs, successors, grantees and assigns. The owner or owners, present and future, of any lot or lots in the subdivision shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and damages for any injury resulting from any violation thereof, but there shall be no right of reversion, re-entry or forfeiture of title resulting from any violation.

1. Definitions

(a) The word "Lot" means a parcel of land, exclusive of street, designated in the recorded plat of the Subdivision by number and defined by boundary dimensions noted thereon.

(b) The word "Developer" means Country Meadows Development, and the successors and assigns of the Country Meadows Development.

2. Use. All Lots in the subdivision shall be used only for single family residential purposes, but domestic servants employed by a resident may also reside in the dwelling. No more than one single family dwelling shall be constructed or maintained on a Building Site.

3. Dwelling Size. No dwelling constructed, placed or permitted to remain on a Building Site shall have a minimum ground floor area, exclusive of open porches, breezeway, and garage, of less than 1550 square feet for a one-story home, or 900 square feet, for a two-story home. Any dwelling of a type other than those specified above shall have a minimum ground floor area approved by the Developer hereinafter provided for.

4. Garages and Driveways. Each dwelling shall have a garage sufficient in size to accommodate at least two cars and it shall be attached to the dwelling either directly or by a breezeway or porch. Each driveway from the street to the garage shall be paved with concrete.

5. Building Lines. There is hereby created and established a Building line for each lot as shown on the plat. No building, fence, or wall shall at any time be erected, placed or maintained upon the space between said building line and the street adjacent thereto; nor shall any

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projection of said building, other than the steps, be permitted to extend into or encroach upon said space, nor shall the front of any building set back farther than 15 feet from said building line. In any event, no building shall be located nearer than a distance of ten percent (10%) of the lot width to an interior line and a combined width of both side yards shall be not less than a distance equal to twenty-five percent (25%) of lot width.

6. Architectural Control.

(a) No building shall be erected, placed or altered on any Building Site until the construction plans and specifications therefor, and a plot plan showing the location thereof, have been approved by the Developer, as to minimum ground floor area, quality of materials, harmony of external design with existing structures, and location with respect to topography and the finished grade elevations.

(b) The Developer shall approve or disapprove construction plans and specifications and locations of structures. The Developer's approval or disapproval shall be in writing and based upon reasonable grounds consistent with protecting the proper growth and development of the Subdivision. In the event the Developer, or its designated representative, fails to approve or disapprove, as required by these provisions, within thirty days after the construction plans and specifications and plot plan have been submitted to it, or if such plans and specifications are not submitted and if no suit to enjoin the construction is commenced prior to the applicable provisions hereof shall be deemed to have been fully complied with.

7. Landscaping. Within sixty days after the completion of the construction of a dwelling, or as soon thereafter as weather conditions permit, the owner shall have planted at least ten well-developed shrubs and two trees (not less than two inches in diameter) on the Building Site and shall have graded and seeded or sodded the entire yard on the Building Site.

8. Fuel Storage Tanks. All fuel storage tanks shall either be placed underground or concealed within the house or garage.

9. Platted Utility Easements. All Lots in the Subdivision shall be subject to the easements indicated upon the recorded plat, which may be used for the installation, construction, maintenance, operation, servicing, repair, removal, and replacement of (i) poles, wires and conduits, and the necessary and proper attachments in connection therewith, for the transmission of electricity for light, power, telephone and other purposes, (ii) surface and storm water sewers and drains, (iii) sanitary sewers, and (iv) pipe lines, their pumps and appurtenances for supplying gas, water and heat, and (v) for any municipal, public, or quasi-public utility.

10. The Developer, the Association and any municipal public, or quasi-public utility engaged in supplying one or more of the above utility services shall have the right to enter upon the strips of land subject to said

easements for any purpose for which said easements may be used. All structures, shrubbery, improvements, trees, and other installations located within said easements shall be subject to the paramount right of each such utility to use easements as provided herein.

11. Streets. Utility easements are reserved in all platted streets for use by municipal, public, and quasi-public utilities and by Developer for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of utility facilities, subject to reasonable regulation by any governmental body having jurisdiction of the streets and subject to the obligation of any such utility which installs facilities in any street to repair and return the pavement of such street to at least as good a condition as existed prior to such installation. No vehicle equipped with metal lugs in its wheels or tires or not equipped with pneumatic tires shall be permitted on the paved portions of the streets in the Subdivision, or any portion thereof, after the finish coat has been placed on such portion.

12. Utility Service Entrances. All utility service entrances running from any utility facilities within a platted easement or a street to any structure on a Building Site shall be located underground, except for such housings, pedestals, or other facilities as may be appropriate or necessary for connection, servicing and maintenance of such utility service entrance. Such housings, pedestals, and other facilities shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable. Each owner shall at the time of the installation of any such service entrance, furnish to the utility, for its records, a drawing or other description accurately showing the location underground of the service entrance from the easement or street to the owner's structure or structures. Each utility having facilities in any easement or street shall have control over the installation of all connections to its facilities for service entrances serving Building Sites. Each such installation shall be left open for inspection and approval by the utility.

13. Water and Sewer Systems. No individual sanitary sewage disposal or water supply system shall be constructed, used or maintained on any Lot. All rain and storm water run-off, all other surface water, and all water accumulated shall be discharged only into the storm water sewer system, and shall not at any time be discharged or permitted to flow into the sanitary sewer system. Every building located within the Subdivision shall be connected to the sanitary sewer system provided for the Subdivision, and all sanitary sewage shall be discharged only into that sanitary sewer system and no sanitary sewage shall at any time be discharged or permitted to flow into the storm water.

14. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used or maintained on any Lot at any time as a residence, either temporarily or permanently; nor shall any building be moved into or upon any Lot for said purpose. It shall also be a requirement that before any house can be occupied all approved site improvements must be installed to serve such structure.

15. Animals. No animals 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 commercial purposes.

16. Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse or debris and the same shall not be kept except in sanitary containers. All incinerators or other equipment or containers for storage or disposal of such material shall be kept in a clean and sanitary condition and shall either be located within the dwelling or garage or underground.

17. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period. The Developer may, however, construct a sign or signs naming and advertising the Subdivision.

18. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

19. Pre-habitation. Before any house or building on any Lot or Building Site in the Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent owner of such Lot or Building Site shall install all improvements serving such Lot or Building Site as provided in the plans and specifications for such improvement filed with the Board of County Commissioners, Wells County, Indiana, together with any amendments or additions thereto which said Board may authorize or require. This covenant shall run with the land and be enforceable by the Governmental Body having jurisdiction over the Subdivision, as well as any aggrieved Lot owner in the Subdivision.

20. Improvement Location Permit. Before any Lot or Building Site within the Subdivision may be used or occupied, the user or occupier shall first obtain from the Zoning Administrator of Wells County, Indiana, or the Administrator of the zoning authority then having zoning jurisdiction over the Subdivision, the improvement location permit and certificate of occupancy required by the Wells County, Indiana Zoning Ordinance or the ordinance of the governing body then having zoning jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Zoning Administrator of Wells County, Indiana, as well as any aggrieved Lot owner in the Subdivision.

21. Country Meadows Community Association.

(a) The owners of the Lots in the Subdivision shall be deemed to be and constitute an association which shall be named the "Country Meadows Community Association" (hereinafter called the "Association"). The owner or Owners of each Lot in the Subdivision shall automatically become and remain, during the period of such ownership, members of the Association and be entitled to one joint vote for each Lot or Building Site owned by them. Upon affirmative

vote of the owners of a majority of the Lots in the Subdivision, the Association may become incorporated as an Indiana Not-For-Profit corporation, in which event, all power, authority, liability and responsibility hereby vested in the Association shall be vested in that corporation, as well as all other rights, powers and duties vested in it by law.

(b) The Association shall meet not less frequently than once during every twelve-month period beginning on the date that this instrument is recorded and each annual anniversary date thereafter, during which annual meeting it shall organize itself by electing a president, a secretary-treasurer and such other officers and/or directors as it may choose. The Association may adopt articles of incorporation and/or by-laws to govern its organization, meetings, members, elections and tenure of office of its officers and directors, and such other matters as it may choose, except that no provision shall be effective which shall attempt to deprive the owner or owners of any Lot or Building Site in the Subdivision of the one vote for each such Lot or Building Site owned by them, to which they are entitled. The secretary-treasurer of the Association shall give each member thereof not less than thirty (30) days written notice in advance of the date, time and place of the annual meeting of the Association. Special meetings of the Association may be called by the president or secretary thereof at any time by giving not less than five (5) days written, advance notice of the time, date and place of such meeting to all members of the Association. The secretary-treasurer shall call a special meeting of the Association and give notice thereof as herein required upon receipt of a written request to do so signed by the owners of not less than ten per cent (10%) of the Lots in the Subdivision. Notice of any required or authorized meeting hereby shall be given in writing and addressed to each member of the Association at his or her last known address as shown on the records of the Association, but any such notice may be waived by any member of the Association by written waiver of notice.

(c) Subject to applicable laws and regulations of administrative agencies having jurisdiction thereover, and the obligations of utility companies and governmental bodies, the Association shall have the authority and responsibility to make such arrangements and perform such acts as may be necessary or desirable, from time to time, to keep the streets, culverts in the Subdivision and any Lots, areas and blocks in the Subdivision owned by the Association or subject to its control, and all structures and improvements thereon, as well as those facilities which effect the common good of the residents of the Subdivision, including sewer, water, gas, electric, street lighting and telephone systems serving the Subdivision in good repair and condition and to make improvements thereof, including authority to contract for the cutting of grass, cleaning, beautifying, landscaping, and removal of trees, weeds, snow, ice and debris from the streets and the areas, block and Lots of the Subdivision owned or under the jurisdiction of the Association and the maintenance, insurance and repair of any structure or improvements located thereon. The Association shall pay all real estate and personal property taxes payable on real estate and personal property owned by it and may make contracts in its name for the accomplishment of any of the purposes for which it is created. Nothing

herein contained, however, shall relieve the Developer from installing, at its expense, the improvements and facilities reflected in the plans and specifications filed by Developer with the Board of County Commissioners, Wells County, Indiana.

22. Maintainance Liens.

(a) Financial obligations and expenses incurred by the Association in performing its said functions shall be assessed and borne, by the owners of Lots and Building Sites in the Subdivision, in equal amount. All such assessments for expenses shall be, and constitute a lien upon each Lot and Building Site in the Subdivision in the amount of the pro rata share of such expenses chargeable against such Lot or Building Site as provided in this paragraph, but said lien shall be subordinate to any purchase money mortgage, except that no expenditure by the Association more than \$300.00 or for a purpose other than the payment of taxes on, and normal maintainance of the areas of the Subdivision under the control of the Association and the structures and improvements located thereon shall constitute the basis for a lien against any Lot in the Subdivision unless such expenditure was approved, in advance of the Association contracting therefor, by the owners, of not less than 66-2/3% of the Lots and Building Sites in the Subdivision. As used herein the term "Normal Maintainance" shall include, the removal of leaves, ice, snow, debris from streets, Lots, Blocks, and other areas owned or controlled by the Association and mowing the lawn thereon as well as painting and repairing the structures and improvements located thereon.

(b) The amount so assessed against each Lot or Building Site in the Subdivision shall be payable by the owners thereof to the secretary-treasurer of the Association within thirty (30) days after the receipt by such owner of written notice of such assessment and each such assessment shall be and remain a lien upon the respective Lots or Building Sites against which the assessment is made until payment thereof to the secretary-treasurer. The said lien may be foreclosed in the same manner than provided by law for the foreclosure of real estate mortgages without relief from valuation and appraisal laws and with attorney's fees and costs of foreclosure. The secretary-treasurer of the Association shall maintain a record of all such assessments and, on request, shall furnish to the owner of any Lot or Building Site in the Subdivision a certificate showing the assessment made upon his Building Site or Lot and the amount, if any, of such assessment remaining unpaid, and such certificate shall be relied upon by the owner of such Lot or Building Site and any prospective purchaser or mortgagee in purchasing or accepting a mortgage upon such Building Site or Lot.

23. Term. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded unless sooner altered or amended in whole or in part in the manner provided for in Paragraph 25 hereof. After the said initial 25-year term, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed and acknowledged by

the then owners of not less than 51% of the Lot- in the Subdivision has been recorded, agreeing to change said covenants in whole or in part and specifying in what respect they shall be changed.

24. Amendment. Within twenty-five (25) years after the date on which these covenants and restrictions are recorded, they may be amended from time to time and at any time but only by an instrument signed and acknowledged by the then owners of not less than 75% of the Lots in the Subdivision setting out in what respect these covenants and restrictions are to be amended and recorded in the Office of the Recorder of Wells County, Indiana.

25. Enforcement. Enforcement shall be proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violations or to recover damages, but in no event shall there be a right of reversion.

26. Severability. Invalidity of any one of these provisions by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, said COUNTRY MEADOWS DEVELOPMENT has caused its signatures and seal to be affixed hereto by said duly authorized persons this 18 day of July, 1979.

COUNTRY MEADOWS DEVELOPMENT

By Darol Van Meter
Darol Van Meter

By Katherine Van Meter
Katherine Van Meter

STATE OF INDIANA)
COUNTY OF WELLS) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 18 day of July, 1979 appeared in person the aforementioned DAROL VAN METER and KATHERINE VAN METER respectively of COUNTRY MEADOWS DEVELOPMENT, and acknowledged the execution of the foregoing declaration, plat, protective covenants, restrictions and limitations for and on behalf of said corporation, as their free and voluntary act and deed and the formal and legal act.

IN WITNESS WHEREOF, I have hereunto subscribed my affixed my official seal.

My Commission Expires:

October 11/1981

Donna J. Carney
Donna J. Carney
A Resident of Wells County, Indiana

SEAL

Prepared by: Richard Paul Rogers

Krist Miller
Recorder, Wells County

FIRST AMENDMENT TO
PROTECTIVE COVENANTS AND LIMITATIONS
FOR
COUNTRY MEADOWS SUBDIVISION
SECTION I

In accordance with Section 24 of the Protective Covenants Restrictions and Limitations for Country Meadows Subdivision Section I, ("the Covenants") and upon due vote of 100% of the owners of the Lots in such subdivision, the Covenants are hereby amended and restated as follows:

1. Section 3 shall be amended to read in its entirety as follows:

"3. Dwelling Size. No dwelling constructed, placed or permitted to remain on a Building Site shall have a minimum ground floor area, exclusive of open porches, breeze way, and garage of less than 1,100 square feet for a one-story home, or 800 square feet for a two-story home. Any dwelling of a type other than those specified above shall have a minimum ground floor area approved by the Developer hereinafter provided for."

2. In all other respects the Covenants shall remain unchanged and be enforceable in accordance with their original terms.

IN WITNESS WHEREOF, the Country Meadows Community Association, by the undersigned duly authorized representatives, hereby confirm the due adoption of this First Amendment.

COUNTRY MEADOWS COMMUNITY ASSOCIATION

By: *Ralph E. Biggs*
Ralph E. Biggs
By: *Steven J. Kreigh*
Steven J. Kreigh

STATE OF INDIANA
COUNTY OF ADAMS, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 31 day of March 1999, personally appeared: Ralph E. Biggs and Steven J. Kreigh and acknowledged the execution of the foregoing amendment. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: March 6, 2001
Resident of Adams County

Signature *Krist Miller*
Kristi Miller, Notary Public

