



120
YEARS OF SERVICE
LOOKING AHEAD

Not Just for One Transaction, But for Life

First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

Aug. 3, 94 LOT 11
Seward Easements
15770 through # 15776

21567

See Map Bk 142
Page 613-642
Joy Bradley H&W

**COUNTRY MEADOWS ESTATES SUBDIVISION
COVENANTS, LIMITATIONS AND RESTRICTIONS**

1. **NAME.** This subdivision shall be known and designated as Country Meadow Estates a subdivision located in Brownsburg, Hendricks County, Indiana, which subdivision is contained within those three (3) tracts of real estate particularly described on attached Exhibit A.

2. **STREET DEDICATION.** The streets shown and not heretofore dedicated are hereby dedicated to the public.

3. **LAND USE AND PERMITTED STRUCTURES.** All lots of Country Meadow Estates shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage and such other out buildings are usual and incidental to the use of each lot for single-family residential purposes.

4. **TYPE, SIZE AND NATURE OF CONSTRUCTION PERMITTED AND APPROVALS REQUIRED.** No single-family dwelling, garage, out building, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Building Control Committee to be established in accordance with paragraph 5 of these Subdivision Restrictions. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, building plan showing floor areas and elevation, specifications, landscaping plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

a. Any single-family dwelling erected, placed or altered shall have a minimum ground floor area, exclusive of open porches and garages, of 1,500 square feet in the case of a one story structure and 1,800 square feet in the case of a structure higher than one story. (Determination of sufficiency and adequacy of the term "ground floor area" with respect to single-family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the Building Control Committee.)

b. No single-family dwellings, garage, out building or other structure of any kind shall be moved onto any lot and all materials incorporated into the construction thereof shall be new except that used brick, weathered barn siding, or the like, or interior design features utilizing other than new materials, may be approved by the Building Control Committee. No trailer, mobile home, tent, basement, shack, garage, barn or other structure shall be placed or constructed on any lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a single-family dwelling on a lot.

c. No fence, wall, hedge or shrub planting which obstructs site lines and elevations between 2 and 6 feet above any street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting points 25 feet from the intersection of the street lines extended. The same site line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. All fencing must be approved by the Building Control Committee.

d. Every single-family dwelling, garage, out building or other structure permitted to be constructed or remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site graded, sodded or seeded and reasonably landscaped within one (1) year from date of the commencement of construction thereof. During the period of construction of any structure on any lot, the lot shall be kept and maintained in a slightly and orderly manner and no trash or other rubbish shall be permitted to accumulate unreasonably on any such lot.

e. No dwelling, garage, out building or other structure permitted to be constructed or to remain on any lot by these Subdivision Restrictions shall be located on any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat. No above ground pools are permitted.

5. BUILDING CONTROL COMMITTEE. The Building Control Committee shall be composed of three (3) members to be elected within the sole discretion of Country Meadow Estates, Inc. as developer of this subdivision, or its designated nominee. Individual members of the Building Control Committee shall be subject to appointment and removal within the sole discretion of Country Meadow Estates, Inc. or its designated nominee.

The Building Control Committee's approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Building Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6. FUEL RECEPTACLES AND TRASH ACCUMULATIONS. Tanks for the storage of fuel may not be placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictions nor shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted on any lot within this Subdivision.

7. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision and except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes.

8. MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS. Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner causing weeds and other growths to be reasonable out and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Building Control Committee. Country Meadow Estates shall have the right to cut any and all weeds of owners of undeveloped and/or unoccupied lots and to make reasonable charges to owners for such work.

9. COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH COUNTRY MEADOWS ESTATES PROPERTY OWNERS ASSOCIATION.

A. Creation of the Lien and Personal Obligation of Assessments.

The Developer, being the owner of Country Meadows Estates subdivision hereby covenants, and each subsequent owner of all lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the

Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which 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.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein.

C. Basis and Amount of Annual Assessments. The original assessment pursuant to the Covenants of Country Meadows Estates subdivision shall be in the amount of \$50.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Country Meadows Estates Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of Country Meadows Estates Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote to two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the

first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the 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 as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half 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.

G. Date of Commencement of Annual Assessments. Due Dates. The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessments, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessments under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

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

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to

assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. Voting, Board and Developer. Each owner of a lot in the Development of Country Meadows Estates shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, Lee Whiten and Larry G. Gregory. The Initial Board shall serve for as long as they deem necessary in the development of Country Meadow Estates subdivision.

10. **DRIVEWAYS.** All driveways shall be constructed with portland cement or asphalt. The driveway shall be completed no later than the substantial completion of the construction of the dwelling.

11. **SIDEWALKS.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of construction and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

12. NUISANCE: No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

13. UTILITY EASEMENTS AND DRAINAGE. "Utility Easements" as shown on recorded plat shall be reserved for the use of the public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc. on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility poles, guys, anchors or other utility accessories that may be placed within the utility and drainage easements but shall be offset from the thread of such easement so as not to create an obstruction in said easement or to create a collecting of trash or other articles which may pass along, over and through said easement.

14. RIGHTS OF ENFORCEMENT. In the event of the violation, or threatened violation of any of the Subdivision Restrictions herein enumerated, Country Meadows Estates, Inc. or its designated nominee, the persons in ownership from time to time of the lots in this subdivision and all parties claiming under them, and the Hendricks County Plan commission shall have the right to enforce these subdivision Restrictions and pursue any and all remedies, in law or equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any building structure or facility not in compliance with these Subdivision Restrictions and shall be entitled to recover reasonable attorney's fees and other legal costs and expenses incurred as a result thereof.

15. GENERAL. These Subdivision Restrictions may be amended or changed (except paragraphs 5 and 12 hereof which shall not be subject to amendment or change except by Country Meadow Estates, Inc. or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recordance of the same in the office of the Recorder of Hendricks County, Indiana. The invalidation of any portion of these Subdivision Restrictions by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS THEREOF, Country Meadow Estates, Inc. being the owner of Country Meadow Estates, by all of its officers has caused these Covenants, Limitations and Restrictions to be executed this 8th day of October, 1993.

COUNTRY MEADOW ESTATES, INC.

BY: J. Lee Whiten
President

BY: Matthew Q. Gregory
Vice President

BY: Larry G. Gregory
Secretary/Treasurer

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared J. Lee Whiten, President, Matthew Q. Gregory, Vice President, Larry G. Gregory, Secretary/Treasurer being all of the officers of Country Meadow Estates, Inc. who acknowledged the execution of the foregoing Covenants, Limitations and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of October, 1993.

My Commission expires:
November 6, 1993

County of Residence:
Hendricks

Ronidean L. Attrip
Notary Public
Ronidean L. Attrip



This instrument was prepared by: Lee T. Comer, Attorney-at-Law, 71 W. Marion, P.O. Box 207, Danville, IN 46122, (317) 745-4300.

ENTERED FOR RECORD

OCT 15 1993

138 Jay [Signature] # 10:00
6-67
HENDRICKS COUNTY RECORDER

BOOK 35 PAGE 67

AUGUST 1, 2002

HENDRICKS COUNTY RECORDERS OFFICE
355 S WASHINGTON ST
DANVILLE, IN 46122

Please file this amended Covenants for the Country Meadows Estates subdivision. At a meeting held on the 9th day of June 2001, we voted to change Item #9, letter c to read as "\$100.00 per each lot ..." instead of "\$50.00 per each lot..."

Please call myself at (317) 858-8523 or Peggy Morris at (317) 858-9936 with any questions.

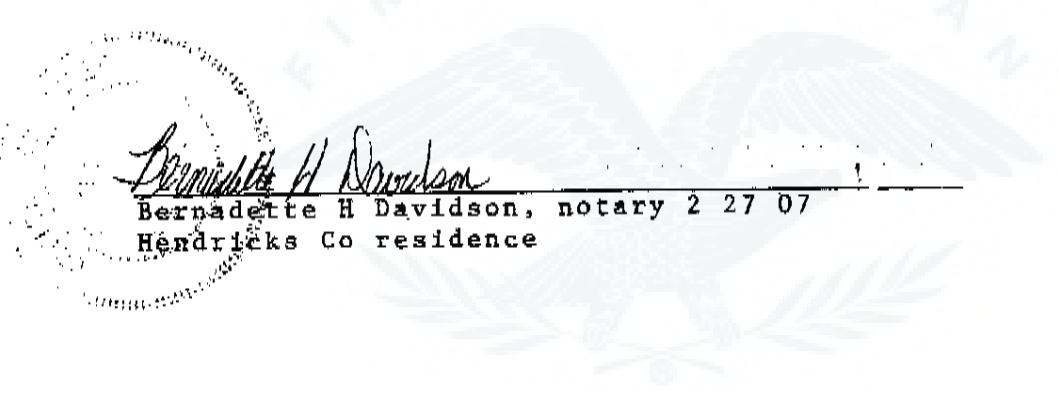
Sincerely,

Angie Hering
Angie Hering
Board Member

Peggy Morris
Peggy Morris
Board Member

State of Indiana
County of Hendricks

Before me the undersigned, a notary public for Hendricks Co State of Indiana, personally appeared Angie Hering and Peggy Morris and executed this instrument on 6th day of August 2002



Bernadette H Davidson
Bernadette H Davidson, notary 2 27 07
Hendricks Co residence

ref in : MSA. Book 138 page 61 *AKH*

8+3

2

**COUNTRY MEADOWS ESTATES SUBDIVISION
COVENANTS, LIMITATIONS, AND RESTRICTIONS**

1. **NAME:** This subdivision shall be known and designated as Country Meadows Estates, a subdivision located in Brownsburg, Hendricks County, Indiana, which subdivision is contained within those three (3) tracts of real estates particularly described on attached Exhibit A.
2. **STREET DEDICATION:** The streets shown and not heretofore dedicated are hereby dedicated to the public.
3. **LAND USE AND PERMITTED STRUCTURES:** All lots of Country Meadows Estates shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private attached garage, and such other out buildings are usual and incidental to the use of each lot for single-family residential purposes.
4. **TYPE, SIZE, AND NATURE OF CONSTRUCTION PERMITTED AND APPROVALS REQUIRED:** No single-family dwelling, garage, out building, swimming pool, tennis court, or other recreational facility shall be erected, placed, or altered on any lot without prior written approval of the Building Control Committee to be established in accordance with paragraph 5 of these Subdivision Restrictions. Such approval shall be obtained prior to the Commencement of construction and shall take into account restrictions as to the type of materials, exterior façade, design, layout, location, landscaping, and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, building plan showing floor areas and elevation, specifications, landscaping plan, and such other data or information as may be reasonably requested, all subject to the following minimum standards:
 - a. Any single-family dwelling erected, placed, or altered shall have a minimum ground floor area, exclusive of open porches and garages, of 1,500 square feet in the case of a one-story structure and 1,800 square feet in the case of a structure higher than one story.
(Determination of sufficiency and adequacy of the term "ground floor area" with respect to single-family dwellings of tri-level, bi-level, and one and one-half story designs shall rest exclusively with the Building Control Committee.)
 - b. No single-family dwellings, garage, out building, or other structure of any kind shall be moved onto any lot and all materials incorporated into the construction thereof shall be new except that used brick, weathered barn siding, or the like, or interior design features utilizing other than new materials, may be approved by the Building Control Committee. No trailer, mobile home, tent, basement, shack, garage, barn, or other structure shall be placed or constructed on any lot at any time for use as either a temporary or permanent residence or for

any other purpose, except as reasonably required in connection with the construction of a single-family dwelling on a lot.

- c. No fence, wall, hedge, or shrub planting which obstructs site lines and elevations between 2 and 6 feet above any street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting points 25 feet from the intersection of the street lines extended. The same site line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. All fencing must be approved by the Building Control Committee.
- d. Every single-family dwelling, garage, out building or other structure permitted to be constructed or remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least a one (1) coat of paint, stain, or varnish on any exterior wood surface. All such structures must be completed and the site graded, sodded, or seeded and reasonably landscaped within one (1) year from the date of the commencement of construction thereof. During the period of construction of any structure on any lot, the lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate unreasonably on any such lot.
- e. No dwelling, garage, out building, or other structure permitted to be constructed or to remain on any lot by these Subdivision Restrictions shall be located on any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat. No above ground pools are permitted.

5. **BUILDING CONTROL COMMITTEE:** The Building Control Committee shall be composed of three (3) members to be elected within the sole discretion of Country Meadows Estates, Inc. as developer of this subdivision, or its designated nominee. Individual members of the Building Control Committee shall be subject to appointment and removal within the sole discretion of Country Meadows Estates, Inc. or its designated nominee.

The Building Control Committee's approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Building Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6. **FUEL RECEPTACLES AND TRASH ACCUMULATIONS:** Tanks for the storage of fuel may not be placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictions nor shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The

4

burning of trash, rubbish, or other debris (other than fallen leaves) shall not be permitted in any lot within this Subdivision.

7. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot within this Subdivision and except dogs, cats, or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes.

8. **MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS:** Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner causing weeds and other growths to be reasonable out and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Building Control Committee. Country Meadows Estates shall have the right to cut any and all weeds of owners of undeveloped and/or occupied lots and to make reasonable charges to the owners for such work.

9. **COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH COUNTRY MEADOWS ESTATES PROPERTY OWNER'S ASSOCIATION:**
 - a. **Creation of the Lien and Personal Obligation of Assessments:** The Developer, being the owner of Country Meadows Estates subdivision, hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay the Association: 1) Annual assessments or charges, 2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which 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 Owners of such property at the time when the assessment fell due.
 - b. **Purposes of Assessments:** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein.
 - c. **Basis and Amount of Annual Assessments:** The original assessment pursuant to the Covenants of Country Meadows Estates subdivision shall be in the amount of \$100.00 per lot sold by the Developer, its

3

representatives or assigns, by the land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Country Meadows Estates Property Owners Association. From all such assessments, the Association shall pay the cost of maintenance, repair, upkeep, management, and operation of the common areas as required in the By-Laws of Country Meadows Estates Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from the developer for any lots owned by them or otherwise.

- d. **Special Assessments for Capital Improvements:** In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of capital improvements. Provided any such assessment shall have the affirmative vote to two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- e. **Change in Basis and Maximum of Annual Assessments:** Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- f. **Quorum for Any Action Authorized under Sections D and E:** The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the 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 as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- g. **Date of Commencement of Annual Assessments/Due dates:** The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner.

6

The Assessment for each succeeding year shall become the due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessments, assessments shall be considered paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessments under Section D hereof shall be fixed in the resolution authorizing such assessment.

- h. **Duties of the Board of Directors:** The management, affairs, and policies of the Associations shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall upon demand at any time furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- i. **Effect of Non-Payment of Assessment/The Personal Obligation of the Owner/The lien/Remedies of Association:** If the assessments are not paid on the date when due (being the date specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the owner, his heirs, devisees, personal representatives, and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action: and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.
- j. **Subordination of the Lien to Mortgages:** The lien of the assessments provided for therein shall be subordinate to the lien of any mortgages now or hereinafter placed upon the properties subject to assessments: provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not

relieve such property from liability for any assessment thereafter becoming due, nor from the lien or any such subsequent assessment.

k. **Exempt Property:** The following property, subject to this Declaration, shall be exempted from the assessments, charge, and lien created herein: 1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use: 2) all Common Areas of the development: 3) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption: 4) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land, or improvements devoted to dwelling use shall be exempt for said assessments, charges, and liens.

l. **Voting, Board, and Developer:** Each owner of a lot in the Development of Country Meadows Estates shall be a member of said association and shall have one (1) vote for all matters coming before the Association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine(9) members which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, Lee Whiten and Larry G. Gregory. The Initial Board shall serve for as long as they deem necessary in the development of Country Meadows Estates subdivision.

10. **DRIVEWAYS:** All driveways shall be constructed with Portland cement or asphalt. The driveway shall be completed no later than the substantial completion of the construction of the dwelling.

11. **SIDEWALKS:** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot owners shall be responsible for the cost of construction and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

12. **NUISANCE:** No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed

8

by fire, windstorm, or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

13. **UTILITY EASEMENTS AND DRAINAGE:** "Utility Easements" as shown on recorded plat shall be reserved for the use of the public utilities for the installation of water, sewer, gas, tile, and/or electric lines, poles, ducts, pipes, etc. on, over, under, and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines; except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility pole, guys, anchors, or other utility accessories that may be placed within the utility and drainage easements but shall be offset from the thread of such easement so as not to create an obstruction in said easement or to create a collecting of trash or other articles which may pass along, over, and through said easement.
14. **RIGHTS OF ENFORCEMENT:** In the event of the violation, or threatened violation of any of the Subdivision Restrictions herein enumerated, County Meadows Estates, Inc. or its designated nominee, the persons in ownership from time to time of the lots in the subdivision and all parties claiming under them, and the Hendricks County Plan commission shall have the right to enforce these Subdivision Restrictions and pursue any and all remedies, in law or equity, available under applicable Indiana law with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any building structure or facility not in compliance with these Subdivision Restrictions and shall be entitled to recover reasonable attorney's fees and other legal costs and expenses incurred as a result thereof.
15. **GENERAL:** these Subdivision Restrictions may be amended or changed (except paragraphs 5 and 12 hereof which shall not be subject to amendment or change except by Country Meadows Estates, Inc. or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recordance of the same in the office of the Recorder of Hendricks County, Indiana. The invalidation of any portion of these Subdivision Restrictions by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.