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JEAN HARMON

COUNTRY MEADOWS SUBDIVISION
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COVENANTS AND RESTRICTIONS

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The undersigned, being the fee simple owner of the following described real estate, to-wit:

Part of the South Half of Section 1, Township 12 North, Range 3 East, Johnson County, Indiana, described as follows:

Commencing at an iron survey spike at the intersection of State Highway Number 135 and the county road which marks the accepted northwest corner of the Southwest Quarter of Section 1; thence South 89 degrees 27 minutes 56 seconds East (assumed bearing), with the north line of the Southwest Quarter and the county road, 1291.11 feet (formerly 1275.45 feet) to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing South 89 degrees 27 minutes 56 seconds East, with said north line and the county road, 1409.20 feet to an iron pin which marks the northeast corner of the Southwest Quarter and the northwest corner of the Southeast Quarter of Section 1; thence South 89 degrees 39 minutes 13 seconds East, with the north line of said Southeast Quarter and the county road, 165.00 feet to an iron pin; thence South 01 degrees 08 minutes 05 seconds East, 1353.53 feet to a point as referenced by an iron pin set North 01 degrees 08 minutes 05 seconds West, 15.00 feet (for reference, a steel post in concrete is South 83 degrees 16 minutes 15 seconds East, 1.3 feet); thence North 89 degrees 53 minutes 07 seconds West, 1580.21 feet to an iron pin; thence North no degrees 06 minutes 53 seconds East, 158.16 feet to a found property stone; thence North no degrees 45 minutes 32 seconds West, 219.81 feet (formerly 221.10 feet) to a found property stone; thence North 01 degrees 03 minutes 14 seconds West, 986.46 feet to the Point of Beginning.

Containing 49.127 acres, more or less, and subject to the right-of-way for the county road on the north side of the parcel, and to any other rights-of-way, easements or restrictions of record or observable.

hereby subdivides said real estate into lots and streets in accordance with the plat recorded at C - 722, pages 14 - 13. Said subdivision is to be known as "Country Meadows," a Subdivision in Bargersville, Johnson County, Indiana, consisting of 131 lots, numbered 1-131 inclusive, with streets as shown on said plat. The size of lots and the widths of the streets are shown in figures denoting feet and decimal parts thereof. All streets as shown on the plat and heretofore not dedicated are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Easement" shown on said plat which are hereby reserved for Public Utilities, not including transportation companies, for the installation and maintenance of mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this Subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created and no permanent structure of any kind and no part thereof, shall be built, erected or maintained on said "Utility and Drainage Easement."

The lots in the Subdivision and the use of the lots in the Subdivision by present and the future Owners or Occupants shall be subject to the following conditions and

restrictions, which shall run with the land:

1. No lot shall be used except for residential purposes and no building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height, an attached garage for not less than two (2) cars, and a storage building not to exceed one story in height and 160 square feet of floor area. Any storage building shall be located to the rear of the rear line of the dwelling structure. Said storage building shall conform to the design and exterior materials of the dwelling. Detached garages are not permitted on any lot. An attached garage for at least two (2) cars is mandatory.
2. No building shall be erected, placed or altered on any lot until the builder's construction plan, specifications and plot plan have been approved by the Architectural Control Committee as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Covenant No. 14. The Architectural Control Committee shall have no power to approve any construction plan, specifications or plat plan, which is not in conformity with these Covenants.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling and not less than 900 square feet for a dwelling of more than one-story, which dwelling shall have a total living area in both floors of not less than 1400 square feet. The interior of each house shall be in a finished, livable condition prior to an issuance of an Occupancy Permit. All dwellings and attached garages shall have only masonry footings and foundations. No wood foundations shall be permitted. No dwelling of a manufactured or modular type, being a type of dwelling that is substantially constructed or assembled elsewhere and transported to the site for final assembly shall be permitted on any lot. No pressed board material of masonite type or vertical aluminum siding shall be used on exterior construction of any dwelling.
4. All driveways shall be paved concrete or asphalt and no less than sixteen (16) feet in width and that minimum width shall be maintained from the garage door to the street.
5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the Recorded Plat. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 40 feet to any side street line. No building shall be located nearer than 12 feet to an interior lot line, with the total side yard for both sides being not less than 27 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
6. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted.
7. Obstructions, fill, drives or fences which impede or alter the flow of drainage shall not be placed in, nor be permitted to remain in areas designated as drainage easements. These areas shall be preserved and maintained as permanent

drainage easements, as shown on the general development plan, on file with the Bargserville Plan Commission.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts 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.

10. No unsightly, noxious or offensive activity shall be permitted or carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept or stored in the front or side yard, being that area of the lot between the rear of the residence and the street right-of-way line. Lots and yards shall be kept mowed regardless of whether a home has been constructed on the lot. Owners of lots without houses shall be held responsible for trash, weeds and general conditions of the lots. Antennas, satellite dishes over twenty inches in size, masts or towers of any kind will not be permitted on any lot unless first approved by the Architectural Control Committee.

11. At no time shall any unlicensed, inoperative automobile or truck be stored or permitted on any lot outside of the garage.

12. No individual water supply system or sewage disposal system shall be permitted on any lot.

13. The Architectural Control Committee is composed of two members appointed by the Developer. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. Six years after the date of recordation, the then recorded Owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

14. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, within thirty (30) days, if possible. Failure to disapprove Plans and specifications in writing shall not be construed as constituting the approval thereof.

15. Any field tile or underground drain which is encountered in construction of any improvement within this Subdivision shall be perpetuated and all Owners of lots in this Subdivision and their successors shall comply with the Indiana Drainage Code of 1965 and all amendments thereto, and further, that portion of natural waterways through a lot shall be maintained by the Owner thereof.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a

line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines. The developer shall install an 8' high chain link fence along the east side of the subdivision which shall be maintained by the developer or subsequent owners in good condition. The existing farm fence along the south edge of the subdivision shall be maintained by lot owners in a condition to contain livestock using contiguous lands. No fence or wall shall be permitted along any property line or in front of any residence between the front building setback line and the street right-of-way line.

17. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept provided that they are not bred, kept or maintained for any commercial purpose. Household pets does not include pot-bellied or midget pigs or hogs, exotic animals and/or other animals that would normally be considered as livestock or zoo animals. Dogs shall not be allowed to roam free and shall be restrained on the owners lot or leashed.

18. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. All utilities placed within this subdivision, whether private, public or individual shall be installed underground.

20. Country Meadows Lakeowners Association

A. Establishment of Association

1. There is hereby established an incorporated not-for-profit Association to be known as Country Meadows Lakeowners Association ("Association"), consisting of all fee simple owners of lots 11, 22, 23, 34, 35, 116, 113, 108, 105, 100, 92, 89, 88, 93, 96, 101, 104, 109, 112, 117, 120, 121, 124, 125 and 128. Membership in the Association is mandatory on all Owners of said lots, and holding title to any of said lots is an irrevocable agreement on the part of the Owner to be a member of the Association and in particular to abide by the provisions of this Covenant 20. The Association shall be responsible for maintenance of the Basin, including but not limited to weed control, trash removal and water flow from the Basin after the Basin and appurtenant facilities are completed by the Declarant to the approval of the Town of Bartersville.

B. Definitions for purposes of this covenant.

1. Assessment. "Assessment" means the share of the Maintenance Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of this Covenant.

2. Association. "Association" means the Country Meadows Lakeowners Association, formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Covenant.

3. Board of Directors. "Board of Directors" means the Board of Directors of the Association elected pursuant to the Bylaws of the Association.

4. Declarant. "Declarant" means Stephen Vance Paris, or any other person, firm, corporation or partnership which succeeds to the interest of Stephen Vance Paris as Declarant of Country Meadows.

5. Maintenance Expense. "Maintenance Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement and replacement of the retention basin ("Basin") and any other cost or expense incurred by the Association for the benefit and perpetuation of the Basin.

6. Lot. "Lot", as used in this Covenant 20, means and refers to the lots listed in Section A.1 above.

7. Owner. "Owner" means and refers to the owner of a Lot.

C. Covenants for maintenance assessments.

1. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of maintenance of the Basin within Country Meadows, as the same may be platted from time to time, including, but not limited to, the payment of any necessary insurance thereon and for the costs of labor, equipment, material and management furnished with respect to the Basin. Each Owner hereby covenants and agrees to pay to the Association:

1.1 A pro-rata share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.

1.2 A pro-rata share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

2. Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

3. Pro-rata Share. The pro-rata share of each Owner for purposes of this section shall be the percentage obtained by dividing one by the total number of Lots shown on the Plat or Plats of Country Meadows, as the same may be recorded from time to time ("Pro-Rata Share").

4. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Maintenance Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each

fiscal year of the Association.

5. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Maintenance Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such Special Assessments as it may deem necessary for meeting the Maintenance Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Maintenance Expense not provided for by the annual Assessments.

6. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments provided for herein shall commence as to all Lots in Country Meadows on the first day of the month following the Declarant's transfer of control of the Association to the Owners pursuant to Section C.7 below. Declarant shall not be obligated to pay any Assessments prior to said transfer, but shall be obligated to pay all maintenance expenses prior to said transfer. The first annual Assessment for each Lot shall be prorated for the balance of the fiscal year of the Association in which such Assessment is made. The annual Assessment for each year after the first Assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time, by resolution, authorize the payment of such Assessments in installments.

7. Duties of the Association.

7.1 The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each assessment applicable thereof, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner or duly authorized representative of any Owner at all reasonable times during regular business hours of the Association. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

7.2 The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or Mortgagee's Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

7.3 The Association shall notify any Mortgagee from which it has received a written request for notice of any default in the performance by an Owner of any obligation under the By-Laws of the Association or this Declaration which is not

cured within sixty (60) days.

8. Non-payment of Assessments; Remedies of Association.

8.1 If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

8.2 If any Assessment upon any Lot is not paid within fifteen (15) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at the annual interest rate allowable on judgments rendered in the State of Indiana at the time such Assessment is due, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys fees.

9. Adjustments. In the event that the amounts actually expended by the Association for Maintenance Expenses in any fiscal year exceed the amounts budgeted and assessed for Maintenance Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Maintenance Expenses in any fiscal year exceed the amount actually expended by the Association for Maintenance Expenses for that fiscal year, a Pro-Rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

D. Organization and duties of Association.

1. Organization of Association. The Declarant shall establish the Association to be organized as an incorporated not-for-profit Association under the laws of the State of Indiana, to be operated in accordance with By-Laws, which have been prepared or will be prepared by the Declarant.

2. Membership. The members of the Association shall consist of the Declarant and the Owners of Lots in Country Meadows as the same may be platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one member for voting purposes.

The Association shall have two classes of voting membership:

Class A. Class A member shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall

be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned, and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2001.

3. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association By-Laws. The Board of Directors shall manage the affairs of the Association.

4. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repair and replacement, of the Basin, the determination of Maintenance Expenses, the collection of annual and special Assessments, for the perpetuation of the Drainage System and common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of this Covenant. Neither the Association nor its officers or authorized agents have any liability whatsoever to any Owner for any action taken under color or authority of this Covenant, or for any failure to take any action called for by this Covenant, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

5. Amendment of Covenant. The Association shall have the right to amend this Covenant at any time, and from time to time, upon the recommendation of any amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds of the Lots and the Mortgagees of at least two-thirds of the Mortgagees requesting notice of such actions; provided, however, that any such amendment of this Covenant shall not bring about any inequitable Assessments on any particular Owner(s); and provided further, however, that no amendment of this Covenant shall be effective until and unless approved by the Town Council of the Town of Bargersville. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Johnson County. No such amendment shall substantially alter the Basin or effect a modification of any covenants or commitments undertaken in connection with any platting approvals or zoning without the prior approval of the appropriate government authorities.

6. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury with the amount of such coverage in no event to be less than One Million Dollars (\$1,000,000.00) for any single occurrence, occurring on or in connection with the Basin. The Association shall also maintain in force adequate casualty

and extended coverage insurance, insuring the Basin against casualty, vandalism and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full replacement value of such Basin and appurtenant structures and improvements thereto. The Association shall notify all Mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Declarant, any property manager, their respective employees and agents, the Lot Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of three (3) months' Assessments on all Lots in Country Meadows Subdivision, plus the Associations' reserves funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be cancelled or substantially modified for any reason.

7. Condemnation; Destruction. In the event that any of the Basin shall be condemned or taken by an competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interest of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any part of the Basin condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Basin or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Basin; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owner(s) behalf, and shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any part of the Basin.

8. Mortgagees' Rights. The Mortgagees shall have the right, at their option, jointly or severally, to pay charges which are in default or which may or have become a charge against the Basin, to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Basin, and Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

E. Easement

1. The Association and the Town of Bargarville are each hereby granted

a maintenance easement to include the area under water in the Basin at normal pool and an additional ten feet (10') from the water's edge at normal pool. The easement also includes all structures and/or parts of the drainage system appurtenant to the Basin. However, such easement shall not impose any duties of maintenance or otherwise on the Town with respect to the Basin and its drainage system and appurtenant structures, and the Town shall have no such duties.

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

22. These restrictions are hereby declared to be Covenants running with this land and shall be binding on all parties and all persons claiming under them from the date these Covenants are recorded. At any time following recordation, an instrument signed by the Owners of a majority of the lots desiring to change any Covenant or Restriction in whole or in part must be presented to the Town of Bargersville for approval and acceptance of the change and no change in any Covenant shall be effective unless first approved by the Town Council of the Town of Bargersville.

23. These restrictions and Covenants are enforceable at law and equity by any person or governmental entity with a substantial interest in any real estate located within the Subdivision; by any "governmental entity" means, but is not limited to, the Town of Bargersville, the County of Johnson, the State of Indiana and all other governmental units charged with the enforcement of police powers. If the Town of Bargersville or the Developer bring any action to enforce these restrictions and Covenants and it or they prevail or are successful in such action in whole or in part, then in addition to any other relief to which they may be entitled, it or they shall have and recover costs and reasonable attorney's fees from the adverse party or parties.

P.T.W., INC.:

Michael S. Wolff
Michael S. Wolff, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael S. Wolff, the President, respectively, of P.T.W., Inc. (Corporation), who acknowledged the execution of the foregoing Covenants and Restrictions for and on behalf of the Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of JUNE, 1995.

My Commission Expires:
May 25, 1999
Resident of Marion County

Gloria K Emborsky
Gloria K Emborsky, Notary Public

This instrument was prepared by: Ronald Tedrow, Attorney, 3616 W. 16th Street,
Indianapolis, Indiana 46222

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JEAN HARMON
JOHNSON COUNTY RECORDER