

COUNTRY VIEW ESTATES COVENANTS AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in COUNTRY VIEW ESTATES, shall take title subject to the following covenants and restrictions and shall be bound thereby:

1. **Land Use.** All lots herein are for residential use only, limited to a single family dwelling per lot.
2. **Street Dedication.** All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.
3. **Building Location.** No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines per Morgan County building codes and this plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating an additional building site is prohibited.
4. **Utility Strips.** Areas, including access, designated as utility strips on the plat are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. No structures shall be erected on or maintained within such areas. Maintenance is the responsibility of the owner.
5. **Drainage Strips.** Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance is the responsibility of the lot owner.
6. **Fences.** No fence shall be erected until approval is obtained from the Architectural Control Committee as to type, location and height. Chainlink fence is prohibited. However, chainlink fence may be used for pet enclosures provided no portion of the enclosure is nearer than ten feet to any lot line and further that no enclosure is greater than 300 square feet in area. No fence shall be placed on or along any lot or boundary that will obstruct reasonable vision, light, air or view. No fence shall be erected closer than the front of the dwelling structure except for open wood fences of a decorative type, not exceeding 48 inches in height, provided such fence has been approved by the Architectural Control Committee. All fences shall be maintained in good repair.
7. **Signs.** No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the developer while lots are being sold.
8. **Vacant Lot Maintenance.** Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate and grass or growth shall not be over twelve (12) inches in height. Unsold lots shall be mowed and maintained by the developer. If sold lots are not mowed and maintained, the developer shall have the option to mow, or maintain the property, by removing trash or debris and charge the owner a reasonable fee.
9. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including unlicensed or inoperative recreation vehicles or boats) shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.
10. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed three (3) total of either dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred or maintained for any commercial purpose. All animals shall be restricted to owners' property unless the animal is on a leash accompanied by the lot owner.

No offensive or offensive activity shall be allowed or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
12. **Auto Mechanics.** Except for minor maintenance of the owners' personal restoration, reconstruction, overhauling type of auto mechanics, whether for be permitted.
13. **Vehicle Parking.** No unlicensed or in any kind including boats, truck recreational vehicles, motorcycles, shall be parked on any road, street lot. Operating and licensed vehicle nature described above) may be parked is screened in such a way that it occupants of the adjacent lots shall be parked on the street except of time. The Architectural Control Committee shall screen and determine what is a r
14. **Business Use.** No mercantile or business any kind or character shall be erected or maintained on any lot.
15. **Storage Tanks.** No bulk storage tank allowed.
16. **Utility/Storage Buildings.** Utility building accessory building exteriors must main structure and shall not exceed
17. **Signal Receiver.** No antenna, signal dish or similar device may be placed line than ten (10) feet back from structure.
18. **Architectural Control Committee.** An committee shall review and approve construction of residential dwelling buildings to promote harmony of with existing structures. The committee any technical variation or exception requirements. No reasonable design committee shall initially consist representatives. The developer shall until all lots are sold in all sections of Country View Estates SA the committee shall consist of five (5)
19. **Architectural Design.** No building, structure shall be constructed, erected in this subdivision until the location and specifications have been finally approved by, the Architectural Control Committee in conformity with the exterior design, appearance of structures already existing with grading plans, first floor elevations trees and other vegetation, and any affect the environment or ecology. Architectural Control Committee's approval required in these covenants shall to event the committee, or its designator to approve or disapprove any plans: thirty (30) days after such plans: been submitted the plans shall be submitted.
20. **Dwelling Size.** No dwelling shall be in height and an attached private (2) cars. The ground floor of exclusive of porches, basements and less than one-thousand four-hundred one-story dwelling nor less than (1800) square feet for a dwelling with a minimum of nine-hundred ground level.
21. **Construction Requirements.**
 - a. Overhang (eaves) shall inches, excluding any exterior
 - b. If the roof is a hip pitch shall be used. If the then a minimum of 7/12 pitch
 - c. Exterior of all dwellings the main level. The second siding. Soffit, fascia, and vinyl. No log cabins, modular permitted. All dwellings must or basement. No slab construction

12. **Auto Mechanics.** Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.
13. **Vehicle Parking.** No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot. Operating and licensed vehicles (of the kind and nature described above) may be parked on a lot provided it is screened in such a way that it is not visible to the occupants of the adjacent lots. No vehicle of any kind shall be parked on the street except for a reasonable length of time. The Architectural Control Committee shall approve screening and determine what is a reasonable length of time.
14. **Business Use.** No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.
15. **Storage Tanks.** No bulk storage tanks of any kind will be allowed.
16. **Utility/Storage Buildings.** Utility building, mini-barn or accessory building exteriors must be compatible with the main structure and shall not exceed 192 square feet in area.
17. **Signal Receiver.** No antenna, signal receiver, satellite dish or similar device may be placed closer to the front lot line than ten (10) feet back from the front of the dwelling structure.
18. **Architectural Control Committee.** An architectural control committee shall review and approve all plans for the construction of residential dwelling houses and accessory buildings to promote harmony of design and compatibility with existing structures. The committee also shall approve any technical variation or exception from any construction requirements. No reasonable design may be denied. The committee shall initially consist of two (2) developer's representatives. The developer shall make all appointments until all lots are sold in all present and subsequent sections of Country View Estates Subdivision. Thereafter, the committee shall consist of five (5) resident owners.
19. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans, and specifications have been first submitted to, and approved by, the Architectural Control Committee as to conformity with the exterior design, quality, and aesthetic appearance of structures already existing, as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted the plans shall be considered approved as submitted.
20. **Dwelling Size.** No dwelling shall exceed three (3) stories in height and an attached private garage for at least two (2) cars. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall be not less than one-thousand four-hundred (1400) square feet for a one-story dwelling nor less than one-thousand eight-hundred (1800) square feet for a dwelling of more than one-story, with a minimum of nine-hundred (900) square feet on the ground level.
21. **Construction Requirements.**
- Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish.
 - If the roof is a hip type then a minimum of 6/12 pitch shall be used. If the roof is to be a gable type then a minimum of 7/12 pitch shall be used.
 - Exterior of all dwellings shall be full brick on the main level. The second story may be vinyl or cedar siding. Soffit, fascia, and gable materials may be vinyl. No log cabins, modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.
22. **Mailbox and Support.** Mailbox and of the style and size specified by it shall also specify the supplier of it. No other supplier will be accepted.
23. **Street Lights.** It is the responsibility of the Owners Association to contract with the Association to install and maintain street lights. Street lights shall be installed upon the completion of each section and shall be considered complete upon the sale of the section. Owners Association shall be responsible for the maintenance and electric usage.
24. **Owners Association.** All owners of the sections of Country View Estates shall be members of the Country View Estates Owners' Association, whether legal or equitable, and shall be incorporated association of such owners. The Country View Estates Owners' Association shall be governed by the following provisions:
- One voting membership shall be provided for each owner, including all owners, whether or not they own a lot, regardless of the number, or
 - The corporation shall be incorporated in the State of Florida upon the sale of the entire development regarding the sections.
- The Developer shall appoint a Board of Directors consisting of an equal number of two additional members. The Board of Directors shall hold office until no longer holds title to any section of the development.
- d. After construction, all lots shall be landscaped. The grading shall insure positive drainage from the house to the street. The grading shall insure positive drainage from the dwelling a minimum of four (4) feet outside the foundation, or as determined by the Architectural Control Committee, considering site characteristics.
- e. All driveways and sidewalks shall be four (4) inches thick and shall be installed at owner's expense.
- f. Two (2) hardwood trees of a minimum of four (4) inches diameter at location as approved by the Architectural Control Committee shall be provided on each corner lot. On corner lots four (4) hardwood trees of a minimum of two (2) inches diameter on each street side. A six (6) feet tall, shall be planted and maintained at the rear of each lot. Owners shall replace a diseased or dead tree during the next planting season. If the owner does not replace such damaged tree, the Architectural Control Committee shall, at owner's expense, owner will be responsible for the cost of such replacement in order to collect payment.
- g. All construction, finish grading and landscaping shall be completed within 30 days of the start of construction, act: weather or destruction of work in progress.
- h. All owners and their builders, shall be responsible for and maintain the lot in a reasonable, orderly, and safe condition. Debris within the lot and piling shall be removed.
- i. All owners and their builders/responsible for and repair or reconstruct, whether or not unavoidable, including but not limited to sidewalks, gutters, streets, drains or other improvements.
- j. All owners and builders shall be responsible for providing erosion and sediment control measures in compliance with "Rule 5". Such measures shall be placed around the perimeter of the lot to prevent disturbing activities.

d. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation, or as determined by the Architectural Control Committee, considering specific lot characteristics.

e. All driveways and sidewalks are to be of concrete four (4) inches thick and shall be provided at the lot owner's expense.

f. Two (2) hardwood trees of the type, size and location as approved by the Architectural Control Committee shall be provided at the lot owner's expense and shall be maintained in the front yard of each lot. On corner lots four (4) hardwood trees are required, two (2) on each street side. Also, three (3) blue spruce trees, six (6) feet tall, shall be planted at the owner's expense and maintained at the rear of each lot along the lines as shown on the plat. Owners shall replace any such tree that is damaged, diseased or dead during the next planting season on all unwooded lots. If owner does not replace such damaged, diseased or dead trees, Developer may replace trees at owner's expense. Owner will be responsible for all legal and collection fees required in order to collect payments.

g. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.

h. All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, sightly order, containing all trash and debris within the lot and properly disposed of or removed.

i. All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to curbs, sidewalks, gutters, streets, drainage area, utilities or other improvements.

j. All owners and builders are responsible for providing erosion and sediment control measures in compliance with "Rule 5". At a minimum silt fence shall be placed around the perimeter of all earth disturbing activities.

22. Mailbox and Support. Mailbox and mailbox support shall be of the style and size specified by the Developer. Developer shall also specify the supplier of the mailbox and support. No other supplier will be accepted.

23. Street Lights. It is the responsibility of the Owners Association to contract with the electric company for the installation of street lights. Street lights shall be installed upon the completion of each phase. A phase is considered complete upon the sale of 100 percent of lots in that phase. Owners Association shall pay all cost of installation, maintenance and electric usage.

24. Owners Association. All owners of the various lots in all sections of Country View Estates Planned Unit Development, whether legal or equitable, shall be members of an incorporated association of such owners to be known as Country View Estates Owners' Association, Incorporated. The Country View Estates Owners' Association shall be governed by the following provisions:

a. One voting membership shall exist for each lot, including all owners, whether legal or equitable, and regardless of the number, or form of tenancy.

b. The corporation shall be incorporated by the Developer upon the sale of 100 percent of the lots in the entire development regardless of the number of sections.

The Developer shall appoint an Initial Board of Directors consisting of an Association President and two additional members. The Developer shall appoint the Board of Directors until such time as the Developer no longer holds title to any lot(s) in any section of the development.

c. To provide for a sound Developer shall collect from each lot at time of sale, \$100.00 to be deposited established at a financial institution in the town of Mooresville, in the Country View Estates Owners' Association. Annually on June 1, the Developer shall collect from each lot owner \$100.00, or the pro rata share if less than one year has elapsed since the lot, which will be deposited in the Country View Estates Owners' Association account. The Developer will continue to collect the \$100.00 until all lots have been sold whereupon the Board of Directors will set the amount as provided in subsection (f) below.

d. The Association shall hold an annual meeting not later than March 31. A member of the association shall be elected at each meeting. Notice shall contain the date, time and location of the meeting and shall be sent to the owner of the lot(s) in any section of the association, at the next annual meeting. The records of the Auditor of the Association shall be available to all members of the Association. The Developer no longer shall be responsible for the collection of membership fees, at the next annual meeting of the Board of Directors.

e. The Country View Estates Association, Incorporated shall have the following responsibilities: (1) maintenance and repair of swales, detention basins, and other common areas; (2) maintenance of any common areas, including the area of the detention basins; (3) payment of public utility for the installation, maintenance and payment of electric service for lighting; (4) liability insurance sufficient to protect the corporation, its directors; (5) payment of professional fees resulting from litigation of the corporation;

(6) an annual audit of the financial records of the corporation by a certified public accountant. The annual publication of the audit at the annual meeting. Other responsibility that the majority vote at the annual meeting.

f. The Board of Directors shall cause a list of all lots to be assessed, to be paid by the lot owner before June 1 annually, in an amount equal to the responsibilities of the corporation. The assessment shall be due on the first day of the calendar year and maintain an open account to 50 percent of the preceding year. If the assessment is not paid by the lot owner, there shall be a lien upon the real estate of the said lot, which may be foreclosed by judicial proceeding as real estate foreclosed, together with pre-judgment attorney fees, and costs of collection from valuation and appraisal fees.

The directors shall cause a list of all liens prepared each year as of the annual meeting to be the same by last known names of all liens set forth in the Auditor's Office, said list to be filed in the Office of the Morgan County Register. The Office of the Morgan County Register of any lien herein shall be secured by purchase money mortgage applicable to the lot. Actions to enforce such lien shall be brought by the Board of Directors or their designated agent and shall consist of a President, and Secretary.

25. Enforcement. The right to enforce any covenant or restriction herein by judgment or to seek damages for violation of any covenant or restriction herein is dedicated to the owners of the lots in the Country View Estates Association, Incorporated and the Town of Mooresville. The restrictions shall remain in full force and effect forever unless otherwise agreed by the lot owners, one vote for each lot or by approval of the Town of Mooresville. No covenant or restriction herein by judgment or otherwise, shall not affect any restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

DEVELOPER:

c. To provide for a sound financial basis the Developer shall collect from each lot owner, at the time of sale, \$100.00 to be deposited in an account, established at a financial institution having an office in the town of Mooresville, in the name of the Country View Estates Owners' Association, Incorporated. Annually on June 1, the Developer will collect from each lot owner \$100.00, or the prorated amount thereof if less than one year has elapsed since purchase of the lot, which will be deposited in the Country View Estates Owners' Association account. The developer will continue to collect the \$100.00 annual assessment until all lots have been sold whereupon the Association Board of Directors will set the annual lot assessment as provided in subsection (f) below.

d. The Association shall hold an annual meeting of the membership not later than March 31 of each year. Each member of the association shall be given not less than 14 days notice of any meeting of the membership. Notice shall contain the date, time and place of the meeting and shall be sent to the owners as disclosed by the records of the Auditor of Morgan County. After the date the Developer no longer holds title to any lot(s) in any section of the development the membership, at the next annual meeting, shall elect a Board of Directors.

e. The Country View Estates Owners' Association, Incorporated shall have responsibility for the following items: (1) maintenance and repair of drainage swales, detention basins, and associated items; (2) maintenance of any common areas, including the common area of the detention basins; (3) contract with the public utility for the installation, maintenance, and payment of electric service for subdivision street lighting; (4) liability insurance in an amount sufficient to protect the corporation, its officers and directors; (5) payment of professional fees and any other monies resulting from activities of the corporation;

(6) an annual audit of the financial records of the corporation by a certified public accountant and publication of the audit at the annual meeting; (7) any other responsibility that the membership accepts by majority vote at the annual meeting.

f. The Board of Directors shall establish an annual lot assessment, to be paid by each lot owner on or before June 1 annually, in an amount sufficient to fund the responsibilities of the corporation for the next calendar year and maintain an operating surplus equal to 50 percent of the preceding calendar year expenses. If the assessment is not paid by the owner of each lot, there shall be a lien upon the real estate of the owners of said lot, which may be foreclosed in the name of the corporation by judicial proceeding as real estate mortgages are foreclosed, together with prejudgment interest, attorney fees, and costs of collection, without relief from valuation and appraisal laws.

The directors shall cause a list of delinquencies to be prepared each year as of the annual meeting and record the same by last known names of owners of record as set forth in the Auditor's Office, said list to be filed in the Office of the Morgan County Recorder. The priority of any lien herein shall be second and junior to any purchase money mortgage applicable to any particular lot. Actions to enforce such lien may be by the Board of Directors or their designated officers, which shall consist of a President, and Secretary-Treasurer.

25. Enforcement. The right to enforce these covenants by injunction or to seek damages for violation or other remedy is dedicated to the owners of the lots herein, the developer, the Country View Estates Owners' Association, Incorporated and the Town of Mooresville. The covenants and restrictions shall remain in full force and unchanged in perpetuity unless otherwise agreed by a two-thirds vote of lot owners, one vote for each lot owned, and with the approval of the Town of Mooresville. Invalidation of any covenant or restriction herein by judgement, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

The undersigned, Christopher M. Crouch, Paula C. Crouch, Eric M. Crouch, owners of the real estate show hereby certify that they have platted the lots and do hereby establish the following and restriction to run with the land of future owners, heirs and assigns:

- 1. That part of the lands shown streets or right-of-way are her for roadway purposes.

This declaratory statement of certifiat with the land is hereby so declared and of 1996.

Christopher M. Crouch, President of C.K.C.

Christopher M. Crouch, President of C.K.C.

Paula C. Crouch

Paula C. Crouch

Eric M. Crouch

Eric M. Crouch

Melanie F. Crouch

Melanie F. Crouch

State of Indiana))

County of Morgan)

Before me, the undersigned, a Notary Christopher M. Crouch, Paula C. Crou Melanie F. Crouch and acknowledge instrument to be their voluntary act and

Witness my Hand and Seal this 2 1996.



Resident of Johnson

My Commission Expires: July 17

MOORESVILLE PLAN COMMISSI

UNDER AUTHORITY PROVIDED BY IC-36-7- ASSEMBLY OF THE STATE OF INDIANA, AND . AND BY AN ORDINANCE ADOPTED BY THE TOV TOWN OF MOORESVILLE, INDIANA, THIS PL APPROVAL BY THE TOWN OF MOORESVILLE

27th DAY OF June

MOORESVILLE PLAN COMMISSIO

Joel A. Reese PRESIDENT

JOEL A. REESE PRINTED

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