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Pamela Kivett  
Morgan County Recorder IN  
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AMENDMENTS  
AUGUST 28, 2014

PLAT ORIGINALLY RECORDED  
AS INSTRUMENT NUMBER 200713366 ON NOVEMBER 9, 2007

COVENANTS AND RESTRICTION FOR  
COUNTRY VIEW ESTATES, SECTION 2

COUNTRY VIEW ESTATES, SECTION 2, IS A RESIDENTIAL  
DEVELOPMENT LOCATED IN MORGAN COUNTY, INDIANA

THE FOLLOWING COVENANTS AND RESTRICTIONS ARE HEREBY  
AMENDED TO ALLOW FOR MORE FLEXIBILITY IN LOT DEVELOPMENT AND  
TO PROVIDE FOR ENHANCED ENFORCEMENT, AND THEY SHALL RUN WITH  
THE LAND AND APPLY TO ALL LOTS WITHIN COUNTRY VIEW ESTATES,  
SECTION 2.

22. 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 1500 square feet for a one story dwelling, nor less than 1800 square feet for a dwelling of more than one story, with a minimum of 900 square feet on the ground level. *A detached garage may be allowed if approved by the Architectural Control Committee.*

23. Construction Requirements.

H. Exterior of all the 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. Dwellings may be constructed on concrete slab, crawl space or basement.*

M. 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, 6-foot 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. Owner shall replace any such tree that is damaged, diseased, or dead and such shall be replaced during the next planting season. If an owner does not replace such damaged, diseased, or dead tree, the developer may replace the tree at the owner's expense. The cost of such replacement shall be presented to the lot owner, and payment shall be made by the lot owner within ten (10) days of receipt of the statement. If the lot owner does not pay within ten (10) days, then an additional One Hundred Dollars (\$100.00) per day will be added for a delinquent fee, and the developer shall also have the ability to collect reasonable attorney fees, court costs, and other expenses incurred in collecting the monies owed. The developer shall also be entitled to a Two

(3)

~~Hundred Dollar (\$200.00) per hour fee for his time incurred and also reimbursement for his mileage incurred in enforcing this particular provision. A lot landscaping plan must be submitted at the time building plans are submitted to the Architectural Control Committee. The Architectural Control Committee may approve, reject or require changes to the submitted landscape plan. The Architectural Control Committee shall enforce the implementation and maintenance of an approved landscaping plan.~~

**26. Homeowners Association.** A Homeowners Association shall be formed in accordance with the particular paragraph. 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 the Country View Estates Homeowners Association, Inc. The Country View Homeowners Association shall be governed by the following provisions:

d. To provide for a sound financial basis, the developer shall collect from each lot owner at the time of sale, ~~Two Hundred Dollars (\$200.00) One Hundred Dollars (\$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 Homeowners Association, Inc. Annually, on June 1<sup>st</sup>, the developer will collect from each lot owner ~~Two Hundred Dollars (\$200.00) One Hundred Dollars (\$100.00)~~ or the prorated amount thereof if less than one year has elapsed since the purchase of the lot, which will be deposited in the Country View Estates Homeowners Association account. The developer will continue to collect the ~~Two Hundred Dollar (\$200.00) One Hundred Dollars (\$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 Section g. below. If homeowners' dues are not paid by the due date, a Ten Dollar (\$10.00) per day late fee will be assessed. **The developer is exempt from the payment of any Association dues.**

**28. 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 Homeowners Association, Inc. **The Developer, Lot Owner, and the Homeowners Association, individually and collectively, shall be entitled to recover all cost incurred, including attorney fees, resulting from any action taken to enforce these covenants and restrictions provided the parties prevail in the action.** The Covenants and Restrictions shall remain in full force and unchanged in perpetuity unless otherwise agreed by 2/3rds vote of lot owners, one vote for each lot owned. Invalidation of any covenant or restriction herein by judgment, court order, or otherwise, shall affect any other covenant or restriction. Violation of the Covenants and Restrictions shall not cause forfeiture or reversion of title.

2

The undersigned agree to the above amendments to the covenants and restriction for Country View Estates, Section 2.

Dated March 20, 2015

*Martin Witte*

Martin Witte: Developer  
Country View Estates Section 2.

*Aaron Hunckler*

Aaron Hunckler: Lot #64 Owner

*Jennifer Hunckler*

Jennifer Hunckler: Lot #64 Owner

STATE OF INDIANA            )  
  ) SS  
COUNTY OF MORGAN        )

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law       *was*      

Before me, the undersigned, a Notary Public for Morgan County, State of Indiana, personally appeared AARON HUNCKLER, JENNIFER HUNCKLER, and MARTIN WITTE acknowledged the execution of the foregoing instrument on March 20, 2015.

*Martin J Broderick III*

Notary Public

*Martin J Broderick III*

Notary of Morgan County, Indiana

My Commission expires: 09-22-22

Prepared by:  
Martin Witte  
P. O. BOX 41  
Mooreville, IN 46158



3