

SECTION THREE

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1. **LAND USE** - Lots may be used only for residential purposes and only one single-family dwelling with a private garage and other such outbuildings usual and incidental to the use of a residential lot may be constructed thereon. No portion of any lot may be sold or subdivided such that there will be, thereby, a greater number of houses than the number of original lots platted thereon.

2. **BUILDING CONTROL** - Prior to construction of any structure upon a lot, the building plans therefor, including plot plans, specifications, plans for landscaping and any other data or information which may be requested must be submitted to the Building Committee for its approval, said approval being evidenced by a written instrument and stamped approval executed by the committee delivered to the person or persons requesting such approval.

3. **BUILDING COMMITTEE** - The Building Committee consists of three members and is composed of the following members: George P. Soren, Jack Dugan and Tom Charles Humber. In the event of the death, disability or resignation of any of the aforementioned members, the remaining member or members are authorized to select the successor or successors to fill the vacancy or vacancies created. A majority of the members constitutes a quorum for the transaction of business and the decision of a majority is controlling and final.

The Building Committee is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures and whether the Building and property setback lines are in conformity with applicable plat requirements. It shall also undertake such other duties and responsibilities as are assigned to it herein. No change shall be made to any portions of a lot for the construction of plans or for getting approval for construction thereon. In the event that the Building Committee does not indicate, in writing, its approval of plans submitted to it within a period of 15 days after submission, the committee is deemed to have approved such plans.

4. **OVERLAPPING SIZE** - No outbuilding may be constructed on any lot unless such outbuilding, exclusive of open porches, attached garages and basements, shall have a ground floor area of 1,000 square feet, if a one-story structure, or 1,500 square feet, if a higher structure, provided however, that in the case of a building taller than one-story, there may also be at least 600 square feet in addition to the ground floor area, provided, further, that in no event shall any outbuilding have a floor area of less than 1,400 square feet.

5. **TEMPORARY STRUCTURES** - No trailer, deck, tent, basement, garage or other outbuilding may be used or any item as a residence, either temporarily or permanently, nor any structure of a temporary character be used as a residence.

6. **BUILDING LOCATION AND GRADE LINE SEPARATION** - No building may be erected between the building line shown on the plat and the front lot line; and no structure or part thereof may be built or erected nearer than 20 feet to any side yard line, or nearer than 25 feet to any rear lot line. A minimum grade line separation shown on the plat, as required, is hereby established for each lot, and no grade line can be constructed lower than said minimum without the written consent of the Building Committee. Where building easements, utility grade lines shall be physically checked on the lot and certified by a Licensed professional engineer or a Licensed land surveyor.

7. **BUILDING COMPLETION** - Unless a delay is caused by strike, war, civil insurrection or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one year after the date of commencement of the building process, after which time the Building Committee, at its discretion, may require, when preparation of said lot, without notice, and will issue, together with improvements and, after payment of fines and expenses, any the balance to grantee.

8. **EASMENTS FOR DRAINAGE AND UTILITIES** - Lots are subject to drainage easements, sewer easements and utility easements, either separately or

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7. **BUILDING COMPLETION** - Unless a delay is caused by strike, war, court injunction or act of God, the exterior of any dwelling or structure shall, when any lot shall be completed within one year after the date of commencement of the building process, after which time the building contractor, architect, any reviewer, take possession of said lot, without notice, and sell same, together with improvements; and, after payment of their said expenses, pay the balance to grantor.

8. **REPARATION FOR DAMAGE AND UTILITIES** - Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown with respective plans, which are reserved for the use of lot owner, public utility companies and for governmental agencies, as follows: (1) Drainage easements are reserved to provide water and sewage for sewer and local sewer districts, either provided for in separate governmental records, or shown on the plans of the subdivision and adjoining property, and/or public drainage project and to drain to the individual responsibility of said lot owner. The drainage shown on the lot. Unless an easement shall and easement be indicated on the plans, the construction or improvement of any improvement, nor shall any public utility, in any manner, the utility. (2) Sewer easements are reserved to any extent necessary to allow adequate drainage of any lot by any governmental agency having jurisdiction over the easement, or by the discharge of the subdivision. Such easements are for the use of the sewer and the benefits of the owners of all lots in the subdivision. (3) Utility easements are reserved for the use of the local governmental agency having jurisdiction over the sewer and utility easements for the use of all public utility companies, not including transportation companies, for the installation and maintenance of water, gas, power, and other lines as well as for all uses specified in the case of sewer easements. All such easements mentioned herein shall the right of easemently interest and agreed for the exercise of other rights reserved.

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9. **DRIVEWAYS** - All driveways shall be paved and maintained, dirt free.

10. **VEHICLE PARKING** - No carport, motor home, truck, trailer or boat may be stored on any lot in open public view.

11. **YARD LIGHTS** - Each outdoor must provide and maintain on the lot, a front yard light which must operate from dusk to dawn. The location, size and type of light are subject to the approval of the Planning Commission.

12. **SIGNS** - No sign of any kind shall be displayed in the public view on any lot, except that one sign of one name that does not exceed four feet in height at any time to advertise the property for sale or to rent, or by a business to advertise the property during the construction and sales period.

13. **FENCINGS** - No fence, wall, hedge or other structure shall be erected on any lot, or be maintained, except the front property line, and the front building setback line, except where showing a plan of subdivision and recorded. It is within the lot of the owner.

14. **GRASS AND VEGETATION** - Grass and other vegetation shall be maintained on all lots, by the owner, within one hundred (100) feet of the front lot line, and shall be maintained in a neat and attractive condition. The owner shall be responsible for the maintenance of the lawn, and shall keep the lot neat and attractive. The owner shall be responsible for the maintenance of the lawn, and shall keep the lot neat and attractive. The owner shall be responsible for the maintenance of the lawn, and shall keep the lot neat and attractive.

15. **MATERIALS** - The storage of materials shall be limited to the rear and side yards and shall not be done in a manner which may be or may become an eyesore or a nuisance to the neighborhood.

16. **GENERAL MAINTENANCE** - The owner shall be responsible for the maintenance of the property, including, but not limited to, the lawn, shrubs, and other plants, and shall keep the lot neat and attractive. All equipment or materials used in the maintenance of the lot shall be kept clean and orderly.

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16. GARBAGE AND REFUSE DISPOSAL - No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other wastes shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

17. LIVESTOCK AND POULTRY - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except their dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

18. STORAGE TANKS - Any gas or oil storage tanks used, shall be either buried or located in a garage or house, such that they are completely concealed from public view.

19. SEWAGE DISPOSAL SYSTEMS - Private sewage disposal systems must be installed on lots in strict compliance with the following procedure:

(A.) Detailed plans must be prepared by the owner or any designated builder ("owner"), illustrating: The location of the house, building lines, lot lines, easements, septic tank, distribution box or equivalent, absorption field (the absorption field is to be located in the immediate area of two certified percolation test holes - change in location thereof requires retesting - the location of percolation tests and results are to be shown on the plot (platmap) plan. Said plans shall also show the location and type of water well, the location, depth, size, direction of flow and gradient of percolation subsurface drain tile, proposed grade and the direction of subsurface water flowage on the lot, details of construction including wall, floor ceiling and elevation, depth of septic tank, distribution box and depth, and gradient and size of absorption field. Also the detailed installation specifications, performance data, and means of maintenance, if in lieu of a conventional septic tank and apparatus, as well as any other detail necessarily required by the committee. (B.) The owner must specify the contractor who is to install the sewage system. The contractor must be bonded, experienced and competent in this type of installation. (C.) The owner must submit the foregoing information as required for approval by the Board County Sanitation and for review by the Board County Building Commission. (D.) The plans and documents stamped with approval by the Board County Sanitation shall then be fully reviewed by the Building Commission, and if approved, stamped for approval. (E.) The owner must install the system in compliance with such plans and specifications and keep the system unencumbered for inspection by a registered engineer as approved by the Building Commission. Such engineer must verify as to the compliance with the plans and specifications. Before backfilling, the owner must also submit the Board County Health Officer and the Board County Building Commission that the construction is ready for inspection, and give such officers a reasonable opportunity to make inspection. (F.) A copy of the engineer's certification must be sent to the Board County Health Officer for his review. Such certification, together with the plans furnished to the Board County Sanitation for his records, will be available for inspection by interested property owners.

20. TRACT B - Tract B, as shown on the plat, is dedicated to the owners of Lots 40 through 43 who shall own, as tenants-in-common, being wholly responsible for maintenance, landscaping and lawn care of said tract.

21. ENFORCEMENT - The right to enforce each of the foregoing regulations by injunction, together with the right to cause the removal, by due process of law, of any structure or improvement or installation in violation thereof, is reserved to the grantee of the lot in the subdivision, their heirs and assigns, and to the Board County Health Commission, their successors or assigns, who are authorized to such effect, without being required to show any damage of any kind to any such owner or owner by or through any such violation of aforesaid regulation.

22. GENERAL PROVISIONS - The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Such amendment may be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therewith, setting forth such restriction to evidence compliance with the plan provision, substantiating amendments, and recorded in the Board County Recorder's Office.

Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until June 1, 2001, or which time they will be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners, it is agreed that the covenants shall terminate in whole or in part.

25.00

M: David M. Aulin
525 Congressional Blvd.
Carmel, Ind. 46032

**AMENDMENT AND REVISION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR COUNTRY WOOD SUBDIVISION,
BOONE COUNTY, INDIANA, THE FIRST AND THIRD**

THIS AMENDMENT executed as of November 20, 1992, by Country Wood Community Association, Inc., an Indiana Not-For-Profit Corporation.

WITNESSETH THAT:

WHEREAS, the Plat of Country Wood Subdivision, Section 2 ("First Flat") was recorded in the Office of the Recorder of Boone County, Indiana, on July 19, 1976, in Plat Book 6, page 1; and,

WHEREAS, the Plat of Country Wood Subdivision, Section 2 ("Second Flat") was recorded in the Office of the Recorder of Boone County, Indiana, on June 15, 1977, in Plat Book 6, page 18; and,

WHEREAS, the Plat of Country Wood Subdivision, Section 3 ("Third Flat") was recorded in the Office of the Recorder of Boone County, Indiana, on December 20, 1977, in Plat Book 6, page 25, and,

WHEREAS, the Country Wood Community Association, Inc. (hereinafter referred to as "The Community Association"), a not-for-profit Indiana Corporation was formed on August 12, 1991; and,

WHEREAS, The Community Association has received the approval of at least two thirds (2/3) of the owners of the lots subject to said restrictions and covenants, for revision, which approval is reflected in the Certification of Approval, attached hereto, made a part hereof and incorporated herein as Exhibit A; and,

WHEREAS, the revised Protective Covenants for Country Wood Subdivision are hereby submitted by The Community Association Board of Directors, which covenants are attached hereto, made a part hereof and incorporated herein as Exhibit B; and,

WHEREAS, paragraph 20 of the Protective Covenants for the Second Flat shall remain undisturbed, and reads as follows:

"20. TRACT A - Tract A, as shown on the plat, is dedicated to the owners of Lots 22 through 28 who shall own as tenants-in-common, being jointly responsible for maintenance, landscaping and lawn care of said tract."; and,

WHEREAS, paragraph 20 of the Protective Covenants for the Third Flat shall remain undisturbed, and reads as follows:

"20. TRACT B - Tract B, as shown on the plat, is dedicated to the owners of Lots 40 through 46 who shall own as tenants-in-common, being jointly responsible for maintenance, landscaping and lawn care of said tract."; and,

NOV 21 1992

MARY ALICE BALDWIN
RECORDER OF BOONE COUNTY
LESLIE, INDIANA 46032

Article, paragraph 10, shall not be construed to restrict, in any manner, the expression of free speech under the First Amendment of the U.S. Constitution, and the freedom to obtain accurate personal reports; and,

Article, the Country Association, acting pursuant to paragraph 10 of the Executive Agreement as set forth in the First, Second and Third Protective Agreements as set forth on the back of the First, Second and Third Agreements as set forth on the back of the First, Second and Third Agreements.

It is understood and agreed that the Protective Agreements are subject to the provisions, Section 1, Section 2 and Section 3 of the Executive Agreement by signing the several Protective Agreements, Article 10.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

Country Wood Community
Association, Inc.

By the Board of Directors

Date: 3/24/73

David M. Baker
DAVID M. BAKER

Date: 3/24/73

[Signature]

Date: 3/24/73

[Signature]

Date: 3/24/73

[Signature]

Date: 3/24/73

[Signature]

COUNT OF INDIANA)
COUNT OF STATE) ss.

I, the undersigned, a Notary Public in and for said State of Indiana, personally appeared Walter S. Smith, of said State of Indiana, full name and J. Michael Lewis, known to me as the Agent of Director of County Work Community Improvement, Inc., an Indiana Not-For-Profit Corporation, and the Secretary of the Indiana Department of Social Services, Sections One, Two and Three for and on behalf of said corporation.

Witness my hand and notarial seal this 11th day of November 1964.

J. Michael Lewis
Notary Public


My Commission Expires:
1-1-65
My County of Residence:
Madison

This instrument prepared by J. Michael Lewis, Attorney at Law,
Room 1200, 251 South Illinois, Indianapolis, Indiana, 46202.

The vote total constitutes two thirds (2/3) of the lot owners, thereby satisfying paragraph 22, General Provisions, as set forth in the First Plat, Second Plat and Third Plat for the Country Wood Subdivision, Section 1, Section 2 and Section 3, respectively. The revised Protective Covenants are hereby placed in full force and effect, as of the date and time of recording in the Office of the Recorder of Boone County.

Country Wood Community
Association, Inc.
By The Board of Directors

Date: 3/31/93

David M. Baile
David M. Baile

Date: 3/31/93

Jo Vincent
Jo Vincent

Date: 3/31/93

Kathy Williams
Kathy Williams

Date: 3/31/93

Jazz Savitsky
Jazz Savitsky

Date: 1-12-93

[Signature]
[Signature]

STATE OF INDIANA)
COUNTY OF BOONE)SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David M. Baile, Kathy Williams, Jo Vincent, and Jazz Savitsky, all known to me in the State of Indiana, as members of the Board of Directors of Country Wood Community Association, Inc., an Indiana corporation, and they acknowledged the execution of the foregoing "Revised Protective Covenants and Restrictions on the Country Wood Subdivision, Sections One, Two and Three" for and on behalf of said corporation.

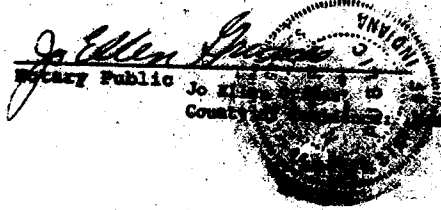
BOOK 222 PAGE 22

Witness my hand and notarial seal this 31st day of March,
~~XXXX~~ 1993.

My Commission Expires:

9-1-93

My County of Residence: Marion



NOTARY PUBLIC

drainage at any time by any government agency having jurisdiction over said drainage. Said easements are for the mutual use and benefits of the owners of all lots in the addition. (B) Sewer easements are created for the use of the local government agency having jurisdiction over the storm and sanitary waste disposal system of said city/county for the purpose of installation and maintenance of streets that are a part of said system. (C) Utility easements are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires as well as for the uses specified in the case of sewer easements. All such easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved.

- 8. DRIVEWAYS - All driveways shall be paved and maintained.
- 9. VEHICLE PARKING - No camper, motor home, truck trailer, boat, auto or other vehicles may be permanently parked on any lot in open public view.
- 10. SIGNS - No sign of any kind shall be displayed to the public view on any lot except that the signs of not more than three square feet may be used at any time to advertise the property for sale or for rent, or by a builder to advertise the property during the construction and sales period.
- 11. FENCING - No fence or wall, taller than 36 inches, shall be permitted between the front property line and the front building line.
- 12. ELECTRONIC DEVICES - No satellite dish or radio/television antenna shall be permitted between the front property line and the front building line.
- 13. CHIMNEYS AND WINDMILLS - Chimney pots or caps may not be placed on lots and windmills, towers and pagodas if they are of larger than 100 square feet area and any windmill, tower or pagoda shall have their own independent electrical connection system at all times. No person shall permit the erection of windmills and towers on any lot that may obstruct the view of a driver on any adjacent road.
- 14. NUISANCES - No noxious or offensive activity shall be carried on upon any lot and shall continue to have thereon which may or may become an annoyance or nuisance to the neighborhood.
- 15. CHIMNEYS AND WASTE DISPOSAL - No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall not be kept except in suitable containers. All equipment for storage or disposal of materials shall be kept clean, sanitary and out of public

advise the Boone County Health Officer and the Boone County Building Commissioner that the construction is ready for inspection. A copy of the contract's specification shall be sent to the Boone County Health Officer for his review. Such certification, together with the plans submitted to the Boone County Health Officer for his review, will be available for inspection by interested property owners.

19. [Illegible text]