

COUNTY MEADOWS - SECTION THREE

TOWN OF BARGERSVILLE JOHNSON COUNTY, INDIANA

HAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LAWS OF THE STATE OF INDIANA, AND I DO HEREBY /EYED THE PROPERTY DESCRIBED HEREIN AND THAT I TS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT Y AND SUBDIVISION.

LEGAL DESCRIPTION MEADOWS - SECTION THREE

Section 1, Township 12 North, Range 3 East of the County, Indiana, being more particularly described as
of said Southwest Quarter Section; thence South 89
st (Bearings Based on the Final Plat of Country
as Plat Book "C", Pages 722 A-C, in the Office of the
North line of said Southwest Quarter Section 1291.11
, Land of Glen Utherback, (Recorded as Deed Record
of the Johnson County Recorder); thence South 01
st along the East line of said Utherback 332.41 feet to
rain described parcel; thence South 89 degrees 55
ast; thence South 01 degrees 03 minutes 14 seconds
degrees 27 minutes 56 seconds East parallel with the
er Section 734.56 feet to a point on the West line of
rs - Section One; thence the next Three (3) courses
Country Meadows - Section One: (1) thence South 01
st 139.02 feet; (2) thence South 01 degrees 18
st; (3) thence South 01 degrees 03 minutes 14 seconds
oundary of Country Meadows - Section Two, (Recorded
n the Office of the Johnson County Recorder); thence
the Northernly boundary of said Country Meadows -
degrees 27 minutes 56 seconds West parallel with the
er Section 360.12 feet; (2) thence South 01 degrees 03
ast; (3) thence South 01 degrees 10 minutes 06
nce South 01 degrees 03 minutes 14 seconds East
degrees 27 minutes 56 seconds West parallel with the
er Section 374.78 feet; (6) thence North 01 degrees
degrees 27 minutes 56 seconds North 89 degrees 53 minutes 07
of the Land of the aforementioned
ences West along the east line of
ncluding 11.23 acres, more or

PLAT COVENANTS, RESTRICTIONS AND EASEMENTS FOR COUNTRY MEADOWS - SECTION THREE

The undersigned, Santry Development, Inc. (the "Developer"), owner of the real estate shown and described herein, hereby certifying that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known as "Country Meadows - Section Three", an addition to the Town of Bargasville in Johnson County, Indiana. In addition to the covenants and restrictions hereinafter set forth and contained in this plat, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in that certain Country Meadows Subdivision Covenants and Restrictions", recorded on the 28th day of August, 1925, as Instrument No. 1925-015374, in the office of the Recorder of Johnson County, Indiana (the "Declaration"), and to the rights, powers, duties and obligations of the Country Meadows Homeowners Association, Inc. (the "Homeowners Association") and the Country Meadows Architectural Control Committee (the "Committee") as set forth in the Declaration. Any conflicting covenant or restriction contained in this plat shall govern and control to the extent only of an irreconcilable conflict with any of the covenants and restrictions contained in the Declaration, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

1. DEDICATION. The streets and sidewalks, if not heretofore dedicated, are hereby dedicated to the public use.
2. EASEMENTS: "Drainage and Utility Easement": The strips of ground or areas indicated as "Drainage & Utility Easement" (D. & U. E. or Drainage & Utility Easmt.) are reserved for the use of the Public Utilities, Country Meadows Homeowners Association, and the Town of Bargasville. It's successors and assigns, to install, inspect, repair, replace, and maintain water and sewer mains, poles, ducts, lines, wires, and drainage facilities, subject to all times to the proper authorities and to the easement herein reserved; no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Access Easement": The strips of ground or areas indicated as (A. E.) are reserved for the use of the Country Meadows Homeowners Association, limited access to the Lake Maintenance Easements, said access being that necessary to utilize said Lake Maintenance Easements, and for the permanent or other structures are to be erected or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

3. STORM DRAINAGE MAINTENANCE. The maintenance for this subdivision by the Homeowners Association shall be limited to the maintenance of all detention areas, inter ditches, pipes, swales, and paved swales. The costs of maintenance of the storm drainage system shall be assessed against the owners of all lots in this subdivision and shall be secured by a lien against all Declaration and shall be secured by a lien against all Sump pumps, gravity drains and other drains serving all shall outfall only into drainage swales or storm structure drainage system for the subdivision.

4. DRAINAGE SWALES. Drainage swales (ditches or d dedicated easements are not to be altered, dug out, otherwise changed without the written permission of the Property owners must maintain these swales as sodded eroding surfaces. Water from roofs or parking areas by such water. Any property owner altering, changing swales or ditches will be held responsible for such or days notice by certified mail to repair said damage a action is taken, the Homeowners Association will cause accomplished and the statement for costs of the said affected property owner for immediate payment and lien on the property owner's lot until paid. Upon construction of a residence upon any lot within the subdivision, the contractor responsible for such construction shall execute Affidavit of Compliance with the regulations of the Johnson County Code of 1965 and the applicable regulations shall be submitted to the Committee.

5. SET-BACKS. Building set-back lines shall be maintained between which lines and the structure (except walls and fences to the Declaration), shall be erected or maintained on the lot. No structures shall be erected or maintained on the lot side, yard set-back line of any lot in this subdivision without the approval of the Committee. The Committee shall have the right to require that any structure be constructed on any part of the lot which is not approved by the Committee. The Committee shall have the right to require that any structure be constructed on any part of the lot which is not approved by the Committee.

MEADOWS — SECTION

TOWN OF BARGERSVILLE JOHNSON COUNTY, INDIANA

PLAT COVENANTS, RESTRICTIONS AND EASEMENTS FOR COUNTRY MEADOWS — SECTION THREE

The undersigned, Sentry Development, Inc. (the "Developer"), owner of the real estate shown and described herein, hereby certifying that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known as "Country Meadows - Section Three", an addition to the Town of Bargersville in Johnson County, Indiana. In addition to the covenants and restrictions hereinafter set forth and contained in this plat, the real estate described in that certain "Country Meadows Subdivision Covenants and Restrictions", recorded on the 29th day of August, 1995, as Instrument No. 1995-015374, in the office of the Recorder of Johnson County, Indiana (the "Declaration"), and to the rights, powers, duties and obligations of the Country Meadows Homeowners Association, Inc. (the "Homeowners Association") and the Country Meadows Architectural Control Committee (the "Committee") as set forth in the Declaration. Any conflicting covenant or restriction contained in this plat shall govern and control to the extent only of an irreconcilable conflict with any of the covenants and restrictions contained in the Declaration, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

1. DEDICATION. The streets and sidewalks, if not heretofore dedicated, are hereby dedicated to public use.

2. EASEMENTS: "Drainage and Utility Easement": The strips of ground or areas indicated as "Drainage & Utility Easement" (D. & U. E. or Drainage & Utility Esmt.) are reserved for the use of the Public Utilities, Country Meadows Homeowners Association, and the Town of Bargersville, its successors and assigns, to install, inspect, repair, replace, and maintain water and sewer mains, poles, ducts, lines, wires, and drainage facilities, subject at all times to the proper authorities and to the easement herein reserved; no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Access Easement": The strips of ground or areas indicated as "Access Easement" (A. E.) are reserved for the use of the Country Meadows Homeowners Association for limited access to the Lake Maintenance Easements, said access being limited to that necessary to utilize said Lake Maintenance Easements (defined below); no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Lake Maintenance Easement": The strips of ground or areas indicated as "Lake Maintenance Easement" (L. M. E. or Lake Maint. Esmt.) are reserved for the use of the Country Meadows Homeowners Association to improve, alter, maintain, dredge, regrade, reconstruct, and/or repair the Lake Area within said Lake Maintenance Easements, and all facilities, improvements and appurtenances thereto, as may be necessary for said Lake Area to properly function, serve and provide its intended storm water retention and related Drainage System or drainage benefits to Country Meadows, together with the Temporary Construction Easement (defined below); no permanent or other structures, except structures approved in accordance and consistent with the provisions of the above referenced Covenants, are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

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5. SET-I plat, betw structure Declaratio Improve and the to to any rec hereby or shall be c of any lak are erecte to the corr restrictions other impru lot.

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7. PERPETU encountered perpetuated

THREE

3. **STORM DRAINAGE MAINTENANCE.** The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall include but shall not be limited to the maintenance of all detention areas, inlet structures, open ditches, pipes, swales, and paved swales. The costs and expenses of such maintenance of the storm drainage system shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains and other drains serving individual residences on lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the subdivision.

4. **DRAINAGE SWALES.** Drainage swales (ditches or drainage detention areas) on dedicated easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Homeowners Association. Property owners must maintain these swales as sodded grass across or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that this drainage swales or ditches will not be damaged by such water. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage after which time, if no action is taken, the Homeowners Association will cause said repairs to be accomplished and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment and such costs will constitute a lien on the property owner's lot until paid. Upon the completion of the initial construction of a residence upon any lot within this development, the building contractor responsible for such construction shall be required to provide an Affidavit of Compliance with the requirements of this plat, the Indiana Drainage Code of 1965 and the applicable Johnson County Ordinances, which Affidavit shall be submitted to the Committee.

5. **SET-BACKS.** Building set-back lines are hereby established as shown on this plat, between which lines and the property lines of the streets no building or structure (except walls and fences to the extent permitted hereby or by the Declaration), shall be erected or maintained. No buildings structures or other improvements shall be erected closer to any side lot line of any lot than 12 feet and the total side yard set-back (both sides) must be at least 27 feet, or closer to any rear lot line of any lot than 30 feet, unless proposed otherwise permitted hereby or by the Declaration. No buildings, structures or other improvements shall be constructed on any part of a lot lying within 30 feet of the top back of any lake unless approved by the committee or the Developer. Where buildings are erected on more than one single lot, the foregoing restrictions shall apply to the combined lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distances from the buildings structures or other improvements to the adjacent lot lines of the lots adjoining the combined lot.

6. **TEMPORARY CONSTRUCTION.** No construction shacks or outhouses shall be erected or situated on any lot herein. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after 10 days' notice thereof to the owner of the respective Lot the Developer may cause the site to be cleaned and may assess such charges specifically against the owner thereof.

7. **PERPETUATION OF DRAINAGE.** Any field tile or underground drain which is encountered in construction of any improvements 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.

8. **OBSTRUCTIONS.** No wall, hedge or shrub plantings which obstructs sight lines at elevations between 2-1/2 and 10 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 35 feet from the intersection of said 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 to any lot within 10 feet from the intersection of a street line with the edge of driveway 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 obstruction of such sight lines. No driveway shall be located within 40 feet of the intersection of two street lines.

9. **SIDEWALKS.** Sidewalks shall be constructed as required by the sidewalk plan approved by the Johnson County Plan Commission, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed. All sidewalks shall be completed at the same time as the driveway is constructed on the lot by the lot owner. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each lot.

10. **SALES OFFICE.** To the extent deemed necessary or desirable by Developer, Developer shall be permitted to place sales offices and construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision until 180 days following the sale, closing and deed transfer to a lot owner other than Developer of the last lot in the subdivision.

11. **NON-LIABILITY OF DEVELOPER AND COMMITTEE.** Notwithstanding any review or approval of plans and specifications submitted by a lot owner, the Developer and Committee shall have no liability for compliance of such plans with these plat restrictions or the Declaration of any applicable code, regulation or law.

12. **COVENANTS APPURTENANT TO LAND.** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then owners of the lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of change has been recorded; provided, however, that no change or termination of said covenant shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto. Notwithstanding the foregoing, Covenant #4 above and any covenant established for the benefit of the City of Greenwood may not be discontinued by a vote of the owners of the lots in this subdivision.

13. **ENFORCEMENT WAIVER.** Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver to enforce any covenant herein, thereafter. Notwithstanding the foregoing any violation of these covenants or the Declaration may be waived by a majority of the then owners of the Lots in this subdivision.

14. **ANNEXATION.** Developer hereby reserves the right, from time to time and at any time, to annex any portion of adjacent real estate into Country Meadows Subdivision. As of the date on which Developer annexes any portion of adjacent real estate into the subdivision (the "Annexed Real Estate"), the Annexed Real Estate shall be deemed to be (for all purposes) included within Berkshire Subdivision; all references in these covenants and restrictions or in the Declaration of the "Subdivision" or the "Country Meadows Subdivision" shall be deemed to include the restrictions or in the Declaration to "Real Estate" shall be deemed to include all parcels of land within the Annexed Real Estate; all references in these covenants and restrictions or in the Declaration to "lots" shall be deemed to include all Lots within the Annexed Real Estate; and all easements created by these covenants and restrictions or in the Declaration shall bind, benefit, burden and run with the Annexed Real Estate. As of the date on which Developer annexes any portion of the adjacent real estate into the subdivision, the owners of the Annexed Real Estate shall be deemed to be (for all purposes) owners of lots within the Country Meadows Subdivision; all references in these covenants and restrictions or the Declaration to "Owner(s)" shall be deemed to include all owners of Lots within the annexed Real Estate; and all easements created herein shall bind, benefit and burden the owners of Lots within the Annexed Real Estate and the mortgages, grantees, heirs, assigns and successors of such owners, as provided herein.

15. AMENDMENTS AND SUPPLEMENTS. Developer hereby reserves the right, from time to time and at any time, to modify, supplement or amend these easements, covenants and restrictions, without the consent of any owner of party in interest, if Developer records the modification in the Office of the Recorder of Johnson County, Indiana, and the modification is for any one or more of the following purposes: (i) to extend the provisions of these easements, covenants and restrictions to bind and benefit the Annexed Real Estate and the owner(s) of a Lot within the Annexed Real Estate; (ii) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein; or (iii) to change the substance of one or more covenants, conditions, terms or provisions hereof provided that such change (A) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations; or orders of any municipality or court having jurisdiction.

16. DRIVEWAYS. All proposed driveways to be constructed within Country Meadows Section Two are to be a hard surface material. No stone drives will be permitted.

IN WITNESS WHEREOF, the undersigned, as the owner of the above described real estate, has hereunto caused its name to be subscribed this 11th day of November, 2003.

SENTRY DEVELOPMENT, INC.

By: *Rick French, Pres.*
Rick French, Pres.
"Developer"

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rick French, Pres. of Sentry Development, Inc. who acknowledged the execution of this instrument as his voluntary act and deed as such officer for and on behalf of Sentry Development, Inc., for the uses and purposes therein set forth

Witness my signature and Notary seal this 11th day of November, 2003.

My Commission Expires:
FEBRUARY 17th, 2008

Angelika E. Oakes
ANGELIKA E. OAKES, Notary Public
Resident of JOHNSON County

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