

PROTECTIVE COVENANTS FOR COUNTRYWOOD SUBDIVISION, SECTION 1

1. **LAND USE** - Lots may be used only for residential purposes and only one single-family dwelling, a private garage and other such out-buildings 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** - After the 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 to be 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. Sweet, Jack Dugan and Tom Charles Hudson. 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 setbacks thereon are in conformity with applicable plat requirements. No change will be made to any purchaser of a lot for construction of plans or for getting approval for construction thereon. In the event the building committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of 15 days after submission, the committee is deemed to have approved such plans.
4. **DWELLING SIZE** - No residence may be constructed on any lot unless such residence, exclusive of open parking, attached garages and basements, shall have a ground floor area of 1,500 square feet, if a one-story structure or 1,800 square feet if a 1 1/2 story structure, provided that in the case of a building higher than one-story, there must also be at least 600 square feet in addition to the ground floor area provided further that in no event shall any residence have a floor area of less than 1,500 square feet.
5. **TEMPORARY STRUCTURES** - No trailer, shack, tent, basement, garage or other outbuilding may be used on any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.
6. **BUILDING LOCATION AND GRADE LINE ELEVATION** - 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 constructed on the lot line or within the setback line shown on the plat for any rear lot line. A sidewalk grade line structure, shown on the plat, shall be built and maintained for each lot to grade line, and be constructed lower than said sidewalk. Before building commences, all grades there 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, court injunction 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, otherwise, may require, the possession of said lot, without notice, and will tear together with improvements and other removal of them and, expressly, save the balance to remain.
8. **EASEMENTS FOR DRAINAGE AND UTILITIES** - Lots are subject to drainage easements, sewer easements and utility easements, after easements go in any subdivision of the tracts, as shown on the respective plats, which are required for the use of lot owners, public utility companies and governmental agencies as follows: (A.) Drainage easements are needed to provide roads and easements for one and

1, the underlain within the State of Iowa, Boone County, Iowa 2 East, 2

From the northern line bearing of From said plat 1,528.59 feet (original corner 89°45'10" East, East, 100.00 to subdivision was

Said addition to the plat) and th May, 1976

We, the undersigned of the real estate for Countrywood

This subdivision the public.
Witness my hand

8. **STATEMENT FOR DRAINAGE AND UTILITIES** - Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the respective plans, which are reserved for the use of lot owners, public utilities, companies and governmental agencies as follows: (A.) Drainage easements are created to provide paths and courses for open and built storm drainage, either overhead or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each lot owner to maintain the drainage system lots own by. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading market, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to drain obstructions at any time, by any authority, or by the developer of the subdivision. Said easement may be the principal use and benefit of the owners of all lots in the subdivision. (B.) Sewer easements are created for the use of the local governmental agency having jurisdiction over the sewer and sanitary waste disposal system of said city/county for the purpose of installation and maintenance of existing or future sewer lines that are a part of said system. (C.) Utility easements are created for the use of all public utility companies, including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all 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.

STATE OF
COUNTY (

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

Before me,
Trust Officer
at his office

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

Witness my

11. **YARD LIGHTS** - Each resident must provide and maintain on his 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 building committee.

My Comm.

12. **SIGNS** - No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than five square feet may be used at any time, advertising the property for sale or for rent, or by a builder to advertise the property during construction and sales.

13. **FENCING** - No fence, wall, hedge or shrub planting higher than 18 inches shall be maintained between the front property line and the front building setback line, except where planting is part of house landscaping and entire yard is within four feet of the house.

Approved

14. **GARDENS AND VEGETATION** - Grain crops may not be raised on lots, but vegetable gardens are permitted if they are at least fifty feet (50') back from any thoroughfare. Lot owners shall not restrict the growth of weeds and volunteer trees and bushes and shall keep the lots reasonably clear from such unwanted growth or all items. Failure to comply shall prevent any lot owner to subdivide the lot into two or more lots. The owner, together with a lawn mowing and yard care for express thereof.

15. **NUISANCES** - No noxious or offensive activity shall be carried on upon any lot; nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

16. **GARAGE AND REFUSE DISPOSAL** - No lot shall be used or maintained as a storage area for such 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. **INSTRUMENT AND REGISTRY** - No instrument, instrument or conveyance of any kind shall be signed, made or kept on any lot, except that deeds, contracts

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 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 tests - change in location thereof requires retesting - the location of perc tests and results are to be shown on the plot (drainage) plan). Said plans shall also show the location and type of water well, the location, depth, size, direction of flow and gradient of peripheral subsurface drain tile, proposed grades and elevation of subsurface water flowage on the lot, details of construction including well head casing and elevation, depth of septic tank, distribution box and depth, and gradient and slope of absorption field. Also the detailed installation specifications, performance data, and means of maintenance, if in lieu of a conventional septic tank and appurtenances, as well as any other detail reasonably 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 Boone County Sanitation, and for review by the Boone County Building Commissioner. (D.) Plans and documents stamped with approval by the Boone County Sanitation shall then be fully reviewed by the building committee and if approved, stamped for approval. (E.) The owner must install the system in accordance with such plans and specifications and have the system uncovered for inspection by a registered engineer, approved by the building committee. Such engineer must certify as to compliance with the plans and specifications. Before backfilling, the Owner must also advise the Boone County Health Officer and the Boone County Building Commissioner 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 Boone County Health Officer for his records. Such certification, together with the plans furnished to the Boone County Sanitation for his records, will be available for inspection by interested property owners.

21. ENFORCEMENT - The right to enforce each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the owners of the lots in this subdivision, their heirs and assigns and to the Boone County Plan Commission, their successors or assigns, who are authorized to seek relief without having required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation.

22. GENERAL PROVISIONS - The foregoing restrictions may be amended or any them by the owners of at least two-thirds of the lots subject to such restrictions. Such such amendment must be evidenced by a written instrument signed and acknowledged by the owner or owners concerning therein, setting forth facts sufficient to identify each person with the plot number containing amendments, and recorded in the Boone County Recorder's Office.

Except to the extent they are amended here they shall remain in full force and effect until they are amended or until they are otherwise terminated by operation of law. The amendments herein are made in the presence of the undersigned and the undersigned hereby certifies that the amendments are the property of the said owner to be signed that the owner-

ANDERSON & ASSOCIATES,		PROJECT - COUNTRYWOOD SECTN		Title - PLAT	
SCALE		1" = 100'		Controlled by	
Sheet 1	Sheet 2	Date Drawn APRIL 78			

Entered for:

34

Received for:

MINIMUM

1	908.0
2	909.5
3	910.5
4	911.0
5	911.5

25.00

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

**AMENDMENT AND REVISION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR COUNTRY WOOD SUBDIVISION,
SECTION ONE, TWO AND THREE**

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 30, 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 wholly 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 43 who shall own as tenants-in-common, being wholly responsible for maintenance, landscaping and lawn care of said tract."; and,

2095 15 2 11 92

MARY ALICE BALDWIN
RECORDER OF BOONE COUNTY
LEBANON, INDIANA 46042
TEL. 462-1122 FAX 462-1123

Section 10, hereinafter, shall not be construed to restrict, in any manner, the expression of free speech under the First Amendment of the U.S. Constitution, and was intended to cover certain personal property and,

Section 11 of the Restrictive Covenants as set forth in the First Amendment of the U.S. Constitution as set forth in the First Amendment of the U.S. Constitution, and was intended to cover certain personal property and, and was intended to cover certain personal property and,

Section 12 of the Restrictive Covenants that the Restrictive Covenants as set forth in the First Amendment of the U.S. Constitution, and was intended to cover certain personal property and,

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

Country Wood Community Association, Inc.

By the Board of Directors

Date: 7/24/93

David E. Baker
DAVID E. BAKER

Date: 3/21/94

[Signature]

Date: 3/21/93

[Signature]

Date: 3/21/93

[Signature]

Date: 1/27/94

[Signature]

COUNT OF DEPT. OF CORRECTIONS }
COUNT OF DEPT. OF CORRECTIONS } ss:

I, the undersigned, a Notary Public in and for said State of Illinois, personally appeared David H. Miller, of County of Madison, State of Illinois, Jail Number 100 and J. Michael Lewis, Esq., of County of Madison, State of Illinois, as the Agent of Director of County Jail Authority, Inc., an Illinois Not-For-Profit Corporation, and authorized the execution of the foregoing instrument and recitation of facts and instructions for County Jail Authority, Sections One, Two and Three for and on behalf of said corporation.

Witness my hand and notarial seal this 1st day of November 1964.

J. Michael Lewis
NOTARY PUBLIC


My Commission Expires: 3-1-65
My County of Residence: Madison

This instrument prepared by J. Michael Lewis, Attorney at Law, 1900, 231 South Illinois, Springfield, Illinois, 62761.

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

Jack Switzky
Jack Switzky

Date: 1-13-93

[Signature]
J. [Name]

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, Jo Vincent, Kathy Williams, Jack Switzky and J. [Name], all known to me to be the owners of the above described property, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed, and that they are duly qualified to execute the same. I have read the contents of the instrument and certify that it is a true and correct copy of the original as the same appears to me.

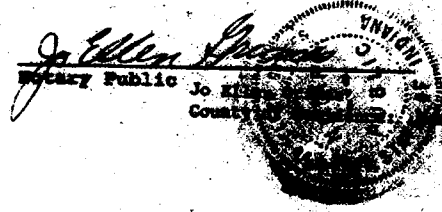
BOOK 22 PAGE 22

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

My Commission Expires:

9-1-93

My County of Residence: Marion



REC- 11-11-93

**PROTECTIVE COVENANTS FOR
COUNTRY WOOD SUBDIVISION**

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 plotted thereon.
2. **BOARD OF DIRECTORS** - The Country Wood Community Association Board of Directors consists of lot owners in the Country Wood subdivision. It shall undertake such duties and responsibilities as are assigned to it hereid.
3. **NEW BUILDINGS** - The Board of Directors is authorized to determine whether any new structure shows conformity and harmony of external design with existing structures and whether the building and property set-back lines are in conformity with applicable plot requirements.
4. **TEMPORARY STRUCTURES** - No trailer, shack, tent, basement, garage or other outbuilding may be used at any time as a residence.
5. **BUILDING LOCATION AND GRADE LINE ELEVATION** - No building may be placed between the building line shown on the plot and the front lot line.
6. **BUILDING COMPLETION** - Unless a delay is caused by strikes, labor difficulties or acts of God, the exterior of any building or structure built upon any lot shall be completed within one year after the date of commencement of the building process.
7. **INSTALLATION OF SEWERAGE AND UTILITIES** - Lots are subject to the installation of sewer, water, telephone and utility lines, either individually or in any combination of the above, as shown on the subdivision plan, which are necessary for the use of the lot for public utility purposes and for convenience, utility as follows: (A) drainage systems are needed to provide paths and courses for the collection, storage, either on-site or in basins, and disposal of sewage, to serve the needs of the subdivision and adjoining ground, and/or public drainage systems. It shall be the individual responsibility of each lot owner to maintain the drainage system on his own lot. All drainage systems shall be inspected annually by the Board of Directors. When no circumstances shall said systems be altered in any manner, by the construction or reconstruction of any improvement, nor shall any drainage system be removed, the owner file. Said owner shall be subject to construction or reconstruction to any extent necessary to obtain adequate

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drainage at any time by any government agency having jurisdiction over said drainage. Said assessments are for the mutual use and benefits of the owners of all lots in the addition. (B) Sewer assessments 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 systems that are a part of said system. (C) Utility assessments 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 work specified in the case of sewer assessments. All such assessments mentioned herein invade 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 STAGING** - No camper, motor home, truck trailer, boat, auto or other vehicle 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 set back lawn signs square feet may be used at any time to advertise the property for sale or for rent, or by a building in connection with the property during the construction and sales period.
11. **FENCING** - No fence or wall, taller than 36 inches, shall be constructed between the front property line and the front building line.
12. **ELECTRONIC EQUIPMENT** - No satellite dish or radio/television antenna shall be permitted between the front property line and the front building line.
13. **CRACKS AND INTERFERENCES** - Commercial grade drugs may not be placed on lots, and vegetable gardens and pastures if they are on lots, shall have (24) inch steel pipe installed. Lot owners shall have their lots inspected by a licensed contractor at all times. Lot owners shall not permit the presence of weeds and vegetation 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 exist thereon unless they are or may become an annoyance or nuisance to the neighborhood.
15. **GRASS AND WEED DISPOSAL** - No lot shall be used or maintained as a dumping ground for trash, household garbage or other refuse shall be so large enough to maintain cleanliness. All equipment for storage or disposal of materials shall be kept clean, orderly and out of public

advise the Boone County health officer and the Boone County Building Commissioner that the construction is ready for inspection. (7) A copy of the contract specifications must be sent to the Boone County health officer for his review. Such specifications, together with the plans submitted to the Boone County health officer for his review, will be available for inspection by the Boone County health officer.

19. [Illegible text]

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