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GRANT COUNTY RECORDER

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Page 1 of 8

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**DECLARATION OF RESTRICTIVE
AND PROTECTIVE COVENANTS**

FOR

THE MEADOWS AT WALNUT CREEK, SECTION THREE

A RESIDENTIAL SUBDIVISION TO

GAS CITY, GRANT COUNTY, INDIANA

Herbert A. Spitzer, Jr.
SPITZER HERRIMAN STEPHENSON
HOLDEREAD MUSSER & CONNER, LLP
122 East Fourth Street
P. O. Box 927
Marion, IN 46952
(765) 664-7307

Attorneys for Developer,
PAUL E. TURNER

PAUL E. TURNER is the owner of all of the lots, being Numbered 47 through 63, inclusive, and 65, 66, 67 and 68, in Section Three of THE MEADOWS AT WALNUT CREEK, a Residential Subdivision to Gas City, Grant County, Indiana, the Deed of Plat of which was recorded on July 23, 2003, in Plat Description Micro Record _____, Page _____, and the plat of which was recorded on July 23, 2003, in Plat Micro Record _____, Page _____, each of which having been recorded in the Grant County, Indiana Recorder's office.

NOW, THEREFORE, PAUL E. TURNER, being the sole owner of all the lots of said Section Three of said subdivision, pursuant to the Covenants and Deed of Plat referred to above, hereby declares that the Property is and shall be held, transferred, conveyed, sold, leased and occupied, subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns of each Owner. This Declaration hereby establishes a general plan for the individual ownership of real property estates consisting of residential lots and the improvements thereon. Every conveyance of any of such residences, or premises, or any part thereof, or any interest therein, shall be and is subject to these easements, covenants, conditions and restrictions, as follows:

ARTICLE I DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Developer" shall mean PAUL E. TURNER, his successors and assigns.
2. "Living Unit" shall mean a residential housing unit consisting of a group of rooms and hallways which are designed or intended for use as living quarters for one family on a lot or lots within the Subdivision.
3. "Lot" shall mean any lot with or without improvements thereon, as may be shown upon any recorded subdivision plat or map of Section Three, THE MEADOWS AT WALNUT CREEK (hereinafter defined as "Subdivision"); provided, however, that the term "Lot" shall also include such additional residential lots as may be subjected to this Declaration by amendment or supplement thereto.
4. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property and referenced in the Subdivision plat, including contract purchasers, but excluding those having such interest merely as security for the performance of all obligation.

5. "Property" shall mean:

That real estate specifically described in Exhibit "A," attached hereto and made a part hereof.

6. "Subdivision" shall mean THE MEADOWS AT WALNUT CREEK, Section Three, as shown in the Plat Records of the County Recorder of Grant County, Indiana and any additions or amendments thereto, including additional sections platted in the future.

ARTICLE II PROPERTY RIGHTS

Section 1. General Provisions

1. A perpetual easement for use and benefit of all lots and owners thereof is reserved in Section Three of the Subdivision, as indicated on the plat, for necessary public utility installation, transmission, service and maintenance, together with ingress and egress thereof, which public utility shall include water, sewage, drainage, telephone, telegraph, cable television, gas and electrical service, but shall not include utilities engaged in transportation; and no structure of any character shall be built on such area, or obstruction shall be maintained on any lots that overhang said area. Public streets and roadways to be known as Candy Creek Court and Arletta Glen Drive are hereby granted and dedicated to public use. All telephone, cable television and electrical lines within said subdivision shall be installed underground.

Except as hereinafter provided, the covenants and restrictions of this Declaration may be amended during the first ten-year period by an instrument signed by the Developer if the Developer continues to own one (1) or more Lots in the Subdivision, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. No amendment, change or nullification shall be effective until recorded in the Office of the Recorder of Grant County, Indiana.

ARTICLE III GENERAL RESTRICTIONS, OBLIGATIONS, AND RIGHTS OF OWNERS

Section 1. All lots, tracts of land or parts thereof in this subdivision shall be subject to and be bound by the following original reservations and restrictive and protective covenants, which shall run with the land, to-wit:

1. No lot shall be used except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential lot, other than one (1) detached single-family dwelling not exceeding two (2) stories in height, with either a

connected or separate private garage, or both, for housing passenger vehicles. Other necessary buildings or structures in keeping with residential lots are permissible provided that none are built or used for dwelling or business purposes.

2. No dwelling house of one (1) story height shall be maintained or constructed less than one thousand two hundred (1,200) square feet of ground floor area for living use, exclusive of one-story porches, entrance ways, garages, breezeways or terraces.

3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to an interior lot line, provided that when an originally platted lot has been enlarged under common ownership by acquisition of a part or all of the adjoining lot, then the interior lot line shall be the new interior boundary lines resulting from such enlargement. The front line of any dwelling of any interior lot shall not be set further than fifty-five (55) feet from the front line.

4. No structure of a temporary character, mobile home, trailers, basement, shack, garage, barn or other outbuilding shall be used on any lot or lots, at any time, as a residence, either temporarily or permanently nor shall any residence being constructed be used as temporary living quarters until the same shall be fully enclosed.

5. No garden sheds or storage buildings shall be erected except (a) behind house structure; (b) within all setback and easement lines; and (c) such sheds or storage buildings may be no larger than two hundred (200) square feet.

6. No motor home or mobile camping equipment of any kind shall be placed in this subdivision, either temporarily or permanently, unless the same is kept stored in a garage.

7. Boats, as defined herein, may be stored outside if properly covered, but may not be stored further forward than the main body of the house. Boats must be within side setback lines and easements and be placed on a concrete pad and cannot exceed in total length, including bumpers and hitch, twenty (20) feet.

8. All construction of homes must be of "conventional" construction. No modular or mobile home type structures will be permitted.

9. No business shall be conducted on or from any lot. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents of the neighborhood.

10. No outdoor toilets shall be located on any lot excepting only those for the temporary use of workmen during original construction. All sanitary facilities shall be connected with the municipal sewer system of the City of Gas City, Indiana.

11. No well and water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the standards and requirement which are substantially equal to or exceed the minimum requirements for such systems as laid down by the Indiana State Board of Health.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets can be kept provided that they do not create a neighborhood nuisance.

13. Trash, rubbish or unsightly accumulation or debris or other waste shall not be kept, maintained or permitted to remain upon any lot or lots; and all equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No trash burning shall be permitted.

14. No billboards or other advertising device or devices shall ever be placed or permitted on any residential lot or lots in the subdivision, excepting "for rent" and "for sale" signs of not more than five (5) square feet; provided that this covenant shall not prevent displaying building permits or licenses that may be required by law.

15. No fences shall be constructed closer to the front lot line or side street line or side of the property than the building line. However, decorative fencing for garden areas and corner plantings shall be permissible if height does not exceed thirty-six (36) inches.

16. These restrictive and protective covenants or any part thereof may be amended or supplemented by PAUL E. TURNER, or his representatives, assigns and successors, as to any part of the subdivision then owned by them or their assigns and successors, if necessary to make the restrictive covenants conform to any law, ordinance, rule, regulation, judgment, court order or decision, or to the requirements of home financing agencies of any character; provided, said covenants shall not be less restrictive than those which are made to apply to this subdivision as herein contained.

17. If the parties hereto or any of them or their representatives, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.


18: Invalidation or modification of anyone or part of one of these covenants by any law, ordinance, regulation, judgment or court order in no way shall effect any of the other provisions which shall remain in full force and effect.

ARTICLE IV
GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the Court shall be assessable against and payable by any persons violating the terms contained herein.

Section 2. Plat. The Plat setting forth the layout, location, and dimensions of the Lots, easements, streets and the Property is incorporated into this Declaration by reference, and has been filed in the Office of the Recorder of Grant County, Indiana, in Plat Micro _____, Page _____, as of July 23, 2003.

IN WITNESS WHEREOF, the said PAUL E. TURNER has caused this instrument to be duly signed and sealed this 10th day of September, 2003.


PAUL E. TURNER

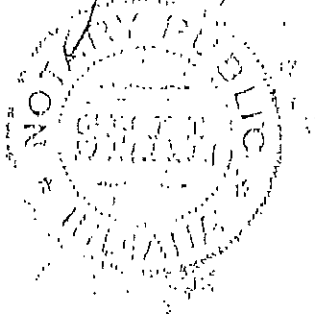
STATE OF INDIANA)
)SS:
COUNTY OF GRANT)

Before me, a Notary Public, in and for said county and state, personally appeared PAUL E. TURNER, and acknowledged the execution of the above and foregoing Declaration of Restrictive and Protective Covenants to be his duly authorized free and voluntary act and deed.

Witness my hand and notarial seal this 10th day of September, 2003.

My Commission Expires:

Nov 8, 2010



Jane Ann Taylor
Notary Public

Jane Ann Taylor
Printed Name
Resident of Grant County, IN

This instrument prepared by Herbert A. Spitzer, Jr., Attorney at Law, of the Law Firm of SPITZER HERRIMAN STEPHENSON HOLDERREAD MUSSER & CONNER, LLP, 122 East Fourth Street, P. O. Box 927, Marion, Indiana 46952.