

## DEDICATION, PROTECTIVE RESTRICTION, COVENANT AND EASEMENTS AS PART OF THE PLAT OF GREENFIELD FARMS SUBDIVISION - SECTION 1, BLUFFTON, INDIANA

The undersigned, Biggs, Inc., owners of the real-estate know as GreenField Farms Subdivision Section 1, do now and hereby cause said real estate to be platted into lots, streets and easements in accordance with the plan and plat attached thereto, subject to the covenants, restrictions and limitations hereinafter set forth. The provisions herein contained are for the mutual benefit and protection of the owners and occupiers, present and future, of any and all lots in said addition and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners and occupiers of any lot or lots in the addition and their successors, grantees and assigns. The owners and occupiers, present and future, of any lot or lots in the addition shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also to damages for any injury resulting from any violation thereof, but there shall be no right of reversion, re-entry or forfeiture of title resulting from any violation. Lot Owners are informed that this is the first of several sections of a larger and similar type subdivision and these covenants will be modified to include the new sections as a part of the GreenField Farms Community Association.

1. **Land Use** - All lots shall be used for Residential purposes. No building (except for accessory storage buildings) shall be erected, altered, placed or permitted to remain on any lot other than single family dwellings not to exceed two stories in height.
2. **Dwelling Size** - No dwelling constructed on the tract or parcel shall have a minimum ground area, exclusive of open porches, breezeways and garages of less than 950 square feet for a one-story dwelling or 720 square feet for more than one story dwelling.
3. **Garages** - Each house shall include at least a one-car garage that shall be built as a part of said structure and attached thereto.
4. **Driveway** - All driveways from the street to the garage shall be concrete with a minimum width of 10 feet.
5. **Street Lighting & Security** - Each lot when improved will have one electrical post light fixture installed approximately 3' from the front property line. This fixture is for street lighting and security and shall have a dusk to dawn switch. All lot and homeowners shall keep the fixture equipped with a live bulb.
6. **Livestock and Poultry** - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
7. **Garbage and Refuse Disposal** - No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers.

All trash, garbage or other wastes shall be disposed of through an off-site waste handler. No incineration, burial or other form of on-site method will be permitted.

8. **Fuel Storage Tanks** - No fuel storage tanks shall either be placed underground or concealed within the dwelling, garage or fence. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any lots in this addition.
9. **Utility Easements** - All utility easements are dedicated on the plat shall be kept free of all permanent structure and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form.
10. **Nuisances** - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The lots may not be used for any business purpose not permitted by the City of Bluffton Zoning Ordinance.
11. **No Structure** - No structure of a temporary character, camper or camping trailer, motor home, travel trailer, semi-tractor, basement, tent, shack or manufactured home (modular or mobile) shall be used or located on any lot for use as a residence, either temporarily or permanently.
12. **Storage of Equipment** - No boat, boat trailer, motor home, camping or other trailers, semi-tractor, or other machinery or equipment of any kind shall be kept on any lot for more than 24 hours, except within a completely enclosed building.
13. **Agricultural Waiver** - Owners of said lots and their successors in title are on notice and understand that this subdivision is in an agricultural area and that farming operations, to include livestock operations, will be practiced in the area of the subdivision. With this understanding all owners of the lots in this subdivision forego their rights to bring claims against any farmers in the area who are practicing normal, reasonable and necessary farming and livestock operations.
14. **Signs** - No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent and signs used by the builder to advertise the property during the construction and sale period. The developer may construct a sign or signs naming and advertising the subdivision.
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15. **Community Association** - The Developers shall cause to be incorporated GreenField Farms Community Association, Inc., a not for profit association. Only one such association shall be recognized and approved by the Developers.
  - A. **Membership** - One membership shall be created for each lot or living unit planned in the addition. Membership shall be comprised of owners of lots in all sections of GreenField Farms.

**B. Membership Transfer** - Memberships will transfer from the Developer to his grantee upon delivery of the deed.

**C. Continuing Membership** - The purchaser of any lot or living unit in the addition shall be a member of said Association and shall continue to be a member of said Association so long as he/she continues to be the owner of a lot or living unit in the addition for the purposes herein mentioned. Membership shall pass with the ownership of the land or living unit.

**D. Transfer of Membership Rights and Privileges To Lease** - Each owner or in lieu thereof each Lessee of a living unit (with the written consent of such owner to the Association) shall be a member of the Association and have the right to the owner's vote and privileges. Membership, where assigned to a Lessee, will pass with the lease except if the owner may withdraw his membership assignment to the Lessee at his discretion by a sixty-(60) day notice in writing to the Association.

**16. Assessments** - Developer, for each lot and/or living unit owned by its within the addition, hereby covenants, and each owner of any lot or living, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Community Association the Maintenance Fund assessments and charges, as hereinafter provided.

**A. Maintenance Fund** - The "Maintenance Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of resident of the addition and in particular, for the improvement and maintenance of the sidewalks, surface drainage system, playgrounds, and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Members of the Association in connection therewith and the complete maintenance of all storm detention areas. ¶

The amount of said Maintenance Fund Assessment is established as follows:

- I. An annual assessment fee for the calendar year starting January 1, 2000, shall be ten dollars (\$10.00) per assessable membership.
- II. For each year thereafter, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine the annual membership assessment required to meet said budget. Such budget and assessment for each such calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31<sup>st</sup> of each preceding calendar year. The Board of Directors shall then mail to all Association members a copy of said budget and notice of the ensuing year's assessment not later than November 15<sup>th</sup> of the year prior to the year to which the assessment is applicable.

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III. The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31<sup>st</sup> of the year prior to the year to which the assessment is applicable. Upon receipt, prior to November 30<sup>th</sup>, of a written petition for assessment review bearing the signatures of at least twenty percent (20%) of the memberships of the Association. The President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.

IV. Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the association who are voting in person or by proxy at a meeting duly called for such purpose. At any meeting, a quorum of not less than fifty percent (50%) of all memberships shall be required.

B. Collection - Such Maintenance Fund Assessment, together with interest thereon and costs of collection as hereafter provided shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection, shall be the personal obligation of the person or persons who was the owner of such property at the time the assessment fell due. The obligation of the assessment is upon the owner of the property or the living unit and is not transferred, even though the owner may have transferred the membership and voting rights in the Community Association, as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representative and assigns. However, the personal obligation of the then owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action. The lien of the assessments as provided for herein shall be subordinated to the lien of any mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

17. Terms - 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, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

18. **Waiver** - The failure of either the Developer or an owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver or that right or covenant..
19. **Severability** - Invalidation of any of these provision shall in no way affect any of the other provisions which shall remain in full force and effect.
20. The Association, Plattor, The Bluffton plan Commission. or any owner shall have the right to enforce, by any proceeding at law or in equiry, all restriction. conditions. covenants. reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions.
21. **Amendment** - Within twenty-five (25) years after the date on which these covenants and restrictions are recorded, they may be amended from time to time and at any time but only by an instrument signed and acknowledged by the then owners of not less than 75% of the lots in the subdivision setting out in what respect these covenants and restrictions are to be amended and recorded in the Office of the Recorder of Wells County. Indiana.
- A. In order for any amendment of these Covenants to be effective, the approval of the Plan Commission shall be required.
22. **Restrictions Separately Enforced** - Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions, which shall remain in full force and affect.
23. **Enforcement** - Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages. These covenants shall run with the land and be enforceable by the City of Bluffton, the Wells County Plan Commission or by any aggrieved lot owner in this subdivision. Failure by the Plan Commission, Association, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.
24. **Completion of Infrastructure** - Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision.
25. **"As-Built" Drawings** - The Developer shall provide a certified "As-Built" drawing of the completed infrastructure to the Plan Commission. The "As-Built" drawing shall include water mains, sanitary sewers, storm sewers and earthwork elevations for building pads and all drainage swales or pathways. The approved plans and specifications, the "As-Built" drawing and drainage swales or pathways shall run with the land and not be changed by purchasers of individual lots. The Plan Commission shall approve any changes or revisions to the plans or the "As-Built" Drawings. Enforcement of either approved or unapproved changes shall be by the Plan Commission or by any aggrieved Owner.



