

# DECLARATION OF RESTRICTIVE COVENANTS FOR THE MEADOWS OF CEDAR CREEK 171<sup>ST</sup> AVE., LOWELL, IN.

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR “THE MEADOWS OF CEDAR CREEK”, is made this 29<sup>th</sup> day of November 2006, by Three M Development, Co., Roy W Mason-president.

1. All one story residential structures with basements shall have a minimum total floor area of 1,450 sq. ft.
2. All 1 & ½ story residential structures with basements shall have a minimum total floor area of 1,600 sq. ft.
3. All quad-level, tri-level and residential structures shall have a minimum 1<sup>st</sup> floor area of 1,200 sq. ft., not including the lower levels of said structure. Lower levels may remain unfinished on quad-levels, tri-levels. Bi-levels shall have a minimum 1<sup>st</sup> floor area of 1,450 sq. ft., not including basement.
4. All 2 story residential structures with basement shall have a minimum total floor area of 1,700 sq. ft., not including basement.
5. All residential structures without a basement or on a concrete slab shall have a minimum 1<sup>st</sup> floor area 15% greater than listed above. This does not pertain to tri-level structures where portion of the structure may have a full basement.
6. The minimum floor areas do not include porches, breezeways or attached garages.
7. All residences must have attached garages; two car minimum.
8. All residences must have driveway of paving brick, blacktop, or rigid poured concrete.
9. All residences are to be site built. No modular residences.
10. No residence or structure shall be started, erected or maintained on any lot in this subdivision until the construction plans and specifications have been submitted to and approved by the Architectural Committee.
11. Fences may not be constructed in required front or side yards.
12. All residences are to be roofed with a minimum of 25 year shingles.
13. All residences are to have a 12 inch overhang unless otherwise approved by the Architectural Committee.
14. No two residential structures of the same or similar style, repeat plans, opposite or reversed plans, etc.; are to be built adjacent to or directly across the street.
15. Exterior finishes of residences are to be of vinyl, cedar, stucco, stone or brick. The Architectural Committee may grant an approval to the plan and a variance to this restriction.
16. Home construction shall be completed within 1 year after beginning of such construction.
17. These restrictions and conditions may also be enforced by the owner or owners of any lot in this subdivision by proceeding against anyone violating or attempting to violate any restriction, which proceeding may be to restrain such violation or to recover damages or both.
18. All restrictions must be met before occupancy.
19. An Architectural Committee is hereby formed, consisting of the officers of Three M Development, Co., or assigns. Prior to applying for a building permit from the Town of Lowell, a lot owner must submit two sets of detailed plans, specifications and/or detailed sheets to the Architectural Committee for review and approval. Approval shall be in writing and submitted to the Town of Lowell at the time of application for building permit.
20. The conveyance of all lots in this subdivision shall be subject to the above restrictions and conditions for a period of twenty years from the date of recording of these covenants with the Lake County Recorder.
21. The Developer may waive in whole or in part the benefits of these covenants. If such waiver is by a document duly executed by said Developer, acknowledged and recorded with the Recorder of Deeds of

- Lake Country, IN., the same shall apply to permanently waived benefits and shall be binding upon said various owners and their respective successors and assigns.
22. In the event any part of the Restrictive Covenants is construed or declared unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.
  23. This Declaration may be amended unilaterally at any time and from time to time by Developer (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans; (d) such amendments shall not be made if they adversely affect the title to any owner's lot, unless any such lot owner shall consent thereon in writing.
  24. Notwithstanding anything to the contrary herein, each owner, by accepting title to a lot in the Subdivision and becoming an owner thereof, acknowledges and agrees, that neither the Developer or any assignee of the Developer shall have any personal liability to any owner, or other person, arising under, in connection with, or resulting from (including without limitation resulting from the action or failure to act with respect to) this Declaration except, in the case of the Developer, or his assignees.
  25. Throughout this document, the masculine gender shall be deemed to include the feminine and/or neuter, the singular the plural, and vice versa, wherever required by the context.
  26. The undersigned owner of THE MEADOWS OF CEDAR CREEK Further declares, for the benefit of all persons purchasing lots in said subdivision, that all of the lots shall be sold subject to the above and foregoing restrictions.

**Three M Development, Co.**

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Roy W. Mason, President