

DECLARATION OF RESTRICTIVE COVENANTS
FOR
FARMINGTON MEADOWS PHASE II

This Declaration of Covenants, Restrictions and Easements is made this 22nd day of December, 2007, by DeMotte State Bank, not individually, but as Trustee under the provisions of that certain Trust Agreement dated January 15, 2001, and known as DeMotte State Bank Trust #140, (hereafter "Declarant") of the Real Estate platted as FARMINGTON MEADOWS PHASE II, (hereafter "Real Estate"), an Addition to Lake County, Indiana.

RECITALS

1. The Declarant is the fee simple owner of the Real Estate, which is more particularly described as follows, namely:

Lot 30, Farmington Meadows Phase One, as per plat thereof, recorded in Plat Book 99 page 92, amended by Certificate of Amendment as Doc. No. 2006 068403 and further amended by Certificate of Correction as Doc. No. 2006 081316, in the Office of the Recorder of Lake County, Indiana, and that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 33, Range 9 West of the 2nd P.M., Lake County, Indiana, except that part lying within Holiday Heights Unit No. 1, as per plat thereof, recorded in Plat Book 34 page 21, in the Office of the Recorder of Lake County, Indiana. More particularly described as follows: Commencing at the Southeast corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, said point being the POINT OF BEGINNING; thence N 88°38'13"W along the South line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 1324.10 feet to the Southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence N00°00'15"E along the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 296.16 feet to the Southwest corner of the original said Lot 30; thence N01°22'12"E along the West line of said Lot 30 a distance of 124.09 feet to the Northwest corner thereof; thence S88°37'48"E along the North line of said Lot 30 and a prolongation thereof, a distance of 191.33 feet to the East line of Farmington Meadows Phase One; thence N01°22'12"E along said East line a distance of 184.25 feet to the Northeast corner of said Farmington Meadows Phase one; thence N88°37'48"W along the North line of said Farmington Meadows Phase One a distance of 198.68 feet to the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence N00°00'15"E along said West line a distance of 327.83 feet; thence S88°37'48"E a distance of 56.02 feet; thence N00°00'15"E a distance of 131.10 feet to the Southerly line of said Holiday Heights Unit No. 1; thence along the Southerly and Westerly lines of said Holiday Heights Unit No. 1 for the following three courses: S88°37'48"E a distance of 1028.23 feet; S00°00'20"W a distance of 876.52 feet; S88°37'48"E, a distance of 239.88 feet to the East line said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, thence S00°00'20"W along said East line a distance of 186.84 feet to the POINT OF BEGINNING; containing 26.49 acres, more or less.

2. The Declarant is the fee simple owner of the Real Estate, said Subdivision to be known as FARMINGTON MEADOWS SUBDIVISION PHASE II, an Addition to Lake County, Indiana (hereafter "Farmington Meadows").

3. The Declarant seeks to place upon the Real Estate, and to promote consistent and uniform development standards in FARMINGTON MEADOWS PHASE II.
4. The Declarant seeks to place upon the Real Estate these Restrictions of Record in a recordable fashion pertaining to the development and improvement requirements concerning the Real Estate.
5. The Declarant intends by this Declaration to impose upon the Real Estate, as defined herein, mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Parcels of Property within the Real Estate and Subdivision known as FARMINGTON MEADOWS PHASE II.
6. The Declarant is further establishing these Requirements to avoid all confusion and establish clearly the intent to restrict the Real Estate for the benefit of the Real Estate and the Owners of the Real Estate, present and future, their Heirs, personal Representatives, Successors and Assigns.

COVENANTS

NOW, THEREFORE, the Declarant declares that all of the Real Estate described hereinabove is held, and shall be held, subject to the provisions of this Declaration, as covenants running with the land for the benefit of the Owners of the Real Estate, their Heirs, Personal Representatives, Successors and Assigns.

1. Construction
 - a. No manufactured housing or modular units may be used;
 - b. No unapproved builders shall be allowed to build any buildings; and
 - c. Minimum Square Footage Requirements shall exist as follows:
 - (1) All one story residential structures shall have a minimum total floor area of 1300 square feet.
 - (2) All 1 ½ story residential structures shall have a minimum total floor area of 1600 square feet.
 - (3) All quad-level, tri-level and bi-level residential structures shall have a minimum area of 1100 square feet, not including the lower levels of said structure. Lower levels may remain unfinished on quad levels, tri-levels and bi-levels.
 - (4) All 2 story residential structures shall have a minimum total area of 1700 square feet.
 - (5) The above minimum areas do not include porches, breezeways or attached garages. All dimensions are exterior dimensions.
 - (6) Front facing portions of homes shall contain 25% or more brick or stone.
 - d. Architectural Review Committee approval is required
2. No structures of a temporary character, trailer, basement, tent, shack, barn, or out-buildings shall be used on any tract in this subdivision at any time as a residence, either temporarily or permanently.
3. Garage. Two (2) car attached garage minimum.

4. Accessory Buildings. Architectural Review Committee approval is required for all such buildings.
5. Fencing. Allowed in rear yards only. No chain link fences allowed
6. Driveways. Hard Surface material (either asphalt or concrete) shall be poured or provided within one (1) year of occupancy.
7. Sidewalks. Any residence or dwelling house erected on any lot shall provide a five (5) foot public sidewalk of concrete along all street frontages and within the public right of way.
8. Landscaping. Must be completed within one (1) year of occupancy. This includes planting of 2 county acceptable trees in county designated area.
9. Kennels. Not allowed. Dogs must be fenced with invisible fencing in the front and side yards, and with non-chain link fence in rear yard.
10. Pets. Only domesticated house pets are permitted.
11. All lots are required to be kept clean and sightly.
12. No noxious or offensive activity is permitted.
13. Re-Subdivision. There shall be no re-subdividing of any lots in this subdivision by any owner, except for the original developer.
14. Roofs. All Housing Structures shall have a Minimum of 5/12 Pitch, and no "3" tab shingles are allowed.
15. Storage. No recreational vehicle (motor home, trailer, boat, camper, etc.) shall be permitted to be parked on any front or side yard anywhere in the subdivision for more than 72 hours unless in a garage.
16. Parking restrictions. No carport, driveway, parking area, or lawn which may be in front of or adjacent to, or part of any lot, may be used as a parking area for commercial vehicles. Commercial vehicles shall be described as all trucks one and a half (1 1/2) ton or larger.
17. Right of Ways. Adjacent property owners must maintain grass right of ways.
18. Vegetation. An owner shall not permit the growth of weeds and volunteer trees and bushes on his or her lot, and shall keep said lot reasonably clear from such unsightly growth at all times.
19. Construction Time. Construction on each lot on the property must be completed by the then current owner on or before the third anniversary of the date of the initial deed from Declarant to the initial owner of such lot ("Deadline"). "Completed" for the purposes of this Declaration shall mean the date on which a Certificate of Occupancy (or its equivalent) has been issued by the Lake County Plan Commission. If construction is not completed on any particular lot on or before the Deadline, the

Declarant is entitled to record a lien against such lot in an amount equal to \$2,500 plus costs of collection including, but not limited to, attorney fees related to collection. Such lien will be valid and enforceable against such lot, the initial owner of such lot and any subsequent owner of such lot.

20. Non-Liability of Declarant for Drainage. Declarant shall not have any liability to an owner or to any other person or corporation with respect to drainage on, over or under a lot. Such drainage shall be the responsibility of the owner of the lot upon which a residence is constructed and of the builder of such residence. An owner, by an acceptance of a deed to a lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder, and no duty of or warranty by Declarant shall be implied by or inferred from any term or provision of this Declaration.
21. Compliance with Erosion Control.
 - a. Lots must be seeded within ninety (90) days of issuance of Certificate of Occupancy (weather permitting). Furthermore, all owners of record shall be responsible for Erosion Control maintenance of their lot from date of contract sale.
22. Term. These covenants are to run with the land and shall be binding upon all lots, the owners thereof, 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 Seventy-five percent (75%) of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that such agreement shall only be affected if made and recorded one (1) year prior to the effective date of such change.
23. Enforcement. In addition to any other legal rights, the owner, or owners, present or future, of any land or lot included in the Subdivision, shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the Covenants set forth herein, or any of them, in addition to the right to bring an ordinary legal action for damages. In no event shall the failure to enforce any violation of the Covenants set forth herein be deemed to be a waiver of the right to do so as to any similar or other violation hereof.
24. Severability. Invalidation of any one (1) of these covenants by Judgment or Court Order shall in no way affect any of the other provisions that shall remain in full force and effect.
25. Throughout this document, the masculine gender shall be deemed to include the feminine and/or the neuter, the singular and the plural, and vice versa, wherever required by the context.
26. The undersigned owner of FARMINGTON MEADOWS PHASE II further declares, for the benefit of all persons purchasing lots in said FARMINGTON MEADOWS PHASE II, that all of said lots shall be sold and utilized subject to the above and foregoing restrictions.

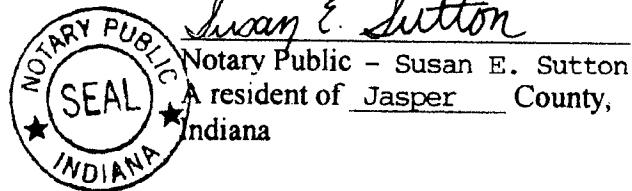
DEMOTTE STATE BANK, not
Individually but as Trustee of Trust
#140

By: Barbara A. Campbell
Barbara A. Campbell,
Trust Officer, not Individually, but
as Trustee for DeMotte State Bank
Trust #140

Before me, a Notary Public, in and for said County and State, this 22 day of December, 2007, personally appeared as Trust Officer of DeMotte State Bank, for and on behalf of DeMotte State Bank, not Individually, but as Trustee, under the provisions of that certain Trust Agreement dated January 15, 2001, and known as DeMotte State Bank Trust #140, and acknowledged execution of the above and foregoing Instrument to be his free and voluntary act and deed for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 22 day of December, 2007.
My Commission Expires: 1-1-11

9/4/2009



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SECOND AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR FARMINGTON MEADOWS PHASE II

This Second Amended Declaration of Restrictive Covenants for Farmington Meadows Phase II ("Amendment") is made this 13th day of September, 2023, by FMP II, LLC ("Declarant") of the Real Estate platted as Farmington Meadows Phase II ("Real Estate"), an Addition to Lake County, Indiana.

Recitals

1. The Declarant is the fee simple owner of the Real Estate, which is more particularly described as follows, namely:

Lots 30-71 inclusive in Farmington Meadows-Phase Two, as per plat thereof, recorded in Plat Book 102 page 42 in the Office of the Recorder of Lake County, Indiana.

2. The Declarant desires to amend the Declaration of Restrictive Covenants for Farmington Meadows Phase II dated December 22, 2007 filed with the Lake County Recorder on January 18, 2008 as Instrument No.: 2008 004740 ("Covenants").

3. The Declarant desires to delete from the Covenants Paragraph 1(c)(6) which states, "Front facing portions of homes shall contain 25% or more brick or stone". 1(c)(6) shall be deleted in its entirety and not be replaced with any modified covenant or amendment thereto.

4. A Scribner's error of the Declarant's name was identified in Amendment to Declaration of Restrictive Covenants for Farmington Meadows Phase II incorrectly as FNP II, LLC and should have been FMP II, LLC.

5. The undersigned owner of Farmington Meadows Phase II, clearly for the benefit of all lots in said Farmington Meadows Phase II, that all of said lots shall be sold and utilized subject to this Amendment and the remaining covenants and restrictions in the Declarations of Restrictive Covenants of Farmington Meadows Phase II filed under Instrument No. 2008 004740 in the Lake County Recorder's Office.

GINA PIMENTEL
RECORDER

2023-026896

FMP II, LLC

STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

10:39 AM 2023 Sep 14

By:



Name: David Woodward

Title: Member

FILED

SEP 14 2023

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

25-8034
RN

COUNTY OF LAKE, STATE OF INDIANA - SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 12 day of September, 2023, personally appeared: David E. Woodward, Member of FMP II, LLC and acknowledged the execution of the foregoing instrument as his voluntary act for the purposes stated therein. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



My commission expires: June 22, 2024

Signature: Debra L. K. Woodward

Resident of Lake County Printed: David E. Woodward, Notary Public

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



David E. Woodward

This instrument prepared by: David E. Woodward, Attorney No. 15299-45, 200 East 90th Drive, Merrillville, Indiana 46410