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MARY BETH WISNIEWSKI

ST. JOSEPH COUNTY

RECORDER

PGS: 11 FEES: 25.00



PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS AND EASEMENTS

For

PRAIRIE LANE ESTATES ADDITION, Phase II, dated December 20, 1976 and recorded December 21, 1976 as Document No. Book 303 Page 114-120: Lots 41-48, 77-103, 121-129

In

St. Joseph County, Indiana

1. PURPOSE AND POWER OF THIS DOCUMENT. All the Lots in this subdivision (hereinafter sometimes referred to as "Prairie Lane Estates" or "this subdivision") shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges (also referred to as "Covenants") set forth in this document. These covenants shall be considered a part of the conveyance of any lot in this subdivision. The provisions contained in this document are for the mutual benefit and protection of the owners, present or future, of any and all lots in this subdivision; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in this subdivision.

2. DEFINITIONS. As used in this document:

(A) *PLEHA* means Prairie Lane Estates Homeowners Association, its successors or assigns.

(B) *Board* means the Board of the PLEHA.

(C) *Owner* means the record owner or owners of a Lot.

(D) *PLEACC* means the Prairie Lane Estates Architectural Control Committee.

(E) *Lot(s)* means a lot or lots listed in the above noted legal description of Prairie Lane Estates.

(F) *Covenants* mean the protective restrictions, covenants and easements for Prairie Lane Estates.

(G) *Plat* means the recorded plat of Prairie Lane Estates, which is completely described at the beginning of this document.

(H) *Dwelling* means any single-family residence situated upon a Lot.

(I) *Single-Family Residence* means a Dwelling within which resides a single family as defined within the St. Joseph County Zoning Ordinance, as may be amended from time to time.

(J) *Structure* means anything, other than a Dwelling as herein defined, constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground.

(K) *Common Area* means a property area within Prairie Lane Estates that is owned solely by the association.

3. HOMEOWNERS ASSOCIATION. The official name of the organization is Prairie Lane Estates Homeowners Association, Inc. (PLEHA). This corporation exists to promote the general welfare of the property owners in Prairie Lane Estates and Prairie Lane West, to promote an attractive neighborhood appearance and may engage in other activities that may benefit the public at large or qualify the association as a not-for-profit corporation or association, as defined in the Internal Revenue Code. PLEHA is a joint homeowners association for Prairie Lane Estates and Prairie Lane West. The Board shall be comprised of members from Prairie Lane Estates or Prairie Lane West. There shall be no requirement that each section be represented on the Board. The Board members could be from one or both sections. PLEHA owns Klinedinst Park for use by all Lot Owners in Prairie Lane Estates and Prairie Lane West as a common area, and have authority to restrict use to non-residents of Prairie Lane Estates and Prairie Lane West.

(A) Voting Rights. Each Owner of a Lot in Prairie Lane Estates and Prairie Lane West shall be a member of the PLEHA and shall be entitled to cast one vote at all meetings of the association, for each Lot that is owned.

(B) Purpose. The PLEHA is to manage and to support financially all areas of the park, all subdivision entrances, and all other purposes the membership shall deem necessary.

(C) Meetings. The PLEHA shall conduct a meeting at least once each year to organize itself and to elect its officers.

(D) By-Laws. The PLEHA shall adopt By-Laws for its governance.

(E) Dues and Assessments. The PLEHA may levy and collect any dues, assessments and special assessments, as it deems necessary. Those dues and assessments shall be levied equally on each Lot.

(F) Collection of Fees. Failure to pay the annual dues, assessments or special assessments, shall be a violation of these covenants and restrictions. Each year, the Association shall bill the Owner of each Lot for assessments or annual dues. These are due and shall be paid on or before the due date set forth on the annual dues statement, which shall be no sooner than thirty (30) days after the date the invoice is mailed. All Dwellings shall be subject to the annual dues and assessments. Until they are paid in full, these dues and assessments shall be a lien in favor of the PLEHA upon the Lot against which it is charged. Any person buying or dealing with a Lot may rely upon a certificate signed by the President, Secretary, or Treasurer of the PLEHA showing the amount of dues or assessments unpaid as of the date of the certificate. The lien of the PLEHA is subordinate to any first mortgage lien. Any delinquent dues, assessments, or other charges assessed by the PLEHA shall be subject to a late fee, determined by the PLEHA. If any attorney is hired to collect any past due charges assessable under this paragraph, the Lot Owner shall also be liable for all costs of collection, including reasonable attorney's fees.

4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee (PLEACC) shall consist of three (3) members in good standing of the PLEHA appointed by the Board. The PLEACC may designate any one of its members to act on its behalf. In the event of any vacancy on the PLEACC, the Board shall appoint a replacement. The PLEACC shall have the authority and power to approve all plans and specifications for all structures to be erected, and all additions or alterations to existing structures in the subdivision. The PLEACC shall also have the authority and power to enforce the covenants and restrictions herein by due process of the law. If an owner wishes to appeal the determination of the PLEACC, he or she may appeal to the full Board. However, the decision of the full Board shall be final.

5. ARCHITECTURAL CONTROL. No building shall be erected, constructed, placed or altered on any Lot, nor shall the topography or drainage of any Lot be altered until the construction plans of the structure or the topographical alterations have been approved by the PLEACC. Committee approval or disapproval as required in these covenants shall be in writing. The plans must show floor plan, conformity and harmony of external design with existing structures, and location with respect to Lot lines, topography, and finished grade elevations. No changes in approved plans can be made without prior written consent of the PLEACC. In addition, PLEACC may require a survey, at Lot Owners expense, for certain projects in which property lines or easements may be an issue.

6. LIABILITY OF PLEACC AND PLEHA. Neither the PLEACC nor any member of the Committee, nor any of their respective heirs, personal representatives, successors, or assigns, shall be liable to anyone submitting plans for approval by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans; nor shall they or any of them be responsible or liable for any structural defects in such plan or any building or structure erected according to such plans or drainage problems resulting therefrom. All people or entities that submit plans to the PLEACC agree, by submission of such plans, that they will not bring any action or suit against the PLEACC or PLEHA to act or to recover any damages or to require PLEACC or PLEHA to take, or to refrain from taking, any action until such time as the PLEACC has made a determination and the grievance resolution procedure in Section 35 has been completed. The PLEACC shall make a determination on all submissions within forty-five (45) days. No construction of any structure shall be started until the PLEACC has issued its written approval.

7. LOTS RESTRICTED TO PRIVATE RESIDENTIAL USE. All lots in the said subdivision are restricted to private residences and shall not be improved, used or occupied for other than private single-family residence purposes, except that if a person(s) owns more than one (1) lot in the said subdivision, nothing contained herein shall require that person(s) to place a residence on the second or other lot.

8. SETBACKS. No Dwelling or Structure shall be erected nearer than the recorded building setback lines to the front lot line nor nearer the side line than is allowed by St. Joseph County restrictions on the side lot line. These line restrictions also apply to the garage. If this owner of one Lot, however, shall purchase a second lot, and the second lot purchased adjoins the first, he may construct a Dwelling on both said lots, and the restrictions herein set out shall govern the said lots as a unit, and he may not thereafter sell any part of the said tract.

9. COMPLETION OF DWELLINGS. Construction of a Dwelling shall be by recognized contractor(s) or by the lot owner(s). The construction of any Dwelling shall be completed within one (1) year after construction has commenced unless a variance from this building requirement shall have been approved in writing by the Prairie Lane Estates Architectural Control Committee.

10. MINIMUM SQUARE FOOTAGES OF DWELLINGS. The floor area of the main structure of a dwelling exclusive of garages and open porches shall not be less than:

(A) 1,200 square feet, if a single story building, nor less than

(B) 1,500 square feet, if a Tri-level building, nor less than

(C) 2,200 square feet, if a Bi-level building, nor less than

(D) 1,800 square feet, if a Two story building.

11. MATERIALS. All buildings shall be constructed of new material only. Structures with cement block exteriors, including structures with cement block foundations above grade, shall be prohibited unless expressly approved in writing by the Architectural Control Committee. Roll Roofing is expressly prohibited.

12. GARAGES. All Dwellings will have a full-size attached garage of sufficient size or a minimum of 20 ft. x 20 ft. which is capable of storing at least two (2) automobiles but not to exceed three (3) automobiles.

13. FINISHED GRADE AND GRASS. All lots shall have finished grading and planting with grass seed or sod in the front, side and rear yards of the building within five (5) months of occupancy of said residence. If a septic system fails and needs to be replaced on said lot, the grading and seed or sod shall be completed within three (3) months of completion of the septic system, weather permitting.

14. DRIVEWAYS. Driveways on said Lot are the only exterior location on which a motorized vehicle may be parked. No stone, cinder, black sealer or asphalt driveways shall be permitted. All driveways are to be a minimum of sixteen (16) feet wide and must be constructed of concrete. Concrete driveways shall be at least four (4) inches thick. Circular drive in front of homes, if any, must be a minimum of nine (9) feet wide. Existing asphalt driveways must be the depth of three (3) inches thick. No new asphalt driveways may be constructed. Any new or replacement driveways must be constructed of concrete.

15. FENCES. Fences not exceeding six (6) feet in height may be constructed provided they do not extend forward on said lot beyond the front foundation lines of the constructed main Dwelling; but this is not to be construed to prohibit the planting or maintenance of hedges, shrubbery, or trees. For Lots around Fawn Lake, the only fencing permitted shall be a chain link fence, not to exceed four (4) feet in height. All fences shall be kept in good repair by the Lot

Owner. Invisible electronic fences designed to restrict the movement of animals are expressly permitted.

16. GRANDFATHER CLAUSE. Any design change (past, present or future) to a Structure, Dwelling or Lot, including, without limitation, fencing, storage structures, recreational equipment, pools and other architectural controls, that is not temporary in nature and was approved, in writing, or identified as being in compliance with the then existing Covenants, is hereby considered in compliance with current or future Covenants; provided, however, the item identified in the design change is kept in proper repair and appearance. If the item is to be replaced and is not otherwise prohibited by the current Covenants, the replacement must adhere to the current guidelines adopted and in force by the PLEHA at the time of replacement.

17. SIGHT DISTANCES AT INTERSECTIONS. No fence, wall, hedge, sign, shrub planting or any other object shall at any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from an intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be placed within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. SWALES AND DITCHES. Roadside standard ditches, or swales, whether adjacent to roads or along or near property lines for drainage purposes shall be constructed in accordance with St. Joseph County specifications, and any amendments thereto, and such ditches or swales shall not be filled in. Where required by the County Highway Department culverts shall be installed and maintained and kept clear by the homeowner so as to allow the free flow of surface water.

19. DETACHED STRUCTURES. The construction and placement of any detached Structures to be used for storage of lawn tools, toys, swimming pool apparatus, or any other personal property must have plans submitted to and approved by the PLEACC before construction begins. All detached Structures must be of quality construction and must be maintained in attractive and neat appearance and match the décor of the present house. No Structure shall be erected on any lot in this subdivision with an outside square foot area of more than one-hundred and twenty (120) square feet and any such Structures erected shall be erected on the rear one-half of any said Lot. Any dog house or other pet structure must have one wall within ten (10) feet of the rear wall of the Dwelling. Any detached Structures on any Lot shall be completed within six (6) months from the time said construction is started.

20. MOBILE AND TEMPORARY STRUCTURES. No structure shall be moved onto any Lot. No mobile nor modular homes shall be permitted. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently.

21. POST LIGHTS. Each property owner who has a Dwelling erected on said Lot must install an approved dusk to dawn post light. Each post light must be equipped with an automatic sensor or an automated timer to provide adequate illumination from dusk to dawn. It is the

responsibility of the Owner to assure that the light is functioning during those hours.

22. SIGNS. No billboard or advertising sign shall be erected or maintained anywhere on any Lot or in the window or doors of the Dwelling; except for school participation signs, security signs, and for advertising the property for sale. No signs can be more than three (3) feet square. One (1) commercial sign can be temporarily displayed in the yard for the duration of the work being done. No signs are permitted at any entrances to the subdivision due to St Joseph County Ordinance.

23. SWIMMING POOLS AND HOT TUBS. Swimming pool plans must be submitted and approved in writing by the PLEACC before construction begins. No above-ground pools shall be permitted. Fencing around swimming pools is required and should be installed in accordance with state and local laws and must be approved in writing by the PLEACC. Hot tubs are permitted as long as they are located near the rear of the Dwelling and not visible from the street.

24. RECREATIONAL EQUIPMENT. Basketball hoops may be installed in driveways and other recreational nets (soccer nets, trampolines, etc) of a temporary nature and playground equipment are permitted in back yards. Temporary or portable basketball courts located on streets or in cul-de-sacs or in the right-of-way of any public street are a safety hazard and are prohibited.

25. SATELLITE DISHES AND TOWERS. Each Lot Owner may have on his property no more than one (1) satellite dish for electronic signal reception. No TV towers, CS tower antennas, or windmills are permitted.

26. ANIMALS AND PETS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Dogs, cats or other usual household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and are not permitted to become a neighborhood nuisance or hazard in any manner. Dogs must be kept on a leash, a lead, contained by a fence or an invisible electric fence. The owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet, and assure that such pet does not create any unreasonable disturbance. Pet owners shall comply with all state and local laws concerning such pets.

27. SEWER-SEPTIC SYSTEMS. Until such time as a sanitary sewer system is constructed in the subdivision, or an individual sewage disposal system is approved by the Indiana Health Department, a sanitary septic system shall be installed for each Dwelling erected in the subdivision, and shall comply with all health and sanitary regulations of St. Joseph County, Indiana. No other sanitary provision or device for sewage disposal, whether temporary or permanent, shall be installed or permitted to remain in the subdivision.

28. VEHICLE STORAGE. No house trailers, trucks larger than one (1) ton, or other offensive objects shall be parked or located either temporarily or permanently on any Lot at any time. Recreational vehicles, (motor homes, campers, trailers of any kind, trucks, boats and other water craft, golf carts, ATV's, or snowmobiles) shall be parked only in enclosed garages, however, motor homes, campers and boats are allowed for up to 48 hours for clean up and preparation.

Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted within the subdivision except within enclosed garages. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed at the expense of the Lot Owner. All motorized recreational and utility vehicles are prohibited on all common areas.

29. OFFENSIVE ACTIVITY AND NUISANCES. No noxious, offensive, or illegal activity shall be carried on upon any Lot or the common areas of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including, but not limited to the repair of motor vehicles. Lots, Dwellings and Structures shall be properly maintained and kept in good repair and all trash, garbage and lawn waste must be kept only in sanitary containers and shall be properly disposed of in a timely manner. The premises shall not be used in any way or for any purposes that may endanger the health or unreasonably disrupt the quiet of any holder of adjoining land.

30. MAINTENANCE OF LOTS. Each Lot Owner shall at all times maintain its Lot and any improvement situated thereon in such a manner as to prevent the Lot or improvement from becoming unsightly. Specifically, such Lot Owner shall:

(A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. In no event shall the lawn turf on any Lot exceed the lesser of six (6) inches or the maximum height permitted by any applicable statute or ordinance.

(B) Maintain the landscaping on a regular basis.

(C) Remove all rubbish, weeds, ashes, dead trees and shrubs, tree trimmings, and lawn debris.

31. DURATION OF COVENANTS. The covenants shall remain in effect until revoked or amended.

32. AMENDMENTS OF COVENANTS. These covenants may be revoked or amended at any time by a vote of sixty-seven percent (67%) of the Lot Owners. Any amendments or revocation must be duly recorded.

33. SEPARABILITY OF COVENANTS. Invalidation of any one covenant by judgment of a court of competent jurisdiction shall in no way affect any other covenant.

34. ENFORCEMENT OF COVENANTS. If any person or persons violates or attempts to violate any of these covenants, it shall be lawful for the PLEHA to proceed either in law or in equity against such person or persons violating or attempting to violate these covenants. If the PLEHA employs an attorney to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including the attorney's fees, shall be paid by the Owner of the Lot against whom enforcement is sought. The PLEHA shall have a lien upon the lot(s) to secure such Lot Owner's payment of all such costs, including reasonable attorney's fees and collection

costs, if applicable.

35. GRIEVANCE RESOLUTION. The Board of Directors of PLEHA shall establish a Compliance Committee to receive, investigate, process and resolve alleged violations of these covenants and the Code of By-Laws of Prairie Lane Estates Homeowner's Association. The Compliance Committee shall consist of the members of the PLEACC, the President of PLEHA and either 1 or 2 members of the Board of Directors, or a Lot Owner appointed by the Board of Directors, in order to achieve an odd number of members for the committee.

(A) DUTIES. The Compliance Committee shall establish and enforce a uniform grievance resolution procedure applicable to all members of PLEHA, including its Board of Directors, to resolve alleged violations of the Covenants and PLEHA By-Laws. The Compliance Committee shall establish procedures to receive and investigate complaints and alleged violations, provide notice of violation and a chance to cure the alleged violation to the affected Owner(s), and shall provide a forum for the alleged violator to present evidence in favor of his or her position. The Compliance Committee may also establish penalties for failure to comply with the Covenants and By-Laws. Such penalties may include reasonable fines, suspension of the right to use recreational facilities or, if not in conflict with other provisions of the covenants or by-laws, suspension of voting privileges.

(B) GRIEVANCE RESOLUTION PROCEDURE. The Compliance Committee shall establish and enforce a grievance resolution that complies with the following standards:

(1) Upon receipt of notice of an alleged violation, the Compliance Committee shall investigate the complaint and determine if a violation of the By-Laws or Covenants has occurred, or is occurring, or whether it is simply an inconvenience to the complainant. If the Compliance Committee determines no violation has occurred or is occurring, the Compliance Committee shall send written notice to the complainant informing the complainant there is no violation.

(2) If the Compliance Committee determines a violation has occurred, or is occurring, the Compliance Committee shall provide written notice, sent by certified mail, return receipt requested, or such other method of notice is provided for in the By-Laws, to the Lot Owner describing the nature of the violation and providing for a cure period of no less than fourteen (14) days. In addition, the Compliance Committee will discuss the violation with the PLEHA Board of Directors.

(3) Should the violation continue past the expiration of the initial cure period, the Compliance Committee will send a second notice to the Lot Owner. If the violation has not been resolved after the cure period of the second notice, the PLEHA Board of Directors will contact an attorney to resolve the violation. All costs associated with the enforcement of these Covenants against an Owner who has violated the Covenants shall be charged against the Owner found to have violated the Covenants. Costs of enforcement chargeable to an Owner include, but are not limited to attorney's fees, court costs, the cost of having a contractor remove, replace, or otherwise remedy a breach of these Covenants.




36. EFFECTIVE DATE. These Covenants shall be effective upon being recorded in the office of the Recorder of St. Joseph County, Indiana.

The undersigned certifies that she is the duly elected Secretary of the Prairie Lane Estates Homeowner's Association, Inc; that Prairie Lane Estates Addition, Phase II has 44 Lots, that at least seventy-five percent (75%) of Lot Owners in good standing voted in favor of the foregoing amended Protective Restrictions, Covenants, Limitations, and Easements and nominated him/her/their proxy to sign this certification.

Dated this 9 day of July, 2018.

  
\_\_\_\_\_  
Dorie Erickson, Secretary

  
\_\_\_\_\_  
Jeff Erickson, President

  
\_\_\_\_\_  
T. Steven Jones, Vice President

  
\_\_\_\_\_  
Rod A. Arnold, Treasurer

STATE OF INDIANA  
COUNTY OF ST. JOSEPH

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dorie Erickson, known to me to be the duly nominated Secretary of Prairie Lane Estates Homeowners Association, Inc., who being first duly sworn, subscribed, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 9 day of July, 2018

  
Notary Public

A resident of St. Joseph County, Indiana

My commission expires:

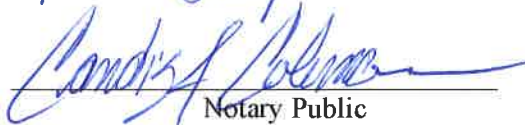
03 March 2024



STATE OF INDIANA  
COUNTY OF ST. JOSEPH

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeff Erickson, known to me to be the duly nominated President of Prairie Lane Estates Homeowners Association, Inc., who being first duly sworn, subscribed, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 9 day of July, 2018

  
Notary Public

A resident of St. Joseph County, Indiana

My commission expires:

03 March 2024

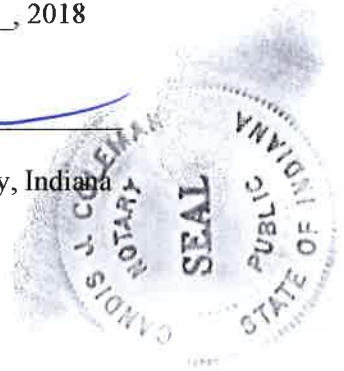


STATE OF INDIANA  
COUNTY OF ST. JOSEPH

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared T. Steven Jones, known to me to be the duly nominated Vice President of Prairie Lane Estates Homeowners Association, Inc., who being first duly sworn, subscribed, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 9 day of July, 2018

Candis A. Coleman  
Notary Public  
A resident of St. Joseph County, Indiana



My commission expires:  
03 March 2024

STATE OF INDIANA  
COUNTY OF ST. JOSEPH

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rod A. Arnold, known to me to be the duly nominated Treasurer of Prairie Lane Estates Homeowners Association Inc., who being first duly sworn, subscribed, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 9 day of July, 2018

Candis A. Coleman  
Notary Public  
A resident of St. Joseph County, Indiana



My commission expires:  
03 March 2024

*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.*

Donie Erickson

Prepared by: Donie Erickson