NAME OF TAXABLE PROPERTY.

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## RESTRICTIONS AND PROTECTIVE COVENANTS Planned Unit Development - Residential

merein, do hereby lay off, plat an accordance with the within plat. he real estate and subdivide, shown shown and described said real estate in

- plat as Acres are Section O Fh ction I. All streets, roadways hereby dedicated to the public the lots in said subdivision. This subdivision shall be known and designated as and drives and are signated as Collett es as shown on said for the use of the
- constructed in such a manner Luar maintained on said building line building line 9 Building said plat and a manner that no structure and setback the front lines 0 H between building are hereby the shall lines street established эd are erected S the e H 90
- owners shall take their titles subject to the rights utilities and subject to the rights of the owners of through said drainage ways/swales. maintained upon the said utility maintained by in this adjacent ways/swales easements, reserved for the public utility companies, for the lines, ducts, gas or water mains and lines. subdivision. lands is not obstructed or hindered in its flow for the adjoining owner such that the water shown water on runoff, said utility plat and or laterals and sewer. or hindered in its flow into or No permanent structure shall be and/or drainage strips. All ect to the rights of the public said are ways/swales are reserved said plat are installation of the other lots ឧន runoff from drainage Drainage Ö ğ
- character shall be erected, altered, said lots. NO O mercantile 9 business establishment of any kind or permitted or maintained on any
- on permanent foundations are not allowed. a permanent foundation, must be wood or w covered with siding matching the existing thereby created. A garage, if any, shall dwelling; detached garages or other permanent thereof may . No more There shall be sold to any adjoining owner, in parcels, created. No be no subdivision than one except a portion or portions of any unimproved joining owner, as long as no new lot is dwelling wood or wood existing home. any, shall be placed upon any of any lot or lots, nor shall as long Any storage barn, composition siding or aq d detached structures attached lots, nor Ö not sale one the ខ្ព

- approved regulation shingle. shall be erected, altered on alone 9 မ္ပ erected, in combination with α exterior of all combination of altered or No prefabricated or pre-cut structure permitted to remain thereon. structures shall be of brick or stone brick or stone, or a brick or stone. The approved siding roof shall be
- municipal authorities OĦ, disposed of Indiana State All waste through from bathrooms, sewer lines and Board of Health and all other proper sinks or laundry shall comply wit comply with regulations tubs shall be state or
- permitted. ö Burdunp O Hi refuse, garbage 6 H tin cans will ğ
- garbage or outbuildings link fences and privacy permitted fences Z O Ċ and privacy fences are permitted in the rear yard only. trailer remain 9 thereon shall be used as residence other and devise no to trailer, be altered, portable thereon. placed devise, Chain
- confined to the owner's premises. 10. ö hereon, livestock or poultry nereon, except for h household shall be quartered or pets, which permitted shall
- year Construction of commencemen commencement of O.F any dwelling shall construction. Ď, completed within
- subdivision. developer as long as plans for the the developer dwellings retains must any D D approved interest H. Λ̈́q y the said
- within the subdivision operating condition will accommodate garage. for residents shall provide sufficient off-street parking all ion will be permitted to a period of more than 1 their vehicles. ö thirty remain on any vehicle days, that unless lot not kept
- authorities. non-potable water uses. utility; private well Board Off. dwelling must comply **Health** a well may and All must all with connections to a public utility or to with the regulations of the Indiana be used for be other connected proper watering lawns C state the or municipal public မ္ other
- porches, for a one never be amended without the written and recorded permission of Mooresville Plan Commission or its legal successors. square feet; and that no less constructed of more than 1,200 story dwelling; a one-story dwelling, dwellings decks and garages The ground floor area of the structure, ecks and garages shall not be less than provided, o be built further, shall be no less than 750 square than than 1,000 square than 750 square feet for a no more than sixteen percer constructed of less than 1 thirty-seven percent shall e feet. This paragraph 15: exclusive of than 1,100 percent open CWO feet the may Эде o

- streets or drainage swales. If the Developer, Town of Mooresville, or any duly authorized agency of State or Federal Government finds that an owner or their builder/contractor has not taken adequate erosion and sediment control measures then appropriate action will be taken against the lot owner and/or builder/contractor to force with erosion control blankets, sodding, mulch seeding and/or a combination thereof. Owners and their builders/contractors shall not allow mud, silt or building debris to collect on sidewalks, streets or drainage swales. If the Developer, Town of Mooresville, builders/contractors shall be responsible for erosion and sediment control on their lot in accordance with Title 327, Article 15, limited to: compliance and Administrative Erosion and Sediment with this inistrative Code, commonly sediment control measures sediment control measures shall include but silt fencing, storm inlet protection, bank pr provision Control: referred to Each owner bank protection as "Rule and thei not
- owners of the building sites covered by these covenants in whole or part. Invalidation of any one of the covenants, by judgment or court order, will in no way effect the other covenants which shall remain in full force and effect. claiming under them until January 1, 2016, at which time said covenants shall be automatically extended for successive periods of with the land and shall be binding on all parties and all persons under them until January 1, 2016, at which time said "Restrictions and Protective Covenants: are
- ancestry without hout regard to religion, color, sex national in accordance with State and Federal laws. All properties in this subdivision shall be offered for origin
- right is hereby reserved to the owner and is dedicated to the several owners of the lots in said subdivision, together with the right to collect from violators reasonable attorney fees and costs shall be by injunction together with a by due process of law of any structury violation of any any such action. any structure erected or maintained conditions and provisions. he owner and is dedicated to provisions and conditions right to cause the removal This
- Ö transferee. 20. Swinney The developer of Collett Acres Section I herein referred inney Brothers Excavating, Inc., or its successor or
- equitable owners, shall be members of an incor of such owners known as Collett Acres Owners' All owners 0f the various an incorporated Owners' Corporat lots, whether r legal or association
- regardless of the number, including One voting membership shall exist for each lot, all owners, whether legal or equitable, and or form of tenancy.
- sale by developer of 75% of the lots and shall continue so long as the covenants and restrictions remain in full The corporation shall be incorporated upon the

名物は風味が行くる

- Directors consisting of three, to five corporation, The and developer shall appoint shall an members incorporate initial Boa Board the of
- records Notice corporation shall be owners, no lacer the include the shall of setting of new levies, the annual later than March 31 each year after 75% of Auditor sent uditor of Morgan County. The agenda sold upon ten days notice to the ď meeting the and conveyed by owners O.F among other the as disclosed by the membership matters. various O.f
- The priority of any lien junior to any purchase mone Treasurer particular meeting and record the delinquencies appraisement laws. costs proceeding be foreclosed in the name of upon the real such annual meeting and assessment determination. together assessment shall requirements annually, annuai retention areas and the storm and water Assessments be filed in the Office of record as the Board contracting ner with prejudgment interest, of collection, without relief be due shall meeting utility bill the responsible racting with REMC, or the approximation maintenance of the street with of H lot. ខ្លួ is not lots set forth in the OH and payable consist s not paid by a lot, there shall be a lien estate of the owners of said lot, which may Directors purchase money mortgage applicable to to be corporation shall have the responsibility real ŗ. the Actions for an amount sufficient to fund these lly, and shall be divided and assessed The directors shall cause a list of prepared each year as of the annual he same by last known names of owners th in the Auditor's Office, said list owners for estate of or all owners. therefore. C on or before June maintenance herein shall enforce the Marion their the corporation by judicial President, mortgages the applicable The rion County Recorder shall be second and <del>р</del> designated A11 such lien may be by from attorney determined corporation and repair of lights and drainage systems. such are and valuation repair foreclosed, assessments Secretaryofficers, fees, following electri at O H payment any and the and and the
- developer two-thirds records so long as it These the of. covenants and restrictions may be amended by vote of the voting members and the consent of the as it owns any uns Recorder's Office. unsold lots; a11 recorded

Book . Page

SWINNEY BROTHERS EXCAVATING, INC.

Swinney

STATE OF INDIANA

SS

COUNTY OF MORGAN

Before me, a Notary Public, in and for said County and State, personally appeared Daryl Swinney, as President of Swinney Brothers Excavating, Inc., who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations and who, having been duly contained therein are true.

1995. WITNESS my hand and Notarial Seal this lų Ž

My Commission Expires:

(Signature)

Resident of (Printed)\_ Monitre

95 OCT - I. PH 2: I.3

MORRANI COL DEGORDER The Spirit

Prepuved by: Ross O. Holloway

## COLLETT ACRES SECTION I Planned Unit Development - Residential RESTRICTIONS AND PROTECTIVE COVENANTS

accordance with herein, the do hereby la undersigned owners lay off, ) plat plat of the and subdivide, real estate shown and described said real estate Ę

- plat ar Acres Section are O. tion I. All streets, ro hereby dedicated to the the This subdivision shall be known and designated as lots ä said subdivision. roadways and and are drives for t the use shown on Collett O Ha the
- maintained constructed in such building 9 Building said ဓ္ဌ said building line. plat and a manner and setback the that no structure line front lines e H between building are hereby the shall be erected lines street established are 5 S H ре
- through said drainage ways/swales. No permanent structure shall be maintained upon the said utility and/or drainage strips. All owners shall take their titles subject to the rights of the public utilities and subject to the rights of the other lots adjacent maintained by the ways/swales ea ments, reserved for the public utility c lines, ducts, gas or water mains in this subdivision. lands is not obstructed or hindered in its flow S S for ahown the water adjoining owner such that utility 92 on said lity companies, easements plat and 9 No permanent structure shall be and/or drainage string laterals and sewer. said are shown ways/swales for the reserved the water 9 said plat are installation of S runoff are drainage Drainage from Бe
- character shall be erected, altered, said lots. No mercantile 0 H business permitted or maintained on any
- thereby created. A garage, if any, shall be attached to the dwelling; detached garages or other permanent detached structures on permanent foundations are not allowed. Any storage barn, not on a permanent foundation, must be wood or wood composition siding or covered with siding matching the existing home. thereof in parcels, may be sold to any adjoining owner, There shall Ö be no subdivision than one dwelling except þ portion or portions of any unimproved ining owner, as long as no new lot is shall be placed upon any of any lot or lots, nor sale

- approved regulation shingle. shall be erected, alone or S H Ħ. The exterior of all combination with altered or No prefabricated or pre-cut structure permitted to remain thereon. structures shall be of brick or stone brick or stone, or brick or stone. T The roof approved shall be siding
- municipal authorities C H disposed of through the Indiana State All waste from bathrooms, sewer Board of Health and all other proper state or s. athrooms, sinks or laundry tubs shall be lines and shall comply with regulations
- permitted. Ö Burdmnp 0£ refuse, garbage 9 tin cans Will p p
- 9. permitted garbage or outbuildings link fences and privacy No trailer Ö and privacy fences are permitted in the rear yard only. remain 9 s shall be used as residence thereon. other devise shall be altered, placed devise,
- confined to the owner's premises. C remain 10. No thereon, livestock or poultry shall be nereon, except for household quartered or pets, which permitted shall
- year Construction of commencemen commencement of O.fi any dwelling shall construction 9 completed within
- subdivision. developer as long as plans for the developer the dwellings retains must any pe be approved interest בוֹב בוֹב r the
- to accommodate all their verticed to operating condition will be permitted to within the All residents shall provide sufficient off-street parking garage. ö o remain thirty d vehicle days, on any lot in the that unless not kept
- authorities. utility; however, a wel non-potable water uses. utility; private Board well The G, dwelling Health must a well may comply and must a11 with the be used for watering lawns or other connections to a public utility or to with the regulations of the Indiana þ other connected proper state Ö g public municipal water
- square feet; and that no less than thirty-beven grange feet; and that no less than thirty-beven grange feet. This paragraph 15 may constructed of more than 1,200 square feet. This paragraph 15 may never be amended without the written and recorded permission of the never be an commission or its legal successors. for a one-story dwelling, story dwelling; provided, porches, decks and garages dwellings to The ground floor area of the structure, exclusive of further, no less shall not be no less than no more than sixteen less than 1,000 square 750 square feet for a percent open two-Of

- with erosion control blankets, sodding, mulch seeding and/or a combination thereof. Owners and their builders/contractors shall not allow mud, silt or building debris to collect on sidewalks, streets or drainage swales. If the Developer, Town of Mooresville, or any duly authorized agency of State or Federal Government finds that an owner or their builder/contractor has not taken adequate erosion and sediment control measures then appropriate action will be taken against the lot owner and/or builder/contractor to force builders/contractors shall be responsible control on their lot in accordance with compliance limited to: Erosion Indiana Administrative Code, commonly referred to as "Rule 5". and sediment control measures shall include but are not to: silt fencing, storm inlet protection, bank protection Erosion with this provision. and Sediment Control: in accordance with for erosion and sediment Title 327, Article 15, Each owner and their
- part. Invalidation of any one of the covenants, by judgment or court order, will in no way effect the other covenants which shall remain in full force and effect. owners of the building sites covered by these covenants part. Invalidation of any one of the covenants, by claiming under them until January 1, 2016, at which time covenants shall be automatically extended for successive perioten years unless changed by a vote of the majority of the with the land and shall be under them until The "Restrictions and Protective Covenants: are and shall be binding on all parties and all r of the " are in whole or persons
- ancestry without hout regard to religion, color, sex nation accordance with State and Federal laws. All properties in this subdivision shall be offered for national origin or
- right to collect right is hereby reserved to the owner and is dedicated to several owners of the lots in said subdivision, together with shall be by injunction to by due process of law of violation such action process of Q H any right from violators reasonable attorney O.F. ö the together with a right enforce above any structure erected or maintained conditions and provisions. these provisions and to cause the removal fees and ccsts conditions
- transferee 20. is Swinney The developer of Collett Acres Section I herein referred .nney Brothers Excavating, Inc., or its successor or
- equitable owners, of such o owners s, shall be members of an incorporated association known as Collett Acres Owners' Corporation. O H the various lots, whether legal
- regardless including all One voting membership shall exist for each lot, all owners, whether legal or equitable, and of the number, or form of tenancy.
- sale by developer of 75% of the lots and shall continue so long as the covenants and restrictions remain in full The corporation shall be incorporated upon the

provision shall not act to invalidate any other provision or terms of the corporation force terms of the corporation. effect: invalidity

- Directors consisting of three, to five corporation, The and developer shall appoint shall 9 incorporate initial Box members Board
- and the setting of new levies, among other matters. Notice records corporation shall be upon ten days owners, no later than March 31 each year after 75% of lots have been sold and conveyed by the developer ds of the Auditor of Morgan County. The agenda include the election of a new Board of Directors, shall The be sent annual ö meeting the owners as of the notice to membership disclosed various agenda Of
- proceeding as particular lot. Actions to enforce such a which are a not purchase money mortgage applicable appraisement laws. The directors share could delinquencies to be prepared each year as of the meeting and record the same by last known names of of record as set forth in the Auditor's Office, said of the marion County Record the same by th which shall Treasurer be foreclosed in the such annual meeting and assessment determination. If the assessment is not paid by a lot, there shall be a lien upon the real estate of the owners of said lot, which may requirements annually, amongst the lots for a annual meeting Assessments utility, retention areas the contracting of collection, without relief from valuation a sement laws. The directors shall cause a list be due and utility responsible racting with REMC, or the approximation for maintenance of the street The corporation shall have the responsibility acting with REMC, or the applicable electric S) O.H consist real Ħ. and the storm and water drainage TITG the payable an name of OWINGERS estate for O H therefore. a11 amount and shall be divided and assessed g maintenance ω owners. shall the Marion County Recorder or before June 1, President, the corporation by judicial mortgages sufficient e such lien may designated offi All and determined lights and payment corporation such are and C repair foreclosed, assessments Secretarysecond fund officers, said list following systems. CT CT at 9 annual owners these and and and O.
- developer so two-thirds These o long as it owns the Off. covenants Recorder's Office. the voting and restrictions may be amended by vote any unsold lots; a]] 83 DJ recorded

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SWINNEY BROTHERS EXCAVATING, INC

Daryl Swinney

STATE OF INDIANA

ss:

COUNTY OF MORGAN

Excavating, Inc., who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representation contained therein are true. personally appeared Daryl Swinney, Excavating, Inc., who acknowledge

1995 WITNESS my hand and Notarial Seal this W day of Oct

My Commission Expires:

(Signature)

(Printed) Howare

Resident of

RECEIVED

95 OCT - W PH 2: 43

MORGAN CO. NECORDER This is Kniett

Prepuved by: