

COVENANT FOR PRIVATE STREETS, STREET
MAINTENANCE AND THE HOMEOWNERS ASSOCIATION
FOR COUNTRY JUNCTION, A SUBDIVISION IN
MARION COUNTY, INDIANA

Private streets as shown on the plat of the subdivision, COUNTRY JUNCTION, is reserved for the common use and enjoyment of the owners of the lots in the Development and the owners of any lots in areas adjacent to the Development which may be acquired by Developer and subdivided into residential lots, their families and invitees. Such streets are not dedicated for the use of the general public but are dedicated to the common use and enjoyment of the owners of lots in the Development and the owners of any lots in areas adjacent to the Development which may be acquired by Developer and subdivided into residential lots; however, the streets may be used by all public and quasi-public vehicles, including, but not limited to, police, fire and other emergency vehicles, trash and garbage collectors, post office vehicles, and privately-owned delivery vehicles. Such streets shall be maintained by the Country Junction Homeowners Association.

For the purpose of maintaining the private streets within the subdivision each and every lot owner, in accepting a Deed or Contract for any lot in such premises, shall be a member of and shall be subject to the duly adopted By-laws, Rules, Determinations and Assessments of the Country Junction Homeowners Association, hereinafter referred to as the "Association". The sole purpose of the Association shall be to make the ordinary and reasonable expenditures necessary to properly maintain the private streets platted herein. The Association shall be governed by a President and Secretary and shall meet annually on March 15th, or on the next day following in the event such fall on a Sunday or legal holiday, to elect such officers and to carry on the business of the Association. Meetings of the Association may be called by the President or by the written request of any five (5) lot owners. Written notice of a special meeting shall be given to all lot owners at least ten days in advance of such meeting. Any and all assessments imposed by the Association shall be approved by a majority vote of the lot owners in attendance and for the purpose of voting, the owner or owners of each lot shall have one (1) vote in determining the affairs of said Association. The Association shall have the power to levy a uniform annual charge or assess-

RECEIVED
MAR 21 1978
JERRY W. ...
REC'D ...

... by the written request of any five (5) lot owners. Written notice of such special meeting shall be given to all lot owners at least ten (10) days in advance of such meeting. Any and all assessments imposed by the Association shall be approved by a majority vote of the lot owners in attendance and for the purpose of voting, the owner or owners of each lot shall have one (1) vote in determining the affairs of said Association. The Association shall have the power to levy a uniform annual charge or assessment against all lots within the development. Every assessment shall be paid by the members of the Association before the 1st day of June of the year for which the assessment is made and the Association shall fix the amount of the annual assessment by the 1st day of May in each year and written notice of the assessment so fixed shall be sent to each member. Any assessment levied against said lots, together with interest or other charges or costs as herein provided, shall become and remain a lien upon such lots until paid in full, and shall also be a personal obligation of the owner or owners of such lots at the time they fall due. Such assessments and obligations shall bear interest at the rate of six per cent (6%) per annum until paid in full.

RECORDED
INDEXED
MAY 11 1972
CITY OF HOUSTON

The initial officers of said Association shall be Robert G. Genung, President, and Robert G. Genung, Secretary. All officers shall serve until the succeeding annual meeting duly elected pursuant to the provisions herein. The Association shall observe the laws and said By-laws along with the books and records of the Association shall be kept by the Secretary and shall be available for inspection by any member of the Association during reasonable business hours upon request.

require use of this form in recording commitments
made with respect to rezoning cases in accordance
with P.L. 185 of the Acts of 1973. 75-50560

120
OK
gms
8/25/75

COMMITMENTS RELATIVE TO USE OR DEVELOPMENT OF REAL ESTATE
MADE IN CONNECTION WITH A REZONING OF PROPERTY

In accordance with I.C. 1971, 18-7-2-20 as amended by P.L. 185 of the Acts of 1973 and 18-7-2-84.1 as added by P.L. 185 of the Acts of 1973 the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS relative to the use and development of that parcel of real estate:

Legal Description: (ATTACHED)

RECEIVED
REC'D
RECORDED
SEP 10 3 28 PM '75

Statement of COMMITMENTS:

- 1. No signs should be permitted along the Mooresville Road frontage other than entrance and exit signs as permitted by the "Sign Ordinance" (71-AO-4).

Earth mounding and landscaping should be required along the Mooresville Road frontage to effectively screen the parking and outside operations of the center from the houses along the south side of Mooresville Road. Such mounding and landscaping should be made subject to the approval of the Administrator of the Division of Planning and Zoning. The landscaping and mounding should be located on the subject property.

4. The proposed use should be developed as an integrated center with common means of ingress and egress for all uses on the site, common parking areas, and a traffic plan to serve the entire site.

5.

These COMMITMENTS shall be binding on the owner, subsequent owners, and other persons acquiring an interest in the real estate. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

This instrument shall be effective upon the adoption of

These COMMITMENTS may be enforced jointly and severally by:

1. The Metropolitan Development Commission; and
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six hundred sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the rezoning petition who were not petitioners for the rezoning. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the bound volumes of the most recent real estate tax assessment records as they appear in the offices of the various township assessors of Marion County. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning under the rules in force at the time the commitment was made); and
3. _____

This instrument shall be recorded in the office of the Marion County Recorder by the undersigned who shall assume the expense of such recording.

IN WITNESS WHEREOF, owner has executed this instrument this 11th day of August, 1975.

Attest:
By: Signature [Signature] (Seal)

ST. STEPHEN'S LUTHERAN CHURCH
By: Signature [Signature] (Seal)

Printed Red Dan [Signature]

Printed PAUL W. RATHER

STATE OF INDIANA)
SS:
COUNTY OF MARION)

In
19
re
th
re

LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 30, Township 15 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana. Said part being more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section, thence South $89^{\circ}27'00''$ West (assumed bearing) on and along the South line of said Quarter Section 240.00 feet to the BEGINNING POINT of this description, thence continuing South $89^{\circ}27'00''$ West on and along said South line 595.00 feet; thence North $00^{\circ}33'00''$ West 277.07 feet; thence North $33^{\circ}26'00''$ West 240.20 feet to a point on the Southerly right-of-way line of State Highway No. 67; thence North $56^{\circ}34'00''$ East on and along said Southerly right-of-way line 0.92 feet; thence North $62^{\circ}16'38''$ East on and along said Southerly right-of-way line 100.50 feet; thence North $56^{\circ}34'00''$ East on and along said Southerly right-of-way line 162.01 feet; thence South $47^{\circ}05'00''$ East 684.89 feet; thence South $01^{\circ}24'00''$ East 142.00 feet to the beginning point of this description. Containing in all 6.00 Acres, more or less.

By: _____

NOTE: Rules of the Metropolitan Development Commission require use of this form in recording commitments made with respect to rezoning cases in accordance with P.L. 185 of the Acts of 1973.

75-50561

9/4/75
SSD
Sno

COMMITMENTS RELATIVE TO USE OR DEVELOPMENT OF REAL ESTATE
MADE IN CONNECTION WITH A REZONING OF PROPERTY

In accordance with I.C. 1971, 18-7-2-20 as amended by P.L. 185 of the Acts of 1973 and 18-7-2-84.1 as added by P.L. 185 of the Acts of 1973 the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS relative to the use and development of that parcel of real estate:

Legal Description:

(See attached Exhibit A)

RECEIVED FOR RECORD
PRECIOUS BYRD
RECORDER-MARION CO.
SEP 15 3 29 PM '75

Statement of COMMITMENTS

1. Prior to the sale of any lot in this subdivision a Homeowners Association in recordable form together with a Declaration of Covenants and Restrictions making it mandatory that each owner, his successors or assigns shall pay monthly, quarterly or semi-annual assessments for the maintenance and upkeep of the private street system within the subdivision. These assessments, the method of establishment and collection thereof, and method of enforcement shall be a charge upon the land and shall be a continuing lien upon the property against which each such assessment is made, subordinate only to the lien of a first mortgage.
2. It shall be the obligation of the homeowners to meet at least once each three years to review increases, if any, in street improvement costs which have ensued during the preceding three years, and if so, assessments shall

These COMMITMENTS shall bind the owner, subsequent owners, and other persons who acquire an interest in the real estate. These COMMITMENTS may be modified or amended by a subsequent zoning ordinance, provided such ordinance is duly adopted and recorded.

monthly, quarterly or semi-annual assessments for the maintenance and upkeep of the private street system within the subdivision. These assessments, the method of establishment and collection thereof, and method of enforcement shall be a charge upon the land and shall be a continuing lien upon the property against which each such assessment is made, subordinate only to the lien of a first mortgage.

2. It shall be the obligation of the homeowners to meet at least once each three years to review increases, if any, in street improvement costs which have ensued during the preceding three years, and if so, assessments shall be adjusted upward accordingly to assure continuous and adequate maintenance of the street system. (See Exhibit B attached.)

These COMMITMENTS shall be binding on the owner, subsequent owners, and other persons acquiring an interest in the real estate. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the adoption of rezoning petition # 75-2-104 by the City-County Council changing the zoning classification of the real estate from a D-12 zoning classification to a D-P zoning classification.

(75-D.P.-2)

75- 50561

COMMITMENTS may be enforced jointly and severally by:

1. The Metropolitan Development Commission; and
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six hundred sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the rezoning petition who were not petitioners for the rezoning. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the bound volumes of the most recent real estate tax assessment records as they appear in the offices of the various township assessors of Marion County. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning under the rules in force at the time the commitment was made); and
3. _____

This instrument shall be recorded in the office of the Marion County Recorder by the undersigned who shall assume the expense of such recording.

IN WITNESS WHEREOF, owner has executed this instrument this 7th day of

July

1975

Signature: [Handwritten Signature]
Printed: Robert Genung

(Seal)

Signature: [Handwritten Signature]
Printed: Pauline Genung

STATE OF INDIANA)
SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Robert Genung and Pauline Genung, owners of the real estate who

EXHIBIT A

of the West Half of the Northwest Quarter of Section 34, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Section 34, Township 16 North, Range 2 East; thence North $89^{\circ} 32' 13''$ East (assumed bearing) on and along the North line of said Section 744.58 feet to a point on the West right-of-way line of the Indianapolis and Frankfort Railroad which is 95 feet measured at right angles Southwesterly from the centerline of said railroad as now located by the Indianapolis and Frankfort Railroad right-of-way and Track Map for Station 574+27.3 to Station 679+87.3, dated December 31, 1951; thence South $21^{\circ} 37' 21''$ East on and along said right-of-way line 59.87 feet to the point of curvature of a curve to the right, the radius point of which bears South $68^{\circ} 22' 39''$ West 5634.65 feet from said point of curvature; thence Southeasterly on and along said curve and said right-of-way 857.85 feet to a point on said curve which bears North $77^{\circ} 06' 02''$ East 5634.65 feet from the aforesaid radius point; thence South $89^{\circ} 59' 30''$ West 1020.80 feet to a point on the West line of said section; thence North $00^{\circ} 00' 30''$ West on and along said West line 868.23 feet to the place of beginning, containing 17.922 acres, more or less.

75 50561
commitments
in accordance

9/4/75
SNO
550

EXHIBIT A

part of the West Half of the Northwest Quarter of Section 34, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Section 34, Township 16 North, Range 2 East; thence North $89^{\circ} 32' 13''$ East (assumed bearing) on and along the North line of said Section 744.58 feet to a point on the West right-of-way line of the Indianapolis and Frankfort Railroad which is 95 feet measured at right angles Southwesterly from the centerline of said railroad as now located by the Indianapolis and Frankfort Railroad right-of-way and Track Map for Station 574+27.3 to Station 679+87.3, dated December 31, 1951; thence South $21^{\circ} 37' 21''$ East on and along said right-of-way line 59.87 feet to the point of curvature of a curve to the right, the radius point of which bears South $68^{\circ} 22' 39''$ West 5634.65 feet from said point of curvature; thence Southeasterly on and along said curve and said right-of-way 857.85 feet to a point on said curve which bears North $77^{\circ} 06' 02''$ East 5634.65 feet from the aforesaid radius point; thence South $89^{\circ} 59' 30''$ West 1020.80 feet to a point on the West line of said section; thence North $00^{\circ} 00' 30''$ West on and along said West line 868.23 feet to the place of beginning, containing 17.922 acres, more or less.

EXHIBIT B

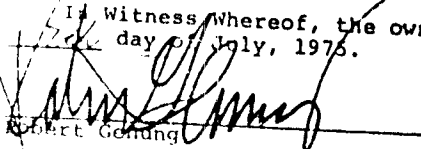
- I. There shall be incorporated in the conditions of plat approval of Country Junction, Section II and a Replat of Section I and II presently pending before the Plats Committee of the Metropolitan Development Commission of Marion County that all present and future streets in said addition are, or shall consist of 8" of compacted aggregate and a 3" course of hot-mix asphalt topping.

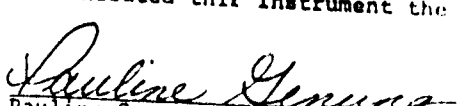
This condition shall be accompanied by a certification by Allan H. Weihe, Reg. L.S. - Indiana #10398.

- II. There shall be further incorporated a report by Weihe Engineering, Inc. that an adequate maintenance program for the private street system would consist of funding for a 1" course of hot-mix asphalt topping for each ten years of the subdivision's life and an engineer's estimate of the cost of such resurfacing.
- III. It is acknowledged that all existing two-family dwellings in existing Country Junction, Section I and II, are in the ownership of Robert Genung and Pauline Genung, husband and wife, and they have no immediate plans for the sale of any two-family dwellings. Therefore, using July 1, 1975, as the commencement date for the first ten year base term, at such time as title to any lot is transferred by the present owners, the to-be-formed Homeowners Association shall be funded with a sum of money equal to the time lapse from July 1, 1975 until the first lot is sold based upon the estimate of Weihe Engineering, Inc., as readjusted each three year period according to the increase, if any, in the asphalt paving.

For example: If the present owners sell their first lot five years from July 1, 1975, the owner would be required to contribute 50% or 5/10's of Weihe Engineering, Inc.'s estimated cost (as adjusted each three years by increased in costs of labor and materials) to the to-be-formed Homeowners Association and thereafter assessments would be paid by the owners of each lot in the subdivision monthly, quarterly or semi-annually, as prescribed by the Articles of Association, Declaration of Covenants and Restrictions and By-Laws.

In Witness Whereof, the owners have executed this instrument the 22nd day of July, 1975.


Robert Genung


Pauline Genung