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Book 430 Page 0025

WARRANTY DEED
AND
GRANT OF MUTUAL NON-EXCLUSIVE
RIGHTS-OF-WAY AND UTILITY EASEMENTS
AND
DECLARATION OF COVENANTS

LAURAL RIDGE

THIS INDENTURE WITNESSETH, that SHANNON L. WIGGINS, as Trustee to Reconvey, (Grantor), of Morgan County, State of Indiana, does hereby GRANT, CONVEY, WARRANT, DEDICATE and DECLARE to DEERWESTER DEVELOPMENT INC., an Indiana Corporation, (Grantee) of Morgan County, State of Indiana, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Morgan County, Indiana, to-wit:

Exhibit A attached and incorporated in this conveyance as Parcels A1-A-34

Also known as "LAURAL RIDGE" according to a common plan of development and division into parcels

TOGETHER WITH AND SUBJECT TO a certain non-exclusive mutual roadway and utility easement which is more particularly described as follows, to-wit:

Exhibit B-1 through and including B-3 attached and incorporated in this conveyance

for the purpose of providing ingress and egress and public utility service for the various parcels comprising the real estate parcels described in Exhibit A.

ALL SUBJECT TO the following conditions, restrictions and covenants, all of which shall run with the land and be binding upon the Grantee and its successors in title to the real estate or any part thereof.

LAURAL RIDGE

COVENANTS AND RESTRICTIONS

All Purchasers, their heirs, successors and assigns, of lots in **LAURAL RIDGE** shall take title subject to the following covenants and restrictions and shall be bound thereby and the name **LAURAL RIDGE** shall, from this point forth, be inclusive of all parcels shown on the recorded plat, as shall the name **PARCEL OWNER** be inclusive of the same:

- 1. Director** - The Director shall review and approve, deny or recommend any necessary changes for approval of all plans for the construction of residential dwelling houses, accessory buildings and all other structures to promote harmony of design and compatibility with existing structures and standards for this community. The Director shall also approve or deny any technical variation or exception from any construction requirements. The Developer, (Deerwester Development, Inc.) and its successors, heirs and assigns, shall make all appointments until all parcels are sold in all present and subsequent sections of **LAURAL RIDGE** and all parcels' residential dwellings are constructed. The initial Director shall have the right to waive or alter any covenant and restriction.
- 2. Architectural Design** - All buildings, walls, fences and all other structures are subject to the approval of the Director. No building, wall, fence or other structure shall be constructed, erected, placed or altered in **LAURAL RIDGE** until the location and elevation plans, building plans and specifications have been submitted to the Director at least fifteen (15) days before construction commences. The Director will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance of structures already existing and for conformity with surface drainage requirements, living area requirements, external

construction, destruction of trees and other vegetation and any other such matter as may affect the environment or ecology of **LAURAL RIDGE**. In the event the Director, or its designated representative, fails to approve or deny any plans and specifications within fifteen (15) days after such plans and specifications have been submitted to the Director, then such plans and specifications will be considered approved.

3. **Land Use** - All parcels herein are for residential use only, limited to one single family dwelling per parcel. No parcel divisions will be permitted
4. **Water** - All parcel owners in **LAURAL RIDGE** must connect to the public water utility as supplied in this development
5. **Soil Erosion Control** - All parcel owners shall be fully responsible and liable for providing proper erosion control on their parcel. In the event proper erosion control is not maintained, the parcel owner shall be held responsible and liable for any and all damages incurred by the Developer, its successors, heirs or assigns, other parcel owners and the homeowner's association. The parcel owner shall also be held accountable to Morgan County Soil and Water Conservation District for any failure to control erosion on said parcel. The Developer shall have the right to assess costs for the repair of damages caused by the parcel owners' failure to control erosion. The parcel owner is responsible and liable for the actions or the failure to act on the part of any builder, contractor, subcontractor or any entity or anyone else doing work on said parcel. Standards for erosion control on building parcels are established by the Indiana Department of Natural Resources; Division of Soil and Water Conservation. Each parcel owner shall sign for the receipt of a copy of said guidelines prior to soil disturbing activities.

6. **Building Location** - Location of all buildings shall be subject to approval by the Director. Consultation with the Director will be necessary prior to preparation and submittal of site plans.

7. **Dwelling Size** - No dwelling shall exceed three (3) stories in height. An attached side entrance private garage for a minimum of two (2) cars must be included. The ground floor of the dwelling structure, exclusive of basements, garages and porches shall not be less than one thousand eight hundred (1,800) square feet of living area for a one-story dwelling nor less than one thousand two hundred (1,200) square feet of living area on the ground floor for a dwelling of more than one-story. Total living area for a multi-story dwelling shall not be less than two thousand four hundred (2,400) square feet.

8. Construction Requirements

- a. All residences shall be of brick construction. Plans for the exterior of all dwellings (including colors) of shingles, soffit, fascia, gable, gutter, shall be submitted to and are subject to approval by the Director at least fifteen (15) days before construction commences. All dwellings must be built on a crawl space or basement.
- b. If the roof is a hip type, then a minimum of 8/12 pitch shall be used. If the roof is to be a gable type, then a minimum of 8/12 pitch shall be used.
- c. Overhang (eaves) shall be a minimum of eight (8) inches beyond any exterior wall finish.
- d. After construction all parcels shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage, the ground shall slope away from the dwelling a minimum of one (1) inch per foot for the first six (6) feet outside the perimeter of the foundation as determined by the Director, considering specific parcel characteristics.
- e. All asphalt or concrete driveways shall be subject to the Director's approval after plans and specifications are submitted. Culver pipe length, diameter and material shall be specified, if required by the Director.
- f. All construction, finish grading and landscaping to be completed within six (6) months of the start of the construction, acts of God and unusual weather or destruction of work in progress excepting.
- g. All parcel owners and their builder/contractors shall be responsible for and maintain the job site in a reasonable, sightly, order, containing all trash and debris within the parcel and properly disposed of or removed as determined by the Director. Parcel owners and their builder/contractors shall register with the Director and obtain from the Director a copy of **LAURAL RIDGE** plat and covenants and restrictions.
- h. All parcel owners and their builder/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to other parcels, gutters, street, storm drainage area, utilities or other improvements, including finished graded and grassed areas.

- i. All parcel owners, for the good of the community, will maintain their property in good condition to the road.

9. Utility Easements - Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities, reasonable and conveniently required, such as lines, ducts, gas and water mains or sewer mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the parcel owner(s) as determined by the Director.

10. Drainage Easements - Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance of the drainage easement area is the responsibility of the parcel owner(s) as determined by the Director. Parcel owner(s) shall not obstruct or restrict any natural flow of water through the community as solely determined by the Director. Each parcel owner shall take their title subject to the rights of others to use the natural ravines, swales and valleys for the conveyance of storm water. No owners shall impede or hinder, in any way, the passage of storm water through or across their parcel. Each owner shall provide adequate structures to convey storm water where improvements are constructed across swales, valleys and ravines. Unless noted otherwise, there is a six (6) foot wide drainage easement off of each side of each parcel in this development.

11. Resources - No mining, drilling or excavation of any oil, gas, liquid, aggregate, mineral or soil shall be permitted except as incidental to the site preparation and construction authorized by these covenants and restrictions.

12. Vehicle Parking - No unlicensed or inoperative vehicles of any kind, including but not limited to boats, trucks, campers, trailers, recreational vehicles, motorcycles or similar vehicles shall be parked on any road, private driveway or parcel. Licensed and operating vehicles (of the kind and nature described above) may be parked on a parcel provided it is screened in such a way that it is not visible to the occupants of the adjacent parcels. The Director shall determine what is acceptable screening.

13. Storage and Refuse Disposal - No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles (including recreational vehicles, boats, trailers, motorcycles or any other

motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal-proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No trash burning will be allowed.

14. **Vacant Parcel Maintenance** - Vacant parcels shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation allowed to grow in excess of twelve (12) inches in height. Unsold parcels shall be mowed and maintained by the Developer. If sold parcels are not mowed or maintained, the Developer shall have the option to mow or maintain the property by removing trash or debris and charge the parcel owner a reasonable fee as determined by the Director.
15. **Business Use** - No exterior business activity whatsoever shall be permitted.
16. **Auto Mechanics** - No exterior auto mechanics except for minor or routine repair and maintenance of the parcel owner's personal vehicles as determined by the Director.
17. **Nuisance** - No obnoxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
18. **Storage Tanks** - No bulk storage tanks of any kind shall be allowed unless screened and approved by the Director.
19. **Utility/Storage Buildings** - All utility/storage building plans, specifications and colors shall be submitted to and subject to approval by the Director at least fifteen (15) days before commencing construction.
20. **Fences** - No fence shall be erected until approval is obtained from the Director as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for fences of a decorative type, provided such fence has been approved by the Director. All fences shall be maintained in good repair by parcel owners as determined by the Director.
21. **Animals** - The Director shall determine any exception to only a maximum of three (3) household pets permitted per parcel. No other animals shall be permitted without written approval by the Director.
22. **Pools** - In-ground pools shall be subject to Director's approval and parcel owner(s) must submit to Director any and all specifications at least fifteen

(15) days prior to planned construction. Above-ground pools will not be permitted.

23. **Mailboxes** - The Director shall specify and determine location and type of all mailboxes. No mailbox shall be changed, including color, without Director's written approval.

24. **Basketball Goals** - Type and location of basketball goals are subject to approval by the Director.

25. **Signs** - No signs of any kind shall be displayed to the public view on any parcel except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the Developer while parcels are being sold.

26. **Enforcement** - Enforcement of the **LAURAL RIDGE Covenants and Restrictions** set out in the Agreement shall be, by proceeding at law, instituted by the Developer as shown on the plat of record, the owner of any parcel of record, or the Director, with any of these entities having the right to bring the action against a violating party. The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five (25) years from the date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by a 75% majority of parcel owners of this community. After the initial term the covenants may also be amended by a majority vote of parcel owners and the owners will be allowed one (1) vote for each parcel owned. Invalidity of any covenant or restriction herein by judgment, Court Order, or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title. Any person, partnership, corporation, or other legal entity violating or attempting to violate any covenant or any restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation, including attorney fees, court costs and actual damage to the Developer, Homeowner, or Association for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other parcels in **LAURAL RIDGE** and the Developer. These Covenants and Restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said restrictions and covenants or any additional loss

of time by the Developer or other expense in bringing the legal action, including all attorney fees for the Plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and become a lien in the event of an adverse judgment in favor of the Plaintiff and against the Defendant parcel owner. Included in the damages, which shall be recoverable under this section to the Developer, other parcel owners and the Association, will be the monies expended by the Developer, parcel owners or the Association incurring violation or time and expenses which accrue in bringing an action to cure the violation.

ASSOCIATION

All owners of the real estate, whether legal or equitable, shall be members of a non-profit incorporated Association of such owners known as **LAURAL RIDGE HOMEOWNERS ASSOCIATION**.

1. **Purpose** - The purpose of the Association, the Association's Covenants and Restrictions and all assessments levied by the Association, shall be for the purpose of promoting the preservation, conservation of environment and beauty of **LAURAL RIDGE**; for promoting the recreation, health, safety and welfare of the residents of **LAURAL RIDGE**, and in particular for the improvements and maintenance of the common properties situated in the community, including but not limited to, the payment of insurance thereof and repair, replacement and maintenance of common areas including lighting, roadways, drainways, culvert pipes, entrance of stone and brick sign, plantings and any future curbs and sidewalks and other common areas, and including the cost of labor, equipment, materials and management and supervision thereof.
- 1.2 **Members** - One membership shall exist for each ownership of a parcel. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. The Developer shall have one membership for each parcel not sold. "Parcel" shall refer to that real estate labeled with a parcel number by Developer's survey. All restrictions apply to all parcels of **LAURAL RIDGE**.
- 1.3 **Term** - The Association shall commence upon execution of this agreement for a term of twenty-five (25) years and thereafter unless terminated by a vote of seventy-five percent (75%) of the members as attested and recorded in the Miscellaneous Records of the Recorders Office.

1.4 Director

- a. Duties - The Director shall be responsible for the maintenance of all private roads within **LAURAL RIDGE** and shall collect and deposit in a trust account all road maintenance levies in one account separate from any other. Any dues of the Association shall likewise be collected and deposited in a trust account separate from any other. The Director shall cause notice to be mailed to all owners of record as determined by Auditor's Transfer Books as of December 31, the preceding calendar year, on or before January 15 of the calendar year. The Director shall be accountable for all such expenditures. The Director shall approve, deny or require recommended changes to all building plans as to aesthetics, although subjective, and as to conformity to these covenants and restrictions.
- b. Term/Election - The initial Director shall be appointed by the Developer. The Developer's first appointee is **LORA J. PARSONS**. The initial Director shall serve until the fifty (5th) annual meeting unless otherwise determined by the initial Director, whereupon the Director shall be elected by a majority of the Association members present for a one (1) year term if a successor is elected and qualified. The Director shall be a member of the Association.

1.5 Meetings

- a. Annual Meeting - The annual meeting shall be a 7:00 p.m. on the last Wednesday in March unless otherwise established by the Director. The first annual meeting shall be in the year 2001 or set by the Director if before this date. A notice including time, date and place shall be mailed by United States First Class Mail, certified return receipt requested, to all owners of parcels in **LAURAL RIDGE** according to the records of the Morgan County Auditor. The agenda shall include but not be limited to:
1. The election of a Director.
 2. The audit report of the collection and expenditures of road levies and new levy.
 3. The setting of dues and other expenditures.

4. The audit report of the collection and expenditures of dues or other assessments.
5. Any other item of business determined by the Director or Association upon petition of twenty-five percent (25%) of the members to the Director. The Director shall preside.
- b. Special Meetings - A special meeting may be called by the Director or upon petition of twenty-five percent (25%) of the members to the Association upon fourteen (14) days written and published notice to the members. The notice shall state the purpose and proposed agenda and the time, date and place of meeting.

2.2. 2. Levies and Assessments - In no event shall any assessment, charge or levy, as provided below, be levied against or be due from the Developer for unsold lots.

2.1 Association and Maintenance Levies - the maintenance and repair levy shall be determined by the Director. The levies shall be divided and assessed between member owners as follows:

- a. Streetlight Levy - Shall be divided and assessed equally among all parcels in **LAURAL RIDGE** EXCEPT Parcels 1,2,3,4,18,33 and 34.
- b. Landscape and Community Monument - Shall be divided and assessed equally among all parcels in **LAURAL RIDGE**.
- c. Private Road - The private roadway built within the Forty Foot Wide Easement Number Three in **LAURAL RIDGE** shall be maintained on a share and share alike basis by the owners of Parcels 5,6 and 7 (and parcel 11 or parcel 17 if the owner(s) uses said roadway for access). This levy will be an annual assessment solely determined by the Director and shall not require a vote of members or participants.

2.2 Lien - All road levies, dues or other assessments shall be due and payable on or before May 15, of each calendar year and if not fully paid on or before June 15th of each calendar year, there shall be a lien upon the real estate of the member which may be foreclosed in the name of the Association by judicial proceeding as real estate mortgages are foreclosed, together with pre-judgment interest, attorney fees and costs of collection, without relief from valuation

and appraisal laws. The Director shall cause a list of delinquencies to be prepared each year as of May 15 and recorded the same by last known name(s) of owners of record as set out in the notice in the Miscellaneous Records of the Recorder's Office.

2.2 Priority - The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to date of recordation and the operation of law.

3. Effective Date/Amendments

3.1 Effective Date - These covenants and restrictions shall be in full force and effect upon the recordation of this deed and shall continue until February, 2025, and thereafter until terminated by a vote of seventy-five percent (75%) of the Association members as attested and recorded in the Recorder's Office by the Director.

3.2 Amendment - These covenants and restrictions shall otherwise be amended by a vote of seventy-five percent (75%) of the Association members as attested and recorded in the Miscellaneous Records of the Recorder's Office by the Director.

IN WITNESS WHEREOF, Grantor has executed this deed this 7th day of March, 2000.

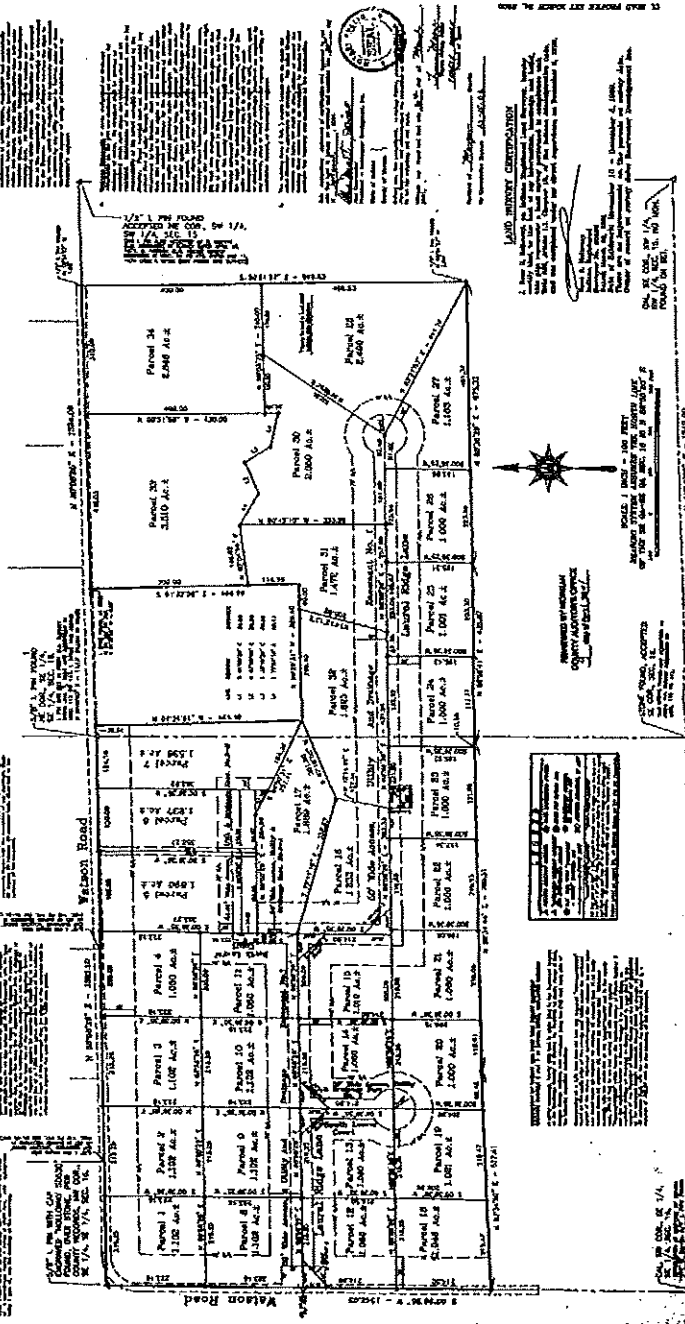
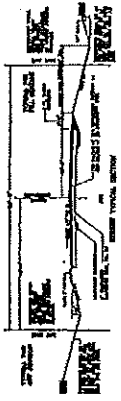

SHANNON L. WIGGINS

#2010495

LAURAL RIDGE - UNPLATED DIVISION OF LAND
PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND
PART OF THE SOUTHWEST QUARTER OF SECTION 15,
ALL IN TOWNSHIP 13 NORTH, RANGE 2 EAST, MORGAN COUNTY, INDIANA.

Surveyed - Open to Road 201

Holloway Associates, P.C.
Professional Engineers, P.C.
and Land Surveyors
11111
(317) 875-1111
(317) 875-1111



SECTION 15
SECTION 16

LAURAL RIDGE - DIVISION SURVEY
DEWEESTER DEVELOPMENT INC.
11111
(317) 875-1111
(317) 875-1111

LAND SURVEY CERTIFICATE
I, the undersigned, being a duly Licensed Professional Engineer and Land Surveyor in the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner thereof.

DEWEESTER DEVELOPMENT INC.
11111
(317) 875-1111
(317) 875-1111

LAURAL RIDGE - DIVISION SURVEY
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STATE OF INDIANA
COUNTY OF MORGAN

20104794
20104794

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STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

AFFIDAVIT RE
AMENDMENT OF COVENANTS AND RESTRICTIONS
OF LAURAL RIDGE

Comes now LORA J. PARSONS, who being duly sworn upon her oath,

states:

1. Affiant is the duly appointed Director of the Laural Ridge Homeowners Association as set forth in a certain Warranty Deed and Grant of Mutual Non-Exclusive rights-of-Way and Utility Easements and Declaration of Covenants of Laural Ridge dated March 7, 2000, and recorded March 8, 2000, in Deed Record 430, page 25, in the Office of the Recorder of Morgan County, Indiana, and is familiar with the matters stated herein by personal knowledge.

2. The Covenants and Restrictions of Laural Ridge as recorded in said Deed Record 430, page 25, provide in Article 3.2 among other provisions, for amendment of those articles by a vote of 75% of the parcel owners (one vote per parcel).

3. By ballot of the parcel owners on April 9th, 2001, as follows:

33 votes for
0 votes against

the following amended Covenants and Restrictions were adopted:

1

LAURAL RIDGEAMENDED COVENANTS AND RESTRICTIONS

All Purchasers, their heirs, successors and assigns, of lots in LAURAL RIDGE shall take title subject to the following covenants and restrictions and shall be bound thereby and the name LAURAL RIDGE shall, from this point forth, be inclusive of all parcels shown on the recorded plat, as shall the name PARCEL OWNER be inclusive of the same:

1. Director - The Director shall review and approve, deny or recommend any necessary changes for approval of all plans for the construction of residential dwelling houses, accessory buildings and all other structures to promote harmony of design and compatibility with existing structures and standards for this community. The Director shall also approve or deny any technical variation or exception from any construction requirements. The Developer, (Deenwester Developments, Inc.) and its successors, heirs and assigns, shall make all appointments until all parcels are sold in all present and subsequent sections of **LAURAL RIDGE** and all parcels' residential dwellings are constructed. The initial Director shall have the right to waive or alter any covenant and restriction.
2. Architectural Design - All buildings, walls, fences and all other structures are subject to the approval of the Director. No building, wall, fence or other structure shall be constructed, erected, placed or altered in **LAURAL RIDGE** until the location and elevation plans, building plans and specifications have been submitted to the Director at least fifteen (15) days before construction commences. The Director will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance of structures already existing and for conformity with surface drainage requirements, living area requirements, external construction, destruction of trees and other vegetation and any other such matter as may affect the environment or ecology of **LAURAL RIDGE**. In the event the Director, or its designated representative, fails to approve or deny any plans and specifications within fifteen (15) days after such plans and specifications have been submitted to the Director, then such plans and specifications will be considered approved.

3. **Land Use** - All parcels herein are for residential use only, limited to one single family dwelling per parcel. No parcel divisions will be permitted
4. **Water** - All parcel owners in **LAURAL RIDGE** must connect to the public water utility as supplied in this development
5. **Soil Erosion Control** - All parcel owners shall be fully responsible and liable for providing proper erosion control on their parcel. In the event proper erosion control is not maintained, the parcel owner shall be held responsible and liable for any and all damages incurred by the Developer, its successors, heirs or assigns, other parcel owners and the homeowner's association. The parcel owner shall also be held accountable to Morgan County Soil and Water Conservation District for any failure to control erosion on said parcel. The Developer shall have the right to assess costs for the repair of damages caused by the parcel owners' failure to control erosion. Each parcel owner or builder shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by a parcel owner or builder or parcel owner's or builder's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Developer. Standards for erosion control on building parcels are established by the Indiana Department of Natural Resources; Division of Soil and Water Conservation. Each parcel owner shall sign for the receipt of a copy of said guidelines prior to soil disturbing activities.
6. **Building Location** - Location of all buildings shall be subject to approval by the Director. Consultation with the Director will be necessary prior to preparation and submittal of site plans.
7. **Dwelling Size** - No dwelling shall exceed three (3) stories in height. An attached side entrance private garage for a minimum of two (2) cars must be included. The ground floor of the dwelling structure, exclusive of basements, garages and porches shall not be less than one thousand eight hundred (1,800) square feet of living area for a one-story dwelling nor less than one thousand two hundred (1,200) square feet of living area on the ground floor for a dwelling of more than one-story. Total living area for a multi-story dwelling shall not be less than two thousand four hundred (2,400) square feet.
8. **Construction Requirements**
 - a. All residences shall be of brick construction. Plans for the exterior of all dwellings (including colors) of shingles, soffit, fascia, gable, gutter, shall be submitted to and are subject to approval by the

Director at least fifteen (15) days before construction commences. All dwellings must be built on a crawl space or basement.

- b. If the roof is a hip type, then a minimum of 8/12 pitch shall be used. If the roof is to be a gable type, then a minimum of 8/12 pitch shall be used.
- c. Overhang (eaves) shall be a minimum of eight (8) inches beyond any exterior wall finish.
- d. After construction all parcels shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage, the ground shall slope away from the dwelling a minimum of one (1) inch per foot for the first six (6) feet outside the perimeter of the foundation as determined by the Director, considering specific parcel characteristics.
- e. All asphalt or concrete driveways shall be subject to the Director's approval after plans and specifications are submitted. Culvert pipe length, diameter and material shall be specified, if required by the Director.
- f. All construction, finish grading and landscaping to be completed within six (6) months of the start of the construction, acts of God and unusual weather or destruction of work in progress excepting.
- g. All parcel owners and their builder/contractors shall be responsible for and maintain the job site in a reasonable, sightly, order, containing all trash and debris within the parcel and properly disposed of or removed as determined by the Director. Parcel owners and their builder/contractors shall register with the Director and obtain from the Director a copy of **LAURAL RIDGE** plat and covenants and restrictions.
- h. All parcel owners and their builder/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to other parcels, gutters, street, storm drainage area, utilities or other improvements, including finished graded and grassed areas.
- i. All parcel owners, for the good of the community, will maintain their property in good condition to the road.

9. **Utility Easements** - Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public

utilities, reasonable and conveniently required, such as lines, ducts, gas and water mains or sewer mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the parcel owner(s) as determined by the Director. Developer or Director reserves the right to add, create, grant or designate any necessary utility easement as required by any utility provider or federal, state or local governmental agency or entity, or subdivision thereof, or Developer's engineer.

10. **Drainage Easements** - Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance of the drainage easement area is the responsibility of the parcel owner(s) as determined by the Director. Parcel owner(s) shall not obstruct or restrict any natural flow of water through the community as solely determined by the Director. Each parcel owner shall take their title subject to the rights of others to use the natural ravines, swales and valleys for the conveyance of storm water and septic system perimeter drain discharge. No owners shall impede or hinder, in any way, the passage of storm water and septic system perimeter drain discharge through or across their parcel. Each owner shall provide adequate structures to convey storm water and septic system perimeter drain discharge where improvements are constructed across swales, valleys and ravines. Unless noted otherwise, there is an eight (8) foot wide drainage easement off of each side of each parcel in this development. Except, on lots that front on the county road (Watson Road) there shall be a drainage easement fifteen (15) feet in width, measured from the edge of the existing county road pavement, off of the entire side of the parcel that is in said county road. Developer or Director reserves the right to add, create, grant or designate any necessary drainage easement as required by any federal, state or local governmental agency or entity, or subdivision thereof, or Developer's engineer.

11. **Resources** - No mining, drilling or excavation of any oil, gas, liquid, aggregate, mineral or soil shall be permitted except as incidental to the site preparation and construction authorized by these covenants and restrictions.

12. **Vehicle Parking** - No unlicensed or inoperative vehicles of any kind, including but not limited to automobiles, boats, trucks, campers, trailers, recreational vehicles, motorcycles or similar vehicles shall be parked on any road, private driveway or parcel. Licensed and operating vehicles (of the kind and nature described above) may be parked on a parcel provided it is screened in such a way that it is not visible to the occupants of the

adjacent parcels. The Director shall determine what is acceptable screening.

13. **Storage and Refuse Disposal** - No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles (including recreational vehicles, boats, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal-proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No trash burning will be allowed.
14. **Vacant Parcel Maintenance** - Vacant parcels shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation allowed to grow in excess of twelve (12) inches in height. Unsold parcels shall be mowed and maintained by the Developer. If sold parcels are not mowed or maintained, the Developer shall have the option to mow or maintain the property by removing trash or debris and charge the parcel owner a reasonable fee as determined by the Director.
15. **Business Use** - No exterior business activity whatsoever shall be permitted.
16. **Auto Mechanics** - No exterior auto mechanics except for minor or routine repair and maintenance of the parcel owner's personal vehicles as determined by the Director.
17. **Nuisance** - No obnoxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood as determined by the Director, nor shall any unlawful act or activity be allowed whatsoever.
18. **Storage Tanks** - No bulk storage tanks of any kind shall be allowed unless screened and approved by the Director.
19. **Utility/Storage Buildings** - All utility/storage building plans, specifications and colors shall be submitted to and subject to approval by the Director at least fifteen (15) days before commencing construction.
20. **Fences** - No fence shall be erected until approval is obtained from the Director as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for fences of a decorative type, provided such fence has been approved by the Director. All fences shall be maintained in good repair by parcel owners as determined by the Director.

- 21.** Animals - The Director shall determine any exception to only a maximum of three (3) household pets permitted per parcel. No other animals shall be permitted without written approval by the Director.
- 22.** Pools - In-ground pools shall be subject to Director's approval and parcel owner(s) must submit to Director any and all specifications at least fifteen (15) days prior to planned construction. Above-ground pools will not be permitted.
- 23.** Mailboxes - The Director shall specify and determine location and type of all mailboxes. No mailbox shall be changed, including color, without Director's written approval.
- 24.** Basketball Goals - Type and location of basketball goals are subject to approval by the Director.
- 25.** Signs - No signs of any kind shall be displayed to the public view on any parcel except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the Developer while parcels are being sold.
- 26.** Enforcement - Enforcement of the LAURAL RIDGE Covenants and Restrictions set out in the Agreement shall be, by proceeding at law, instituted by the Developer as shown on the plat of record, the owner of any parcel of record, or the Director, with any of these entities having the right to bring the action against a violating party. The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five (25) years from the date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by a 75% majority of parcel owners of this community. These covenants and restrictions shall otherwise be amended by a vote of seventy-five (75%) of the Association members as attested and recorded in the Miscellaneous Records of the Recorder's Office by the Director. After the initial term, the covenants may be amended by a 75% majority vote of parcel owners and the owners will be allowed one (1) vote for each parcel owned. Invalidity of any covenant or restriction herein by judgment, Court Order, or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title. Any person, partnership, corporation, or other legal entity violating or attempting to violate any covenant or any restriction set out herein shall be subject to damages for the violation or

the cost of any remedy to cure the violation, including attorney fees, court costs and actual damage to the Developer, Homeowner, or Association for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other parcels in **LAURAL RIDGE** and the Developer. These Covenants and Restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said restrictions and covenants or any additional loss of time by the Developer or other expense in bringing the legal action, including all attorney fees for the Plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and become a lien in the event of an adverse judgment in favor of the Plaintiff and against the Defendant parcel owner. Included in the damages, which shall be recoverable under this section to the Developer, other parcel owners and the Association, will be the monies expended by the Developer, parcel owners or the Association incurring violation or time and expenses which accrue in bringing an action to cure the violation.

ASSOCIATION

All owners of the real estate, whether legal or equitable, shall be members of a non-profit incorporated Association of such owners known as **LAURAL RIDGE HOMEOWNERS ASSOCIATION**.

1. **Purpose** - The purpose of the Association, the Association's Covenants and Restrictions and all assessments levied by the Association, shall be for the purpose of promoting the preservation, conservation of environment and beauty of **LAURAL RIDGE**; for promoting the recreation, health, safety and welfare of the residents of **LAURAL RIDGE**, and in particular for the improvements and maintenance of the common properties situated in the community, including but not limited to, the payment of insurance thereof and repair, replacement and maintenance of common areas including lighting, roadways, drainways, culvert pipes, entrance of stone and brick sign, plantings and any future curbs and sidewalks and other common areas, and including the cost of labor, equipment, materials and management and supervision thereof.

- 1.2 **Members** - One membership shall exist for each ownership of a parcel. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. The Developer shall have one membership for each parcel not sold. "Parcel" shall refer to that real estate labeled with a parcel number by Developer's survey. All restrictions apply to all parcels of **LAURAL RIDGE**.

1.3 Term - The Association shall commence upon execution of this agreement for a term of twenty-five (25) years and thereafter unless terminated by a vote of seventy-five percent (75%) of the members as attested and recorded in the Miscellaneous Records of the Recordors Office.

1.4 Director

a. **Duties** - The Director shall be responsible for the maintenance of all private roads within **LAURAL RIDGE** until such time as such roadways are accepted by the Commissioners of Morgan County and shall collect and deposit in a trust account all road maintenance levies in one account separate from any other. Any dues of the Association shall likewise be collected and deposited in a trust account separate from any other. The Director shall cause notice to be mailed to all owners of record as determined by Auditor's Transfer Books as of December 31, the preceding calendar year, on or before January 15 of the calendar year. The Director shall be accountable for all such expenditures. The Director shall approve, deny or require recommended changes to all building plans as to aesthetics, although subjective, and as to conformity to these covenants and restrictions.

b. **Term/Election** - The initial Director shall be appointed by the Developer. The Developer's first appointee is **LORA J. PARSONS**. The initial Director shall serve until the fifth (5th) annual meeting unless otherwise determined by the initial Director, whereupon the Director shall be elected by a majority of the Association members present for a one (1) year term if a successor is elected and qualified. The Director shall be a member of the Association.

1.5 Meetings

a. **Annual Meeting** - The annual meeting shall be a 7:00 p.m. on the last Wednesday in March unless otherwise established by the Director. The first annual meeting shall be in the year 2001 or set by the Director if before this date. A notice including time, date and place shall be mailed by United States First Class Mail, certified return receipt requested, to all owners of parcels in **LAURAL RIDGE** according to the records of the Morgan County Auditor. The agenda shall include but not be limited to:

1. The election of a Director.
 2. The audit report of the collection and expenditures of road levies and new levy.
 3. The setting of dues and other expenditures.
 4. The audit report of the collection and expenditures of dues or other assessments.
 5. Any other item of business determined by the Director or Association upon petition of twenty-five percent (25%) of the members to the Director. The Director shall preside.
- b. **Special Meetings** - A special meeting may be called by the Director or upon petition of twenty-five percent (25%) of the members to the Association upon fourteen (14) days written and published notice to the members. The notice shall state the purpose and proposed agenda and the time, date and place of meeting.

2. **Levies and Assessments** - In no event shall any assessment, charge or levy, as provided below, be levied against or be due from the Developer for unsold lots.

2.1 **Association and Maintenance Levies** - the maintenance and repair levy shall be determined by the Director. The levies shall be divided and assessed between member owners as follows:

- a. **Streetlight Levy** - Shall be divided and assessed equally among all parcels in LAURAL RIDGE EXCEPT Parcels 1,2,3,4,18,33 and 34.
- b. **Landscape and Community Monument** - Shall be divided and assessed equally among all parcels in LAURAL RIDGE.

2.2 **Lien** - All road levies, dues or other assessments shall be due and payable on or before May 15, of each calendar year and if not fully paid on or before June 15th of each calendar year, there shall be a lien upon the real estate of the member which may be foreclosed in the name of the Association by judicial proceeding as real estate mortgages are foreclosed, together with pre-judgment interest, attorney fees and costs of collection, without relief from valuation and appraisal laws. The Director shall cause a list of

delinquencies to be prepared each year as of May 15 and recorded the same by last known name(s) of owners of record as set out in the notice in the Miscellaneous Records of the Recorder's Office.

2.2 Priority - The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to date of recordation and the operation of law.

3. Effective Date/Amendments

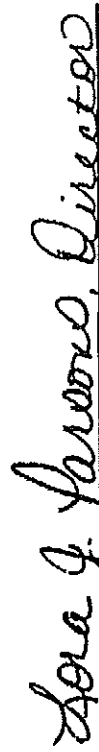
3.1 Effective Date - These covenants and restrictions shall be in full force and effect upon the recordation of this deed and shall continue until February, 2025, and thereafter until terminated by a vote of seventy-five percent (75%) of the Association members as attested and recorded in the Recorder's Office by the Director.

3.2 Amendment - These covenants and restrictions shall otherwise be amended by a vote of seventy-five percent (75%) of the Association members as attested and recorded in the Miscellaneous Records of the Recorder's Office by the Director.

4. Indemnity

Developer and Director shall be indemnified and held harmless from any liability or damages incurred as a result of any act or omission performed by Developer or Director at the request or direction of any federal, state or local governmental agency or entity, or subdivision thereof, or in the exercise of their duties as set forth herein.

Therefore, the Covenants and Restrictions of Laural Ridge shall be deemed amended this 9th day of April, 2001.



LORA J. PARSONS, Director
LAURAL RIDGE HOMEOWNERS ASSOCIATION

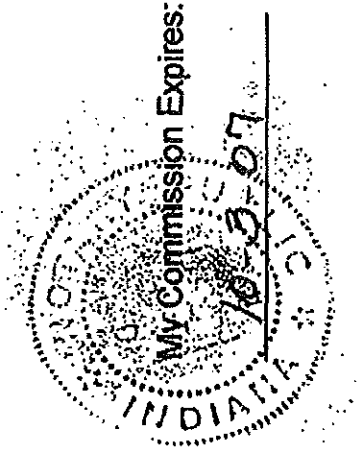
STATE OF INDIANA)
)SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared Lora J. Parsons, as Director of Loral Ridge Homeowners Association, who acknowledged the execution of the foregoing Affidavit Re: Amendment of Covenants and Restrictions of Loral Ridge for and on behalf of said Loral Ridge Homeowners Association, and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9th day of April, 2001.

(Signature) Cathy I. Neal

(Printed) CATHY I. NEAL
Notary Public
Resident of Morgan County, IN



This instrument prepared by:

Ralph M. Foley
Attorney at Law
FOLEY, FOLEY & PEDEN 01 APR -9 AM 11:46
60 East Morgan Street
P. O. Box 1435
Martinsville, IN 46151
Ralph M. Foley
MORGAN CO RECORDER

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FOR RECORD

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