

PLAT  
B-1106Dedication of Morgan Trails Subdivision, Section One

We the undersigned, Rod P. Stafford and Todd A. Stafford, owners of said real estate shown and described on the attached plat, do hereby certify that we have laid off, platted, and subdivided said real estate in accordance with the attached plat.

This subdivision shall be known as Morgan Trails Subdivision, Section One, a subdivision consisting of sixteen (16) lots, numbered One (1) through Sixteen (16) inclusive, and being located within Washington Township, Morgan County, Indiana. All streets and roads, not heretofore dedicated, are hereby dedicated to the public.

COVENANTS AND RESTRICTIONS

- I. All purchasers of Morgan Trails Subdivision shall take title subject to the following covenants and restrictions and be bound thereby.
  1. **Land Use:** All lots herein are for residential use only, limited to one single family dwelling per lot.
  2. **Building Location:** No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines per appropriate building codes and this plat. For the purpose of this covenant, eaves, steps and/or stoops shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. No lot in Morgan Trails Subdivision shall be permitted to be subdivided in order to create an additional building site.
  3. **Utility Easements:** Areas, including eaves, designated as utility easements on the plat are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the lot owners at the time said transmission line is to be constructed. No structures shall be erected on or maintained within these easements, and the maintenance is the responsibility of the owner.
  4. **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 is the responsibility of the lot owner.
  5. **Entry Sign Easement:** Areas designated as entry sign easements on the attached plat are for the installation and maintenance of entry signs and/or structures for Morgan Trails Subdivision. The maintenance of the signs and the landscaping associated with these signs is the responsibility of the Morgan Trails Subdivision Homeowners Association; however, the maintenance of the remaining area within these easements is the responsibility of the lot owner.
  6. **Fences:** All fences are to be erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction of any other property. Stockade or privacy fences shall be constructed of wood, brick or stone. Chain link fencing shall not be permitted. Fencing shall not exceed four (4) feet in height, except six (6) feet or as per statute by governing authority. Fencing shall not be permitted any closer to the front lot line than the building setback lines or the front of an existing home at the time the fence is built. All fences shall be maintained in good repair.
  7. **Vacant Lot Maintenance:** Vacant lot shall be maintained by the following terms: No trash shall be allowed to accumulate, and grass or growth shall not be over eight (8) inches in height. Unsold lots shall be mowed and maintained by the Developer. If said lots are not maintained, the Developer shall have the option to mow the property and charge the owner a fee.
  8. **Nuisance:** No noxious 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.
  9. **Parking & Storage of Vehicles and Boats:** No trucks, other than standard pick-up type; campers, trailers, recreational vehicles, boats, boat trailers, or similar vehicles (excepting temporary construction trailers being used in conjunction with work in progress) shall be parked on any street or lot for a period of more than forty-eight (48) hours unless such vehicles are stored within a garage. No inoperative or unlicensed vehicles shall be parked or repaired on any lot or on the driveways thereof.
  10. **Appearance of Lot:** All equipment, garbage can, and related items shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Outside trash burners will not be permitted. No owner of a lot shall burn or permit the burning out-of

doors of garbage or other refuse.

11. **Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, or other household pets may be kept, provided that they are kept, bred, or maintained for any commercial purpose. No more than three dogs or cats, or any combination, shall be kept on any lot.
  12. **Dwelling Restrictions:** No mobile home, trailer or other portable device or outbuilding, garage or basement shall be used as a residence. This provision shall not be construed to prevent a builder from using such for material or tool storage or office during the period of construction of a temporary office for Developer's marketing or promotional purposes.
  13. **Dwelling Quality and Size:** The ground floor of the main structure, exclusive of one-story open porches, basements and garages, shall be not less than one thousand two hundred (1200) square feet for a one-story dwelling nor less than one thousand five hundred (1500) square feet for a dwelling of more than one story, with at least a minimum of one thousand one hundred (1100) square feet on ground level.
  14. **Other Structures:** No more than one (1) out-building no larger than 12'x16' or one hundred ninety-two (192) square feet shall be erected on any lot. The construction of the out-building must conform with the frame portion of the dwelling in appearance, i.e. materials, color, roof, etc. No sheet metal buildings are allowed.
  15. **Garages and Driveways:** No dwelling shall have less than a full size 2-car or more than a 3-car attached garage. All driveways and vehicle parking areas shall be hard surfaced with either concrete, brick or asphalt. No gravel or stone driveways will be permitted.
  16. **Construction Requirements:**
    - a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish on gutters, roof, edges, and front gables.
    - b. The roof shall have a minimum of a 6/12 pitch and shingles shall be asphalt, cedar, or fiberglass.
    - c. Exterior building materials shall be limited to brick, stone, vinyl siding, and/or stained or painted wood. The first story shall have no less than eighty percent (80%) percent brick or stone on the exterior except for gabled ends. No log cabins, modular homes, or mobile homes, shall be permitted.
    - d. Each dwelling shall have an engraved stone address block installed on the front exterior of the dwelling.
    - e. Construction of any dwelling shall be completed within one (1) year of the start of construction.
  17. **Access Restrictions:** Access for all lots within Morgan Trails Subdivision shall be obtained from the streets within this subdivision. No lot within this subdivision shall directly access State Highway 888.
  18. **Lake Rights:** No owner of the lots within Morgan Trails Subdivision, Section One, shall have the right to use any future lakes within Morgan Trails Subdivision, without the consent of a Lot Owner which borders any future lake, and the owners of lots within Section One shall not be responsible for the payment of any dues for the maintenance of any future lakes within Morgan Trails Subdivision.
  19. **Erosion Control:** Once a lot is sold by the Developer, the lot owner shall assume all liability for any erosion damage caused by sediment leaving their lot. The lot owner shall be responsible for installing and maintaining adequate erosion control measures.
  20. **Miscellaneous:** The owners of all the lots of Morgan Trails Subdivision acknowledge that the real estate is in or adjacent to an area zoned for agricultural land uses including, but not limited to, the production of animal or plant life, including forestry, pasturing or yarding livestock, and planting, growing, cultivating, and harvesting crops for human or livestock consumption. The owners of all of the lots of Morgan Trails Subdivision agree to waive any and all objection to any such agricultural land use on any real estate zoned for such uses within two (2) miles of any boundary of the real estate; and, that such agricultural land uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health.
- II. All owners of lots in Morgan Trails Subdivision shall be members of an association of such owners known as the Morgan Trails Subdivision Homeowners Association. The purpose of the Association is for maintenance of the retention/detention areas (not including any future lakes), the median areas of the boulevards within this subdivision, common areas, and the subdivision signs at the entrances to this subdivision.



MORGAN COUNTY, INDIANA

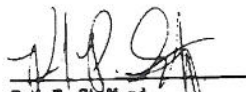
1. **Members:** One membership shall exist for each of the numbered lots within all of the sections of this subdivision. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. Purchasers on contract (equitable owners) shall be entitled to the membership rather than the Developer or Seller. The Developer shall have one membership for each lot not sold.
2. **Term:** The Association shall commence upon execution of this Agreement and remain for a term of twenty-five (25) years and thereafter unless terminated by a vote of seventy-five (75) percent of the members as attested by the miscellaneous records of the Recorder's Office of Morgan County, Indiana.
3. **Director:**
  - a. **Duties:** The Director shall be responsible for the maintenance of the retention/detention areas (not including any future lakes), the median areas of the boulevards within this subdivision, common areas, and the subdivision signs at the entrances to this subdivision. The Director shall collect and deposit in the trust account all dues collected from the members of the Association. The Director shall be accountable for all expenditures and the Contracting of all maintenance.
  - b. **Term/Election:** The initial Director shall be appointed by the Developer. The initial director shall serve until the first annual meeting, whereupon he shall be elected by a majority of the members present for a one year term or until a successor is elected and qualified. Except for the Developer's appointee, the Director shall be a member of the Association.
4. **Committee:**
  - a. **Duties:** The Committee shall be responsible for setting dues for the Association based upon the amount of moneys needed to maintain the retention/detention areas (not including any future lakes), the median areas of the boulevards within this subdivision, common areas, and the subdivision signs at the entrances to this subdivision. It shall meet as required and shall also establish quorum and voting rules; otherwise a majority vote controls. It shall maintain a minute book of its proceedings and elect a Secretary and Chairperson.
  - b. **Term/Election:** The Committee shall consist of not less than three (3) members nor more than seven (7) members. Initially the Committee shall consist of three (3) members and shall be changed only upon a majority vote of the membership of the Association. Each member of the Committee shall be elected beginning with the first annual meeting and shall serve until their successors are elected and qualified. The term of a Committee Member shall be three years and staggered so that no more than two (2) new members are elected each year. Initially the term shall be for three (3), two (2), and one (1) years as designated.
5. **Meetings:**
  - a. **Annual Meeting:** The Annual Meeting shall be at 7:00 p.m. on the last Wednesday in January unless otherwise established by the Committee. The first Annual Meeting shall be in the year 1998. A notice including time, date, and place shall be mailed by U.S. mail to all owners of the lots in Morgan Trails Subdivision and to the owner(s) of any undeveloped parcels within Morgan Trails Subdivision. The agenda shall include:
    1. The election of a Director.
    2. The election of Committee Members.
    3. The audit report of all expenditures for maintenance.
    4. The setting of dues or other expenditures.
    5. Any other item of business determined by the Director or Committee upon petition of 10% of the Association Members.The Director shall preside at all meetings.
  - b. **Special Meetings:** Special meetings may be called by the Director or Committee upon petition of Fifteen (15) percent of the Association Members to the Committee with the meeting to be held no sooner than fourteen (14) days after written notice is mailed. The notice shall state the purpose and proposed agenda, the time, date, and place of the meeting.
6. **Dues:**
  - a. **Initial Dues:** The Developer agrees to allot Fifty Dollars (\$50) from the initial sale of each lot as dues to the Homeowners Association. Until twenty (20) percent of the lots of Morgan Trails Subdivision have been sold by the Developer, the Developer shall maintain the retention/detention areas, any future lakes, the median areas of the boulevards within this subdivision, the common areas, and the subdivision signs at the entrances to this subdivision. After twenty (20) percent of the lots have been sold by the Developer, the Homeowners Association shall be responsible for the

maintenance of the retention/detention areas (not including any future lakes), the median areas of the boulevards within this subdivision, common areas, and the subdivision signs at the entrances to this subdivision.

- b. Annual Dues: The Developer shall not be responsible for the payment of any dues on lots owned by the Developer that remain unsold, all other lot owners shall be assessed annual dues in an initial amount of Seventy-five Dollars (\$75) per year which shall be due each year starting January 1, 1998. All dues or assessments shall be assessed per Association Member and as authorized and approved by the Committee. This covenant may not be changed by the Morgan Trails Subdivision Association.
- c. Liens: All dues or other assessments shall be due and payable on or before January 1 of each calendar year and if not fully paid on or before January 1 of each calendar year shall become a lien upon the real estate of the Association Member which may be foreclosed in the name of the Association by judicial proceedings as real estate mortgages are foreclosed, together with pre-judgment interest, attorney fees and cost of collection, without relief from valuation and appraisal laws. The Director shall cause a list of delinquencies to be prepared each year as of February 28th and record the same by last known names of homeowners of record as set out in the notice in miscellaneous records of the Recorder's Office of Morgan County, Indiana.
- d. Priority: The priority of any lien herein shall be second and junior to any other purchase money mortgage. Otherwise, such lien is entitled the priority and dignity accorded to the date of recordation and operation of law.

III. Enforcement of the Covenants and Restrictions: The right to enforce these Covenants and Restrictions of Morgan Trails Subdivision by injunction or to seek damages for violation or other remedy is dedicated to the Owners of the lots herein and the Developer. The restrictions shall remain in full force for twenty-five (25) years from date of the execution of this Agreement, at which time such covenant shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by the majority of lot owners of this section. Invalidation 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 forfeiture or reversion of title.

In witness whereof, the undersigned have set their hands and seals this 14<sup>th</sup> day of February, 1997.

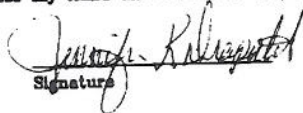
  
Rod P. Stafford

  
Todd A. Stafford

STATE OF INDIANA )  
                          ) SS  
COUNTY OF MORGAN )

Before me, the undersigned, a Notary Public in and for the Said County and State, personally appeared Rod P. Stafford and Todd A. Stafford, and acknowledged the execution of the attached plat of Morgan Trails Subdivision, Section One, and the Covenants and Restrictions for Morgan Trails Subdivision.

Witness my Hand and Seal this 14<sup>th</sup> day of February, 1997.

  
Signatures

Jennifer R. Drapeau  
Printed

My commission expires 10-16-97







6

9710565

Ref. DR 394-318

Ref. DR 400 p. 179

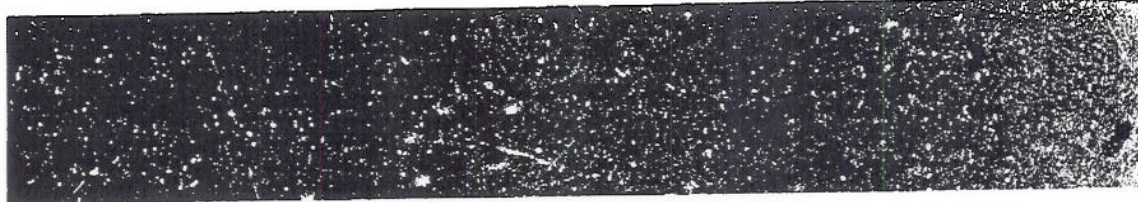
Page 1 of 2

MORGAN TRAILS SUBDIVISION  
Section One

Revised Covenants

249  
Book 400 Page

- I. 2. Building Location: Thirty-five feet front set-back and fifteen feet side set-back, minimum, with variance in writing by developer.
- 10. A neat and orderly appearance is to be kept at all times.
- 13. Dwelling Quality and Size: The ground floor of the main structure, exclusive of one-story open porches, basements and garages, shall be not less than one thousand six hundred seventy-five (1675) square feet for a one-story dwelling nor less than one thousand seven hundred and fifty feet (1750) square feet for a dwelling of more than one story, with at least a minimum of one thousand three hundred seventy-five (1375) square feet on ground level.
- 16. Construction Requirements:
  - b. The roof shall have a minimum pitch as per plan approval. The roof shall consist of asphalt, cedar, or fiberglass.
  - c. The percentage of brick or stone and siding will be determined by plan approval.
  - d. Address block must be 8" x 16" or similar and may be made of stone, brass, or similar materials.
- II. 6. Dues:
  - b. Annual Dues: The Developer shall not be responsible for the payment of any dues on lots owned by the Developer that remain unsold, all other lot owners shall be assessed annual dues in an initial amount of One hundred Dollars (\$100.00) per year which shall be due each year starting January 1, 1998. All dues or assessments shall be assessed per Association Member and as authorized and approved by the Committee. This covenant may not be changed by the Morgan Trails Subdivision Association, with the exception of the annual dues. Dues may be raised but not lowered until developers have sold all lots.
- IV.
  - 1. Plan Approval: All homes must meet plan approval subject to a written signature on a floor plan and four elevations.
  - 2. At no time may the association change or modify any of the Covenants and Restrictions, Construction Requirements, or any part of these recordings with the exception of the amount of the annual dues as provided for in Section II, 6. D. -Line b. until the developer has sold all of the lots in Sections I through IV.
  - 3. There shall be no above-ground pools.
  - 4. There shall be matching mail boxes and posts on every lot as designated by developer.



Ref. DR 400 p. 179  
Page 2 of 2

MORGAN TRAILS SUBDIVISION  
Section One

Revised Covenants

Book 400 Page 250

In witness whereof, the undersigned have set their hands and seals this 18<sup>th</sup> day  
of August, 1997.

[Signature]  
Rod P. Stafford

[Signature]  
Todd A. Stafford

STATE OF INDIANA )  
                                  ) SS  
COUNTY OF Morgan

Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE, THIS 18<sup>th</sup> DAY OF August, 1997.



Notary [Signature]  
SIGNED

Jennifer R. Drapak  
PRINTED

MY COMMISSION EXPIRES: 10-6-97  
MY COUNTY OF RESIDENCE IS: Morgan  
THIS INSTRUMENT PREPARED BY: Rod Stafford



Book 400 Page 251

B. L. Stafford  
Barry L. Stafford

IN WITNESS THEREOF, I have hereunto set my hand and seal this 18th day of August, 1997.

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Morgan )

Before me, a Notary Public, in and for said County and State, personally appeared Barry L. Stafford, who acknowledged the execution of the foregoing Revised Covenants, and stated that the foregoing representations are true.

Witness my hand and Notarial seal, this 18th day of August, 1997.

My Commission Expires:

10-6-97



Jennifer R. Drapelik  
Signature of Notary Public

County of Residence:

Morgan

Jennifer R. Drapelik  
Printed Name of Notary Public

James B. Ham  
James B. Ham

IN WITNESS THEREOF, I have hereunto set my hand and seal this 18th day of August, 1997.

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Morgan )

Before me, a Notary Public, in and for said County and State, personally appeared James B. Ham, who acknowledged the execution of the foregoing Revised Covenants, and stated that the foregoing representations are true.



James B. Ham

7-2-97

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Witness my hand and Notarial seal, this 18<sup>th</sup> day of August, 1997.

My Commission Expires: 7-2-99



County of Residence: Morgan

[Signature]  
Signature of Notary Public

DON R. LEISEN  
Printed Name of Notary Public

Robert E. Schram  
Robert E. Schram

IN WITNESS THEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of August, 1997.

STATE OF INDIANA )  
                              ) SS:  
COUNTY OF Morgan )

Before me, a Notary Public, in and for said County and State, personally appeared Robert E. Schram, who acknowledged the execution of the foregoing Revised Covenants, and stated that the foregoing representations are true.

Witness my hand and Notarial seal, this 18<sup>th</sup> day of August, 1997.,

My Commission Expires: 7-2-99



County of Residence: Morgan

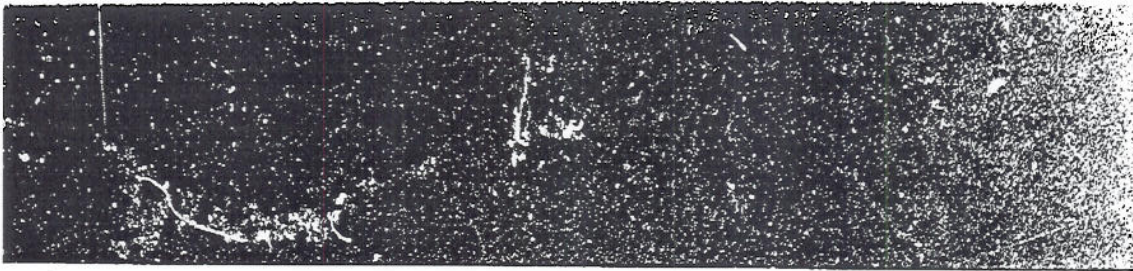
[Signature]  
Signature of Notary Public

DON R. LEISEN  
Printed Name of Notary Public

RECEIVED FOR RECORD  
August 19 1997  
4:31 A.  
Vickie Kivett  
MORGAN COUNTY RECORDER

cd0109





1400

9710566

Book 148 Page 145**RATIFICATION AND DEDICATION**

WHEREAS there has been caused to be platted certain real estate known as:

**Morgan Trails Subdivision, Section One, Washington Township, as per plat thereof recorded in Deed Record 394 page 318 - 319 and Revised in Deed Record 400 page(s) 179-180 in the Office of the Recorder of Morgan County, Indiana.**

WHEREAS Barry L. Stafford does hereby state that he is the fee title owner of Lot Number Sixteen (16) in Morgan Trails Subdivision.

WHEREAS James B. Ham does hereby state that he is the fee title owner of Lot Ten (10) in Morgan Trails Subdivision.

WHEREAS Robert E. Schram does hereby state that he is the fee title owner of Lot Nine (9) and Fifteen (15) in Morgan Trails Subdivision.

WHEREAS said plat was executed by Rod P. Stafford and Todd A. Stafford with dedications as stated in plat.

WHEREAS, the undersigned, through inadvertent error failed to executed said revised plat and are now desirous of joining in the execution of said plat, including therewith the dedication of utility strips, thoroughfares and restrictions as provided in said plat.

WHEREAS, the undersigned, by this instrument, do hereby ratify the aforementioned revised plat of Morgan Trails Subdivision, Section One (1). Thus, the undersigned does hereby join in the dedication of all easements, utility strips, thoroughfares and restrictions as depicted and shown on said plat to the extent of having the same force and effect as if the undersigned had joined in the execution of said plat.



Book 148 Page 146

[Signature]  
Barry L. Stafford

IN WITNESS THEREOF, I have hereunto set my hand and seal this 18th day of August, 1997.

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Morgan )

Before me, a Notary Public, in and for said County and State, personally appeared Barry L. Stafford, who acknowledged the execution of the foregoing Ratification and Dedication, and stated that the foregoing representations are true.

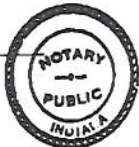
Witness my hand and Notarial seal, this 18th day of August, 1997.

My Commission Expires:

10-6-97

County of Residence:

Morgan



[Signature]  
Signature of Notary Public

Jennifer R. Drapalik  
Printed Name of Notary Public

[Signature]  
James B. Ham

IN WITNESS THEREOF, I have hereunto set my hand and seal this 18th day of August, 1997.

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public, in and for said County and State, personally appeared James B. Ham, who acknowledged the execution of the foregoing Ratification and Dedication, and stated that the foregoing representations are true.



[Signature]

DON R. LEISEN  
NOTARY PUBLIC  
MORGAN COUNTY, IN  
My Commission Expires 7-2-99





Book 148 Page 147

Witness my hand and Notarial seal, this 18<sup>th</sup> day of August, 1997.

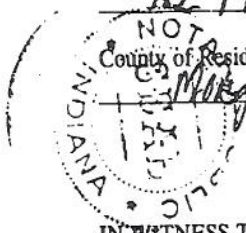
My Commission Expires: 2-9-99

*[Signature]*  
Signature of Notary Public

County of Residence: Morgan

Don R. Heisen  
Printed Name of Notary Public

Robert E. Schram  
Robert E. Schram



IN WITNESS THEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of August, 1997.

STATE OF INDIANA )  
COUNTY OF Morgan ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared **Robert E. Schram**, who acknowledged the execution of the foregoing Ratification and Dedication, and stated that the foregoing representations are true.

Witness my hand and Notarial seal, this 18<sup>th</sup> day of August, 1997.

My Commission Expires: 7-4-99

*[Signature]*  
Signature of Notary Public

County of Residence: Morgan

Don R. Heisen  
Printed Name of Notary Public

This instrument prepared by: Jennifer E. Jones, attorney-at-law  
52 South Jefferson Street  
Danville, IN 46122  
Telephone: (317) 745-8500



RECEIVED FOR RECORD  
August 19 1997  
7:32 A.M.  
Yickie Kivette  
MORGAN COUNTY RECORDER

