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9919069NORTH MADISON CROSSINGRESTRICTIONS AND PROTECTIVE COVENANTS

We, the undersigned owners of the real estate known as North Madison Crossing, a platted subdivision in the West Half of the Southeast Quarter of Section 28, Township 14 North, Range 2 East, Madison Township, Morgan County, Indiana, do hereby establish these restrictions and protective covenants to run with the land and be binding upon the owners of lots in North Madison Crossing, their heirs, assigns and successors in title.

Said restrictions and protective covenants are as follows:

1. This subdivision shall be know and designated as North Madison Crossing. All streets, roadways and drives as shown in said plat are hereby dedicated to the public and are for the use of the owners of the lots in said subdivision.
2. Building and set back lines are hereby established as shown in said plat and the building lines are to be constructed in such a manner that no structure shall be erected or maintained on said building line or between the street and the building line. All other building setbacks are to conform to Mooresville building codes for the purpose of this covenant, eaves, steps and open porches shall not be considered a part of this building.
3. That the utility easements shown on said plat are reserved for the public utility companies, not including transportation companies, for the installation of lines, ducts, gas or water mains or laterals and sewers. Drainage easements as shown in said plat are reserved as drainage ways/swails for water runoff, and said ways/swails are to be maintained by the adjoining owner such that the water runoff from adjacent lands is not obstructed or hindered in its flow through said drainage ways/swails. No permanent structure shall be maintained upon the said utility and/or drainage strips. All owners shall take their titles subject to the rights of the public utilities and subject to the rights of the owners of the other lots in this subdivision.
4. All lots herein are for residential use only, limited to one (1) single family dwelling per lot. No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained in any of said lots.
5. No more than one dwelling shall be placed upon any one lot. There shall be no subdivision of any lot or lots, nor sale thereof in parcels, except that a portion or portions of any unimproved lot may be sold to any adjoining owner, as long as no new lot is thereby created.
6. All waste from bathrooms, sinks and laundry tubs shall be disposed of through sewer lines and shall comply with the regulations of the Indiana State Board of Health and all other proper state or municipal authorities.



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7. No dumping of refuse, garbage or tin cans will be permitted.
8. No trailer or other device shall be altered, placed or permitted to remain thereon and no trailer, portable device, garage or outbuildings shall be used as a residence thereon.
9. Chain link fences and privacy fences are permitted in the rear yard only. All fences must be approved by the architectural committee prior to installation.
10. No livestock or poultry shall be quartered or permitted to remain thereon, except for household pets, which shall be confined to the owners premises unless the animal is on a leash accompanied by the owner. No more than three (3) total of either dogs, cats or other household pets to be kept on any lot, provided they are not kept, bound or maintained for commercial purposes.
11. No vehicle that is not in operating condition will be permitted to remain on any lot in the subdivision for a period of more than thirty (30) days, unless kept within the garage. Except for minor or routine repair and maintenance of owner's personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics whether for hire or otherwise, shall be permitted.
12. The dwelling must be connected to the public water utility; however, a well may be used for watering lawns or other non-portable water uses. All connections to a public utility or to a private well must comply with the regulations of the Indiana State Board of Health and all other proper State or municipal authorities.
13. After dark no trucks larger than 1 ton, tractor-trailers or motorized RVs are permitted in view of the public or to be parked on streets or in driveways. Outside storage of campers, boats, and/or recreational vehicles is prohibited.
14. Above ground pools and television antennas are not permitted. Satellite dishes larger than three (3) feet in diameter are not permitted.
15. Initial mailboxes are provided by, furnished and installed by the developer. The Homeowner's Association is to assume responsibility for their upkeep, maintenance and replacements.
16. No signs of any kind shall be displayed to the public view on any lot except for one (1) sign of not more than five (5) square feet, advertising the property for sale or rent. This covenant does not apply to marketing or promotional signs of the developer while lots are being sold nor to any sign required by law.



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17. Construction requirements:
  - a. No dwelling shall exceed two and one-half (2 1/2) stories in height.
  - b. All dwellings to include a private attached garage to accommodate at least two (2) cars. Detached garages or other permanent detached structures, on permanent foundations, are not permitted.
  - c. Each lot is allowed a maximum of one (1) residential accessory building, such as a mini barn. This building is not to be on permanent foundation and shall not exceed 150 square feet. This building shall observe all building set back requirements, be constructed of wood, wood composition or siding matching the home, and shall have a roof of either asphalt, fiberglass or cedar shingles. These buildings must be approved by the architectural committee prior to construction.
  - d. Each dwelling, exclusive of porches, basements and garages shall not have less than 1200 square feet and all multilevel homes to have a minimum of 900 square feet on the ground level. Not less than 20% of the dwellings in North Madison Crossing shall contain 1400 square feet or greater of living area.
  - e. Each dwelling to be constructed with central air-conditioning.
  - f. All drives and parking areas are to be concrete. All residents shall provide sufficient off-street parking to accommodate all their vehicles.
  - g. The exterior of all structures shall be of brick or stone veneer, or a combination of brick or stone, or approved siding alone or in combination with brick and stone. At least 30% of the homes shall have a minimum of 100% masonry on the first story. The balance of 70% of the homes to have a minimum of at least 35% masonry (excluding windows and doors) on the first story, front elevation.
  - h. All homes, excluding porches are to have a minimum of 6/12-roof pitch with asphalt, fiberglass or cedar shingles, and a minimum of 1 1/2 baths.
  - i. All homes are to be constructed on crawl spaces or basements, using 16" o/c stud construction (roof trusses and floor trusses are excepted from this requirement).
  - j. No log cabins, modular or mobile homes shall be permitted.
  - k. All plans for the dwellings must be approved by the architectural committee. This committee consists of the developer and his designated builders. This responsibility is to be assumed by the homeowners association after all homes are built.



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l. Construction of any dwelling must be completed within one (1) year from the date of commencement of construction (weather permitting).

m. Any exterior changes or alterations to approved drawings must be approved by the architectural committee.

18. Owners Association - All owners of the various lots in sections of North Madison Crossing Planned Unit Development, whether legal or equitable, shall be members of an incorporated association of such owners to be known as North Madison Crossing Owners' Association, Incorporated. The North Madison Crossing Owners' Association shall be governed by the following provisions:

a. One voting membership shall exist for each lot, including all owners, whether legal or equitable, and regardless of the number, or form of tenancy.

b. The corporation shall be incorporated by the Developer upon the sale of 55% of the lots in the first section. The Developer shall appoint an initial Board of Directors consisting of an Association President and two additional members. The Developer shall appoint the Board of Directors until such time as the Developer no longer holds title to any lot (s) in any section of the development.

c. To provide for a sound financial basis, the Developer shall collect from each lot owner, at the time of sale, \$100.00 to be deposited in an account, established at a financial institution having an office in the Town of Mooresville, in the name of the North Madison Crossing Owners' Association, Incorporated.

d. The Association shall hold an annual meeting of the membership not later than March 31 of each year. Each member of the association shall be given not less than 14 days notice of any meeting of the membership. Notice shall contain the date, time and place of the meeting and shall be sent to the owners as disclosed by the records of the Auditor of Morgan County. After the date the Developer no longer holds title to any lot(s) in any section of the development, the membership, at the next annual meeting, shall elect a Board of Directors.

e. The North Madison Crossing Owners' Association, Incorporated shall have responsibility for the following items: (1) maintenance and repair of drainage swails, commonly owned retention basins, and associated items; (2) maintenance of any common areas, including the common area of the retention basins, and associated items; (3) liability insurance in an amount sufficient to protect the corporation, its officers and directors; (4) payment of professional fees and any other monies resulting from activities of the corporation;



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- (5) maintenance and upkeep of all mail boxes, street lights, street signs and entry signs;
- (6) an annual audit of the financial records of the corporation by a certified public accountant and publication of the audit at the annual meeting;
- (7) any other responsibility that the membership accepts by majority vote at the annual meeting.

f. The Board of Directors shall establish an annual lot assessment, to be paid by each lot owner on or before June 1 annually, in an amount sufficient to fund the responsibilities of the corporation for the next calendar year and maintain an operating surplus equal to 50% of the preceding calendar year expenses. If the assessment is not paid, there shall be a lien upon the real estate of the owners said lot, which may be foreclosed in the name of the corporation by judicial proceeding as real estate mortgages are foreclosed, together with prejudgment interest, attorney fees, and costs of collection, with relief from valuation and appraisal laws.

The directors shall cause a list of delinquencies to be prepared each year at the annual meeting and record the same by last known names of owners of record as set forth in the Auditor's Office, said list to be filed in the Office of the Morgan county Recorder. The priority of any lien herein shall be second and junior to any purchase money mortgage applicable to any particular lot. Actions to enforce such lien may be by the Board of Directors or their designated officers, which shall consist of a President and Secretary- Treasurer.

19. Lake Owners' Association - All owners of North Madison Crossing Lots 46 thru 52, Lot 55 and Lots 124 thru 139 in Planned Unit Development, whether legal or equitable, in addition to being a member of the North Madison Crossing Owners' Association, they shall also be a member of an incorporated association of such owners to be known as North Madison Crossing Lake Owners' Association shall be governed by the following provisions:

a. One voting membership shall exist for each lot, including all owners, whether legal or equitable, and regardless of the number, or form of tenancy.

b. The corporation shall be incorporated by the Developer upon the sale of 55% of the lots in the first section. The Developer shall appoint an initial Board of Directors consisting of an Association President and two additional members. The Developer shall appoint the Board of Directors until such time as the Developer no longer holds title to any lot (s) in any section of the development.



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c. To provide for a sound financial basis, the Developer shall collect from each lot owner, at the time of sale, \$100.00 to be deposited in an account, established at a financial institution having an office in the Town of Mooresville, in the name of North Madison Crossing Lake Owners' Association, Incorporated.

d. The Association shall hold an annual meeting of the membership not later than March 31 of each year. Each member of the association shall be given not less than 14 days notice of any meeting of the membership. Notice shall contain the date, time and place of the meeting and shall be sent to the owners as disclosed by the records of the Auditor of Morgan County. After the date the Developer no longer holds title to any lot (s) in any section of the development, the membership, at the next annual meeting, shall elect a Board of Directors.

e. The North Madison Crossing Lake Owners' Association, Incorporated shall have responsibility for the following items: (1) maintenance and upkeep of the common retention pond shared by these lots; (2) liability insurance in an amount sufficient to protect the corporation, its officers and directors; (3) payment of professional fees and any other monies resulting from activities of the corporation; (4) an annual audit of the financial records of the corporation by a certified public accountant and publication of the audit at the annual meeting; (5) any other responsibility that the membership accepts by majority vote at the annual meeting.

f. The Board of Directors shall establish an annual lot assessment, to be paid by each lot owner on or before June 1st annually, in an amount sufficient to fund the responsibilities of the corporation for the next calendar year and maintain an operating surplus equal to 50% of the preceding calendar year expenses. If the assessment is not paid, there shall be a lien upon the real estate of the owners said lot, which may be foreclosed in the name of the corporation by judicial proceeding as real estate mortgages are foreclosed, together with prejudgment interest, attorney fees, and costs of collection, with relief from valuation and appraisal laws.

The directors shall cause a list of delinquencies to be prepared each year at the annual meeting and record the same by last known names of owners of record as set forth in the Auditor's Office, said list to be filed in the Office of the Morgan County Recorder. The priority of any lien herein shall be second and junior to any purchase money mortgage applicable to any particular lot. Actions to enforce such lien may be by the Board of Directors or their designated officers, which shall consist of a President and Secretary-Treasurer.



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20. The "Protective Covenants" are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of 10 years unless changed by a vote of the majority of the then owners of the building sites covered by the covenants in whole or part. Invalidation of any one of the covenants, by judgment or court order, will in no way effect the other covenants which shall remain in full force and effect.

21. All properties in this subdivision shall be offered for sale without regard to religion, race, sex, national origin or ancestry in accordance with State and Federal Laws.

22. The right to enforce these provisions and conditions shall be by injunction together with a right to cause the removal by due process of law any structure erected or maintained in violation of any of the above conditions and provisions is hereby reserved to the owner and is dedicated to the several owners of the lots in said subdivision, together with the right to collect reasonable attorney fees and costs of any such action.

SWINNEY BROTHERS EXCAVATING, INC.

[Signature]  
Daryl Swinney, President

STATE OF INDIANA )  
                                  )  
COUNTY OF MORGAN )     SS:

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

WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of November, 1999.

My Commission Expires: 11-16-00

[Signature]  
Signature

Resident of Morgan County, Indiana

MARLA DAWN TURNER  
Printed

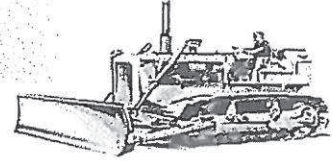
This instrument prepared by Daryl Swinney, President of Swinney Brothers Excavating, Inc.

RECEIVED FOR RECORD  
99 DEC -1 PM 3:37  
MORGAN CO RECORDER

## *Swinney Development, Inc.*

11140 N. State Road 67  
Mooreville, Indiana 46158

Phone: 317/831-2081  
Fax: 317/831-4029



June 28, 2007

### North Madison Crossing Restrictions and Protective Covenants

RE: Revision of covenants: 17.d. and 17.g.

As of June 28, 2007, new restrictions are as follows:

17.d. Each dwelling, exclusive of porches, basements, and garages shall not have less than 1550 square feet and all multilevel homes to have a minimum of 900 square feet on the ground level. Not less than 20% of the dwellings in North Madison Crossing shall contain 1400 square feet or greater of living area.

17.g. The exterior of all structures shall be of brick or stone veneer, or a combination of brick or stone, or approved siding alone or in combination with brick and stone. As of 6/28/07, 100% of the homes shall have a minimum of 100% masonry on the first story.

This instrument prepared by Daryl Swinney, President of Swinney Development, Inc.