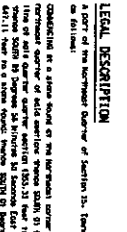


NOTES:

- 1) Original boundary survey by S&S in 1947 is shown on this plan.
- 2) All lots are to be subdivided in this survey.
- 3) All lots are on Zone 18.
- 4) No buildings shall be constructed within the utility or drainage easements as described by and illustrated on this plan.

SETPBACKS

RIGHT VARIO (from B.M. Line) : 75'
 SIDE VARIO (from Prop. Line) : 40'



SCALE: 1"=200'

CURVE DATA TABLE

STATION	CHORD BEARING	CHORD DISTANCE	TANGENT BEARING	TANGENT DISTANCE	ARC DISTANCE	ANGLE	CHORD CURVATURE
100+00	N 89° 21' 15" E	100.00	N 10° 38' 45" W	100.00	100.00	90°	1/10000
101+00	N 89° 21' 15" E	100.00	N 10° 38' 45" W	100.00	100.00	90°	1/10000
102+00	N 89° 21' 15" E	100.00	N 10° 38' 45" W	100.00	100.00	90°	1/10000

LEGAL DESCRIPTION

A portion of a share block of the northeast corner of the east half of the northeast quarter of said section, Township 11 North, Range 7 East, bounded and described as follows:

Beginning at a point in the northeast corner of the east half of the northeast quarter of said section, Township 11 North, Range 7 East, bounded and described as follows:

1. A line 150.00 feet long, bearing S 89° 21' 15" E, to a corner stake in the NW 1/4 of Section 46, Township 11 North, Range 7 East, bounded and described as follows:

2. A line 150.00 feet long, bearing S 89° 21' 15" E, to a corner stake in the NW 1/4 of Section 46, Township 11 North, Range 7 East, bounded and described as follows:

3. A line 150.00 feet long, bearing S 89° 21' 15" E, to a corner stake in the NW 1/4 of Section 46, Township 11 North, Range 7 East, bounded and described as follows:

4. A line 150.00 feet long, bearing S 89° 21' 15" E, to a corner stake in the NW 1/4 of Section 46, Township 11 North, Range 7 East, bounded and described as follows:

5. A line 150.00 feet long, bearing S 89° 21' 15" E, to a corner stake in the NW 1/4 of Section 46, Township 11 North, Range 7 East, bounded and described as follows:

LEGAL DESCRIPTION

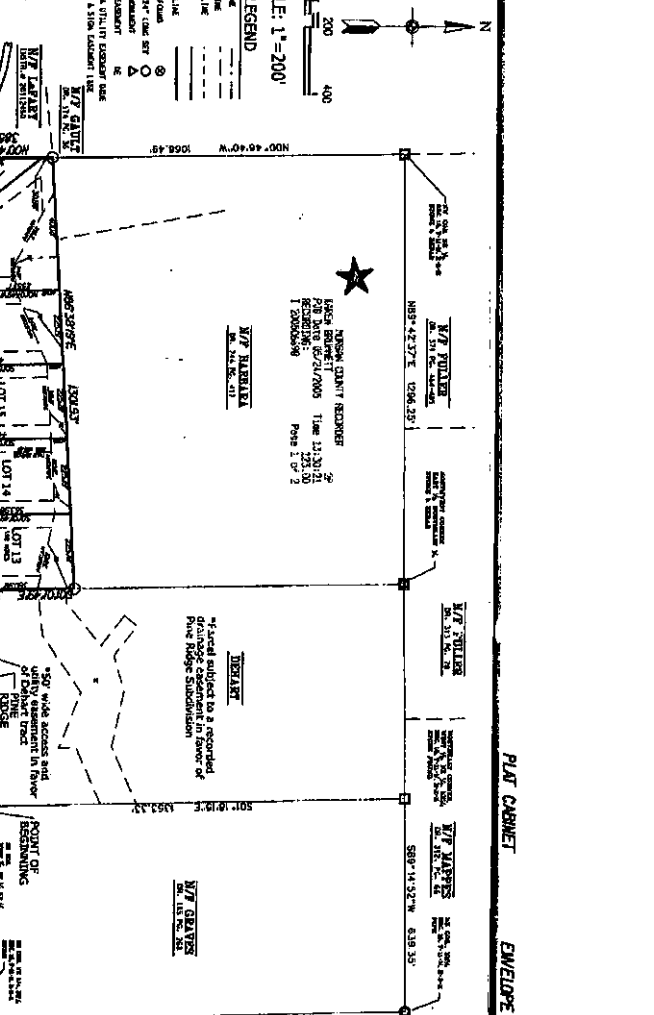
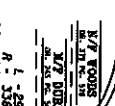
1. A line 150.00 feet long, bearing S 89° 21' 15" E, to a corner stake in the NW 1/4 of Section 46, Township 11 North, Range 7 East, bounded and described as follows:

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4. A line 150.00 feet long, bearing S 89° 21' 15" E, to a corner stake in the NW 1/4 of Section 46, Township 11 North, Range 7 East, bounded and described as follows:

5. A line 150.00 feet long, bearing S 89° 21' 15" E, to a corner stake in the NW 1/4 of Section 46, Township 11 North, Range 7 East, bounded and described as follows:



LEGEND

SCALE: 1"=200'

N 100° 45' 40" W 1068.45'

N 100° 45' 40" W 1270.44'

CONSERVATION CLUB RD.

V/I WALKWAY

V/I PAVED DRIVE

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

V/I WALKWAY

FINAL PLAN OF PINE RIDGE SUBDIVISION

PREPARED BY: SMITH HERBERGER & ASSOCIATES, INC. 435 S. CLAYBANK BLVD., BOONINGTOWN, INDIANA 47409-3535 PAGE 1 OF 2




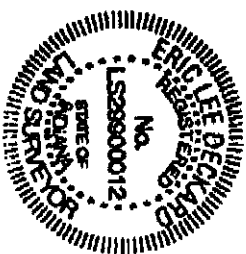
INSTRUMENT NO.

SURVEYOR'S CERTIFICATE SURVEYOR'S SUBDIVISION CERTIFICATION

I, Eric L. Deckerd, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat represents a subdivision of land in accordance with the County of Morgan Zoning Commission. That the partition of said subdivision was surveyed in accordance with Indiana Administrative Code 855-1-12 and that all information required by said rule, including surveyor's report, is shown hereon or is given in a separate boundary survey that has been recorded in the Office of the Recorder of Morgan County as Instrument Number 200504555. Further that all monuments required by 855 IAC 1-12 and this ordinance have been set or will be set prior to the transfer of any lot in this subdivision

Certified this _____ day of _____, 2005


ERIC LEE DECKERD
Registered Land Surveyor No. LS29900012
State of Indiana




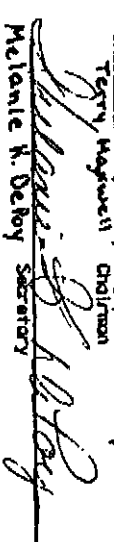
COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY IC-36-7-4 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS, AMENDATORY THERE TO, AND BY AN ORDINANCE ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF MORGAN (INDIANA), THIS PLAT WAS GIVEN APPROVAL BY THE PLAN COMMISSION OF MORGAN COUNTY AS FOLLOWS:

Adopted by the Morgan County Plan Commission at a public meeting

Held on the 11th day of April, 2005

Morgan County Plan Commission Primary Approval

By:  Terry Magwell, Chairman
 Melanie K. DeRay, Secretary

Morgan County Plan Commission Secondary Approval

By: _____

The real estate described above on this plat shall be and is hereby subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions dated _____ and recorded in Miscellaneous Record _____, Pages _____.

In the office of the Recorder of Morgan County Indiana.

**PLAT COVENANTS AND RESTRICTIONS
PLAT HEADS SUBDIVISION**

The undersigned, Joseph E. Decker, Nancy K. Decker, Joseph S. Belmont, Robert J. Decker, and the real estate shown and described hereby certify that they have divided and subdivided the same into lots and blocks, and do hereby establish the following declaration, restrictions, conditions and provisions, binding on all lot owners, the same are hereby declared to run with the land and all future owners, heirs and assigns.

Public right-of-way. The right-of-way of the streets as shown hereon are dedicated to the public, are hereby dedicated to use as a public right-of-way.

Utility and drainage easements. There are areas of ground on which "utility easements" and "drainage easements", either set in compliance. The utility easements are hereby created and the use of all public utility equipment (not including overhead electrical, governmental appliances, and the developer for access, installation, maintenance, repair, or removal of poles, wires, lines, wires, cables, and other equipment and facilities for utility services, including cable television services. The drainage easement shall be reserved for access to and installation, removal of a drainage system, either by surface drainage or underground installation for the road surface and adjoining areas, to and maintenance, repair and replacement of the drainage system, however, that the owner of any lot in the subdivision shall be required to keep the portion of said easement on his lot free from obstructions so that the surface will be unimpeded and shall not be changed or altered. The said utility easement and drainage easement cross on the plat small a location on the right of any entry for access use any and created and reserved to go on any lot subject to such easement the easement reasonably necessary for the exercise of the rights this paragraph 2. No permanent structures shall be erected or upon said easements. The owner of lots in the subdivision shall hold title to the lots subject to the utility easements and drainage easements created and reserved.

Building set back lines. No dwelling or secondary support structure shall be constructed within seventy-five feet of the front property (40) feet from any side or rear property line.

Right objections. No fence, wall, hedge, or other planting or structure shall be placed or maintained to remain on any corner of the triangular area formed by the street property lines and a connecting point twenty five (25) feet from the intersection of lines, or in the case of a rounded property corner from the intersection of lines extended. The same eight (8) feet from the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage maintained of sufficient height to prevent obstruction of such

Residential unit size and exterior finish. No single story residential unit shall be constructed on a lot in the subdivision shall have less than 1 feet of floor area, exclusive of garages and sun porches, and exceed two stories in height. Balconies with two stories and least 1,000 square feet of floor area on the first floor shall

Melanie K. DeJoy
Secretary

Morgan County Plan Commission Secondary Approval

By: _____

The real estate described above on this plat shall be and is hereby subject to the terms and conditions of the Declaration of Covenants, Restrictions and Easements dated _____ and recorded in Miscellaneous Record _____, Pages _____

In the office of the Recorder of Morgan County Indiana.

The undersigned, Joseph E. & Nancy K. DeJoy - husband and wife & Joseph S. & Delaine DeJoy - husband and wife, do hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat: The within plat shall be known and designated as PINE RIDGE. IN WITNESS WHEREOF, Joseph E. & Nancy K. DeJoy - husband and wife & Joseph S. & Delaine DeJoy - husband and wife, have hereunto executed this plat of April 1, 2005

Joseph E. DeJoy
Joseph E. DeJoy

Joseph S. DeJoy
Joseph S. DeJoy

Nancy K. DeJoy
Nancy K. DeJoy

Delaine DeJoy
Delaine DeJoy

STATE OF INDIANA
COUNTY OF MONROE

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Joseph E. & Nancy K. DeJoy, husband and wife, personally known to me to be the part owners of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as PINE RIDGE, as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this 1st day of April, 2005.

My Commission Expires: 1-4-2008

THOMAS M. SWANEY, Notary Public
of Morgan County
STATE OF INDIANA

COUNTY OF MONROE

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Joseph S. & Delaine DeJoy, husband and wife, personally known to me to be the part owners of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as PINE RIDGE as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this 1st day of April, 2005.

My Commission Expires: 1-4-2008

THOMAS M. SWANEY, Notary Public
of Morgan County
STATE OF INDIANA

Sight objections. No fence, wall, hedge, or shrub planting shall obstruct a clear line of vision between two (2) and six (6) feet of floor area, exclusive of garages and open porches, and across the street in height. Balustrades with no other than a connecting points twenty five (25) feet from the intersection of lines, or in the case of a rounded property corner, from the in the street lines, are permitted. The same sight line limitations of any lot within ten (10) feet from the intersection of a street edge of a driveway pavement. No trees shall be permitted to rise within such distances of such intersections unless the foliage maintained at sufficient height to prevent obstruction of such

Residential unit size and exterior finish. No single story residence constructed on a lot in the subdivision shall have less than 1 feet of floor area, exclusive of garages and open porches, and across the street in height. Balustrades with no other than a connecting points twenty five (25) feet from the intersection of lines, or in the case of a rounded property corner, from the in the street lines, are permitted. The same sight line limitations of any lot within ten (10) feet from the intersection of a street edge of a driveway pavement. No trees shall be permitted to rise within such distances of such intersections unless the foliage maintained at sufficient height to prevent obstruction of such

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DUTY ENTERED FOR TAXATION
Subject to final acceptance for Transfer
MAY 24 2005
Year Complete
Morgan County

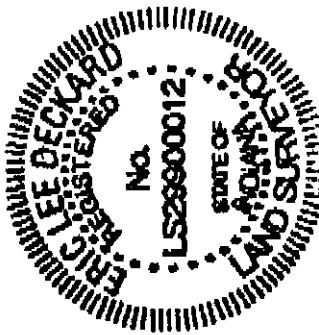
PREPARED BY
PL

ify that, to the best
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ode 865-1-12 and
rt. is shown hereon or is
file of the Recorder
uments required by
the transfer of any lot in

005





MSLY
AN
INDIANA)

PLAT COVENANTS AND RESTRICTIONS PINE MEADOWS SUBDIVISION

The undersigned, Joseph E. Dehart, Nancy K. Dehart, Joseph S. Dehart, and Belene Dehart, (developers) of the real estate shown and described hereon, do hereby certify that they have planned and subdivided the same into lots, to be known as Pine Meadows Subdivision, and do now establish the following covenants, dedications, restriction, conditions and provisions, being for the mutual benefit of all lot owners, the same are hereby declared to run with the land and to be binding upon all future owners, heirs and assigns.

Public right-of-way. The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

Utility and drainage easements. There are areas of ground on the plat marked "utility easements" and "drainage easements", either separately or in combination. The utility easements are hereby created and reserved for the use of all public utility companies (not including transportation companies, governmental agencies, and the developer for access to and installation, maintenance, repair, or removal of poles, mains, ducts, drains, lines, wires, cables, and other equipment and facilities for the furnishing of utility services, including cable television services. The drainage easements are hereby created and reserved for access to and installation/repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and for access to and maintenance repair and replacement of the drainage system provided, however, that the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded and will not be changed or altered. The delineation of the utility easement and drainage easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 2. No permanent structures shall be erected or maintained upon said easements. The owners of lots in the subdivision shall take and hold title to the lots subject to the utility easements and drainage easements herein created and reserved.

Building set back lines. No dwelling or secondary support structure shall be constructed within seventy-five (75) feet of the front property line, nor forty (40) feet from any side or rear property line.

Sight obstructions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of

accessory and temporary buildings, detached storage sheds, or tool sheds situated on any lot in the subdivision the construction of a residential temporary construction shall be prohibited. However, temporary construction shall be permitted if it contains one (1) conventional sign approved by the developer or architect.

Temporary structures. No manufactured buildings with uncompleted upper sub-structures may be used on any lot permanent.

Nuisances. No foul, fumes, odors, or permitted on any lot or lots in the subdivision unless otherwise specifically prohibited. No offensive activity shall be conducted on any lot or lots in the subdivision nor shall any thing be done on any lot or lots in the subdivision for commercial purposes is prohibited to the owner's property boundaries, accompanied by the lot owner.

Vehicle parking. No camper, motor recreational vehicle of any kind or substitution in open public view, or apply to pickup trucks. No vehicles accommodate vehicle repair on a lot garage. Disabled vehicles shall not view. All vehicles parked over a view the driveway of such residence.

Signs. No sign of any kind shall be lot, except that one sign of not be displayed at any time or the purpose and except developer may use larger development of the subdivision and developer, display bigger signs and mailings a given residential unit mailboxes. All mailboxes and replica required by the United States Postal main road in the development.

Appearance. No window air conditioning and grass and weeds seen and orderly appearance. No lot and dumped around for trash. Rubbish.

remain oriented and reserved. No dwelling or secondary support structure shall be constructed within seventy-five (75) feet of the front property line, nor forty (40) feet from any side or rear property line.

Sight obstructions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of these street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage in maintained at sufficient height to prevent obstruction of such sight lines.

Residential unit size and exterior finish. No single story residence constructed on a lot in the subdivision shall have less than 1700 square feet of floor area, exclusive of garages and open porches, and shall not exceed two stories in height. Residences with two stories shall have at least 1,600 square feet of floor area on the first floor exclusive of garages and open porches; provide further, that a variance from the requirement for 1,600 square feet on the first floor may be granted by the developer during the development period if (a) all other requirements of this certificate are met and the overall architectural designs used for residences in the subdivision. All exterior shall be of a masonry type construction (brick or natural stone) or a natural wood construction. Any deviation must be approved by the developer. Each residence constructed shall have at least a two (2) car attached garage but no more than a three (3) car attached garage. Any detached garage must be no less than a two (2) car detached garage and no more than a three (3) car detached garage, matching the architectural design of the residence and approved by the developer.

Residential unit use. All lots in the subdivision shall be used solely for conventionally-built residential purposes. No business building shall be erected on said lots and no business may be conducted on any part thereof. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence not to exceed two (2) stories in height and one two (2) or three (3) car detached garage as described under "Residential unit size and exterior finish" above. No porches or outside clothes lines shall be erected on said lots.

subject to the terms and conditions dated

Joseph S. & Deloris DeHart -
of lots and streets in
located as PINE RIDGE.

Joseph S. & Deloris
April 11, 2005





County, personally appeared
to be part owners of the described
of the Real Estate known as
within expressed.

commitment of the subdivision and building a
developer, display proper signs during the fit
and selling a given residential unit.

Mailboxes. All mailboxes and replacement boxes
required by the United States Postal Service,
main road in the development.

Appearance. No window air conditions in new
adorned and grass and weeds seasonably cut
and orderly appearance. No lot shall be used
dumping ground for trash, rubbish, garbage,
kept in sanitary containers. All equipment &
such materials shall be kept clean and shall
public view. All rubbish, garbage, or other
removed from a lot and shall not be allowed to
household or occupant of a lot shall burn or
garbage or refuse.

Storage tanks. No gas or oil storage tanks or
heating shall be located on any lot.

Water supply and sewage systems. No private
supply and/or sewage disposal systems, with the
systems approved by Morgan County Sanitation,
any lot in the subdivision.

Driveway. Each driveway in the subdivision shall
sufficient width to accommodate all vehicles.
owners or occupants of a residence that shall
overnight provided that the minimum width of
no event be less than twelve (12) feet in width.

Fencing. All fencing used in the subdivision shall
four (4) feet unless for security purposes or
pools. No privacy fencing shall extend to a
residence. Wooden privacy fences no higher than
erected around patios and in-ground swimming

Swimming pools/hot tubs. No above ground swim
ground hot tubs shall be permitted in the sub

Solar panels. No solar heat panels shall be placed
or structures in the subdivision.

Violations violation or threatened violation shall be grounds for an order of restriction, or any person or entity having an interest in the real estate or any part thereof, or any person or entity claiming under them, or any person or entity threatening to violate any such restriction, shall be liable for damages of any amount and shall be liable for the cost of any enforcement or carry out such covenants or restrictions.

Accessory and temporary buildings. No trailers, sheds, outbuildings, detached storage sheds, or pool sheds of any kind shall be erected or situated on any lot in the subdivision except that used by a builder during the construction of a residential building on the property, which temporary construction shall be promptly removed upon completion of construction of the building. However, the only exception is that each lot may contain one (1) conventionally constructed mini-barn only if approved by the developer or architectural committee.

Temporary structures. No manufactured houses, sheds, tents, boats, basements with uncompleted upper stories, garages or other outbuildings may be used at any time as a residence, temporary or permanent.

Animals. No fowl, farm, wild, or exotic animals shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the subdivision nor shall any thing be done thereon which may be or may become an annoyance to the neighborhood. The breeding of any animal for commercial purposes is prohibited. All animals shall be restricted to the owner's property boundaries. Unless the animal is on a leash accompanied by the lot owner.

Vehicle parking. No camper, motor home, truck, trailer, boat, or recreational vehicle of any kind may be stored on any lot in the subdivision in open public view, provided, however, that this shall not apply to pickup trucks. No vehicles shall be put up on blocks or jacks to accommodate vehicle repair on a lot except if such repairs are done in a garage. Disabled vehicles shall not be allowed to remain in open public view. All vehicles parked over a week at a residence must be parked in the driveway of such residence.

Signs. No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale and except developer may use larger signs during the sale and development of the subdivision and builder's way, with approval of the developer. Display blipper signs during the time they are constructing and selling a given residential unit.

Mailboxes. All mailboxes and replacement boxes shall be uniform as required by the United States Postal Service and set at least 3 feet off main road in the development.

Appearance. No window air conditions in residence. All lots shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage, or other waste shall be

Debert, Joseph S. Debert, and state shown and described herein, do subdivide the same into lots, to be known as the following covenants:

provisions, being for the mutual benefit of and to run with the land and to be binding

the streets as shown on the plat, if a hereby dedicated to the public for

areas of ground on the plat "separate", either separately or hereby created and reserved for developer for access to and lot of poles, mains, ducts, drains, and facilities for the furnishing of in services. The drainage easements to and installation/repair of face drainage or appropriate the end adjoining property and for cessant of the drainage system at in the subdivision subject to a so that the surface water drainage or altered. The delineation of the as on the plat shall not be deemed or cease use any such easement is lot to such easement temporarily to shall be erected or maintained in the subdivision shall have and ity easements and drainage easements

secondary support structure shall be of the front property line, nor forty line.

or shrub planting which 1 two (2) and six (6) feet above remain on any corner lot within property lines and a line as the intersection of said street if corner from the intersection of

Severability. Invalidation of any of the restrictions by judgment or court shall covenants and restrictions of the plat, and effect.

In witness whereof, the undersigned on real estate, have hereunto caused their day of

displayed at any time or the purpose of advertising the property for sale and except developer may use larger signs during the sale and development of the subdivision and builders may, with approval of the developer, display bigger signs during the time they are constructing and selling a given residential unit.

Mailboxes. All mailboxes and replacement boxes shall be uniform as required by the United States Postal Service and set at least 3 feet off main road in the development.

Appearance. No window air conditions in residence. All lots shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage, or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on lot in open public view. All rubbish, garbage, or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon. No homeowner or occupant of a lot shall burn or bury out of doors any garbage or refuse.

Storage tanks. No gas or oil storage tanks other than for residential heating shall be located on any lot.

Water supply and sewage systems. No private or semi-private water supply and/or sewage disposal systems with the exception of septic systems approved by Morgan County Sanitation, may be located upon any lot in the subdivision.

Driveway. Each driveway in the subdivision shall be paved and of a sufficient width to accommodate all vehicles owned or utilized by the owners or occupants of a residence that will be parked at the residence overnight provided that the minimum width of said driveway shall in no event be less than twelve (12) feet in width.

Fencing. All fencing used in the subdivision shall not be higher than four (4) feet unless for security purposes around in-ground swimming pools. No privacy fencing shall extend forward of the back line of the residence. Wooden privacy fences no higher than six (6) feet may be erected around patios and in-ground swimming pools only.

Swimming pools/hot tubs. No above ground swimming pools or above ground hot tubs shall be permitted in the subdivision.

Solar panels. No solar heat panels shall be permitted on any of the lots or structures in the subdivision.

the subdivision shall take and city easements and drainage easements secondary support structure shall be of the front property line, nor forty feet.

or shrub planting which 1 two (2) and six (6) feet above remain on any corner lot within property lines and 6 lines on the intersection of said street or corner from the intersection of the line limitations shall apply to section of a street line with the lot be permitted to remain in unless the foliage in construction of such sight line.

No single story residences shall have less than 1700 square feet of open porches, and shall not with two stories shall have at least first floor exclusive of garages or porches from the requirement that be granted by the developer that requirements of this subdivision designs used for residences of a masonry type construction or construction. Any deviation residence constructed shall be but no more than a three (3) story must be no less than a two (2) story and (3) car detached garage. residence and approved by the

division shall be used solely for No business building shall be conducted on any part thereof, placed, or permitted to single-family residences not to two (2) or three (3) car detached lot size and exterior finish" as shall be erected on said lots.

In witness whereof, the undersigned and real estate, have hereunto caused their day of

STATE OF INDIANA

COUNTY OF

before me, a Notary Public, in and for personally appeared

who acknowledged the execution of the restrictions?

April, 2006

Witness my hand

My Commission expires: 1-4-2008

Joseph S. Balkart

This instrument was prepared by Joseph Joseph S. Balkart and Delana Balkart

Violations or threatened violations of these covenants and restrictions shall be grounds for an action by the developer during the development period, or any portion or entity having any right, title, or interest in the real estate (or any part thereof), or any person or entity having any right title, or interest in a lot in the subdivision, and all persons or entities claiming under them against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided however, that the developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

Amendment: These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven (67) percent of the lots or residence units in all subdivisions which are not or hereafter made subject to and annexed to the declaration provided, however, that until all of the lots or residence units in such subdivision have been sold by the developer, any such amendment of these covenants and restrictions shall require the prior written approval of developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office of the Recorder of Morgan County, Indiana. No amendment which adversely affects the right of a public utility shall be effective with respect to such public utility without the written consent thereto by such utility.

Severability. Invalidation of any of the foregoing covenants and restrictions by judgment or court shall in no way affect any of the other covenants and restrictions of the plot, which shall remain in full force and effect.

In witness whereof, the undersigned developers, as the owners of the real estate, have hereunto caused their names to be subscribed to this day of

2005.

STATE OF INDIANA

COUNTY OF

any buildings. No trailers, sheds, outhouses, ists, or tool sheds of any kind shall be erected or in the subdivision except that used by a builder during a residential building on the property, which an shall be promptly removed upon completion of building. However, the only exception is that each lot conventionally constructed mini-barn only is proper or architectural committee.

b. No manufactured homes, sheds, tents, boats, placed upon stories, porches or other used on any time as a residence, temporary or

c. farm, trailers, or exotic animals shall be kept or lots in the subdivision. No noxious, unlawful, or activity shall be carried out on any lot in the d. any thing be done thereon which may be or way to the neighborhood. The breeding of any animal is prohibited. All animals shall be restricted property boundaries, unless the animal is on a leash lot owner.

e. camper, motor home, truck, trailer, boat, or of any kind may be stored on any lot in the public view, provided, however, that this shall not apply. No vehicles shall be put up on blocks or jacks to repair on a lot except if such repairs are done in a vehicles shall not be allowed to remain in open public parked over a week at a residence must be parked in residence.

f. any kind shall be displayed to the public view on any sign of not more than six (6) square feet any be or the purpose of advertising the property for sale any use larger signs during the sale and subdivision and builder's may, with approval of the signer signs during the time they are constructing residential unit.

g. homes and replacement homes shall be uniform as had Status Postal Service and set at least 3 feet off replacement.

h. view air conditions in residence. All lots shall be and weeds seasonably cut so as to maintain a neat yard. No lot shall be used or maintained as a trash, rubbish, barbecue, or other waste shall be

... judgment of said parties in the event any of the above covenants and restrictions of the plat, which shall remain in full force and effect.

In witness whereof, the undersigned developers, as the owners of the real estate, have hereunto caused their names to be subscribed to this day of _____, 2008.

STATE OF INDIANA

COUNTY OF _____

before me, a Notary Public, in and for said County and State, personally appeared _____

who acknowledged the execution of the foregoing Plat Covenants and Restrictions?

April, 2008

Witness my hand and notary seal this _____ day of _____

Signature: [Handwritten Signature]
Notary Public
Printed: Stil M. Surench

My Commission expires: 1-4-2009
County of residence: Johnson

This instrument was prepared by Joseph E. Bellart, Nancy K. Bellart, Joseph S. Bellart and Debra Bellart

any kind shall be displayed to the public view on any sign of not more than six (6) square feet may be used for the purpose of advertising the property for sale or lease on any lot or lots of the subdivision and no other signs shall be displayed on the subdivision and no other signs shall be displayed on the subdivision during the time they are constructing residential unit.

houses and replacement bones shall be uniform as required by the State of Indiana and set at least 3 feet off the ground.

odor air conditions in residence. All lots shall be maintained in such a manner as to maintain a neat appearance. No lot shall be used or maintained as a trash dump. Rubbish, garbage, or other waste shall be stored in a container. All equipment for storage or disposal of household refuse shall be stored on lot in open area. Rubbish, garbage, or other waste shall be regularly removed and shall not be allowed to accumulate thereon. No lot shall be used for the purpose of accumulating any refuse or other waste.

gas or oil storage tanks other than for residential use on any lot.

sewerage systems. No private or semi-private water supply systems, with the exception of septic systems, shall be installed on any lot in the subdivision.

any in the subdivision shall be paved and of a material suitable for use as a driveway. The driveway of a residence shall be paved to the residence and the minimum width of said driveway shall be at least twelve (12) feet in width.

used in the subdivision shall not be higher than six (6) feet. For security purposes around in-ground swimming pools, the fence shall extend forward of the back line of the driveway to a height of six (6) feet and shall be of a material suitable for use as a pool fence.

There shall be no above ground swimming pools or above ground swimming pools in the subdivision.

lot lines shall be permitted on any of the lots in the subdivision.

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MORGAN COUNTY RECORDER
KAREN BRUMMETT
PJD Date 09/06/2005 Time 13:40:34
RECORDING: 18.00
I 200512248 Page 1 of 5

**PINE RIDGE SUBDIVISION
1st AMENDMENT TO
COVENANTS & RESTRICTIONS**

THE FOLLOWING IS THE 1ST AMENDMENT TO THE COVENANTS AND RESTRICTIONS RECORDED ON MAY 24, 2005 AS INSTRUMENT #200506698 FOR THE PINE RIDGE SUBDIVISION, LOCATED IN MORGAN COUNTY, INDIANA. THIS AMENDMENT WILL SUPERSEDE THE PRIOR RECORDED RESTRICTIONS.

Public right-of-way. The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as public right-of-way.

Utility and drainage easements. There are areas of ground on the plat marked "utility easement" and "drainage easement", either separately or in combination. The utility easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies, and the developer for access to and installation, maintenance, report, or removal of poles, mains, ducts, drains, lines, wires, cables, and other equipment and facilities for the furnishing of utility services, including cable television services. The drainage easements are hereby created and reserved for access to and installation/repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and for access to and maintenance repair and replacement of the drainage system provided, however, that the owner of any lot in the subdivision subject to a drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded and will not be changed or altered. The delineation of the utility easement and drainage easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use and such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 2. No permanent structures shall be erected or maintained upon said easements. The owners of lots in subdivision shall take and hold title to the lots subject to the utility easements and drainage easements herein created and reserved.

Building set back lines. No dwelling or secondary support structure shall be constructed within seventy-five (75 feet of the front property line, nor forty (40) feet from any side or rear property line.

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Sight objections. No fence, wall, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of these street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight line.

Residential use. All lots in Pine Ridge Subdivision to be used exclusively for single family private residential or farming purposes. Any dwelling constructed or placed on the premises shall contain at least;

- a) One story (ranch style) home shall contain at least 1,600 square feet of finished living area.
- b) All other style homes shall have at least 2,000 square feet of finished living area.
- c) The exterior of the first floor except the rear of the dwelling must be covered with wood, brick, stone, or other masonry material.
- d) Each residence must have at least a two (2) car attached garage. Any detached garage must be no less than a two (2) car detached garage.

No garage or unfinished single family dwelling, travel-trailer, including Singlewide or Doublewide Manufactured Homes, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence, without the permission of Countrytyme. Construction of both the dwelling and garage must be completed within (12) months of beginning construction of the dwelling however there is no time limit to begin building. Property shall be kept reasonably trim and neat at all times (grass and weeds shall be kept mowed so they are no higher than 1 ½ feet.) No more than one dwelling may be constructed on any lot.

Nuisances. No fowl, farm, wolves, or exotic animals shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the subdivision nor shall any thing be done thereon which may be or become an annoyance to the neighborhood. The breeding of any animal for commercial purposes is prohibited. All animals shall be restricted to the owner's property boundaries, unless the animal is on a leash accompanied by the lot owner.

Automotive. No worn out, discarded automobiles, machinery or vehicles, or part thereof shall be stored on any lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

Signs. No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time or the purpose of advertising the property for sale and except developer may use larger signs during the sale and development of the subdivision and builders may, with approval of the developer, display bigger signs during the time they are constructing and selling a given residential unit.

Mailboxes. All mailboxes and replacement boxes shall be uniform as required by the United States Postal Service and set at least 3 feet off main road in the development.

Storage tanks. No gas or oil storage tanks other than for residential heating shall be located on any lot.

Water supply and sewage systems. No private or semi-private water supply and/or sewage disposal system, with the exception of septic systems and approved by Morgan County sanitarian, may be located upon any lot in the subdivision.

Driveway. All driveways must be twelve (12) feet in width.

Parcel II Pond Access No public access shall be permitted to the pond located on Parcel II of the Pine Ridge subdivision by any person or persons other than the current owner.


Violations. Violation or threatened violations of these covenants and restrictions shall be grounds for an action by the developer during the development period, or any person or entity having the right, title, or interest in the real estate (or any part thereof), or any person or entity having any right title, or interest in a lot in the subdivision, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions provided however, that the developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants and restrictions.

Amendment. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven (67) percent of the lots or residence units in all subdivisions which are not hereafter made subject to and annexed to the declaration; provided, however, that until all of the lots of residence units in such subdivision have been sold by the developer, any such amendment of these covenants and restrictions shall require the prior written approval of developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office of the Recorder of Morgan County, Indiana. No amendment, which adversely affects the right of a public utility, shall be effective with respect to such public utility without the written consent thereto by such utility.

Severability. Invalidation of any of the foregoing covenants and restrictions by judgment or court shall in no way affect any of the other covenants and restrictions of the plat, which shall remain in full force and effect.


MARKINGS WERE ADDED TO THIS
PAGE TO ENABLE THE SCANNER
TO PICK UP THE IMAGE

In witness whereof, Countrytyme Indianapolis, Ltd. an Indiana Limited Liability Company, as current owner of each of the tracts described herein, and as creator of the Amendment to the Protective Covenants for Pine Ridge Estates do hereby consent to the above described Protective Covenants to become part of from this day forward: Pine Ridge Estates, a subdivision Recorded as Instrument #200512046 in the Office of the Recorder of Morgan County, Indiana.


Countrytyme Indianapolis, an Indiana Corp.
By: Tom Gallagher, Manager

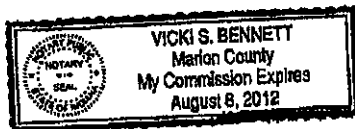
STATE OF INDIANA
COUNTY OF MARION, SS:

This foregoing instrument was acknowledged before me this 6th day of September 2005, by Tom Gallagher, Manager on behalf of Countrytyme Indianapolis, Ltd., and Indiana limited liability company, to be his voluntary act and deed both individually and as manager of Countrytyme Indianapolis, Ltd., being duly authorized.


Vicki Bennett, Notary Public
County of Residence: Marion
Expiration Date: 8/08/2012



Prepared by: Vicki Bennett



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