

THE ROCKY FORD CROSSING COMMUNITY ASSOCIATION
DECLARATION OF ASSOCIATION
AND BY-LAWS

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CHICAGO TITLE

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DECLARATION OF ASSOCIATION
AND BY-LAWS
OF
THE ROCKY FORD CROSSING COMMUNITY ASSOCIATION
Columbus, Indiana

ARTICLE I

IDENTIFICATION AND APPLICABILITY

Section 1.01 Identification and Adoption. This Declaration of Association, hereinafter referred to as "By-laws", are adopted simultaneously with the execution of the Declaration of Covenants, Conditions and Restrictions of Rocky Ford Crossing ("Declaration") to which these By-laws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-laws. The provisions of the By-laws shall apply to Rocky Ford Crossing and the administration and conduct of the affairs of The Rocky Ford Crossing Community Association ("TRFCCA").

Section 1.02 Individual Application. All of the Owners, future owners, tenants, future tenants, or their guests and invitees, or any other person who might use or occupy a living unit or any part of Rocky Ford Crossing, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration and these By-laws.

ARTICLE II

MEETINGS OF ASSOCIATION

Section 2.01 Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Owners of Rocky Ford Crossing shall be held for the purpose of electing the Board of Managers, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration or these By-laws.

Section 2.02 Annual Meetings. The annual meeting of the members of TRFCCA shall be held on the second Tuesday of April in each calendar year. After the expiration of the term of the initial Board of Managers, at the annual meeting the Owners shall elect the Board of Managers of TRFCCA in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03 Special Meetings. A special meeting of the members of TRFCCA may be called by resolution of the Board of Managers or upon a written petition of a majority of the Owners of lots in Rocky Ford Crossing.

Section 2.04 Notice and Place of Meetings. All meetings of the members of TRFCCA shall be held at any suitable place in Bartholomew County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time and place of any meetings and, in the case of a special meeting, the purpose or purposes for which the meeting is being called, shall be delivered or mailed by the Secretary of TRFCCA to each Owner not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of TRFCCA. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05 Voting.
(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, the Owner (or Owners) of each lot shall be entitled to cast one (1) vote on each matter coming before the meeting.

(b) Multiple Owner. Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to vote. At the time of acquisition of title to a Lot by a Multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of TRFCCA an irrevocable proxy appointing one of such persons or partners as the voting representative for such Lot which shall remain in effect until such appointed representative

relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Lot.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast a vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to TRFCCA prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration or these By-laws, the Owners representing a majority of the Lots shall constitute a quorum at all meetings. The term majority of Owners, as used in these By-laws, shall mean the owners of at least fifteen (15) Lots.

Section 2.06 Conduct of Annual Meeting. The Chairman of the meeting shall be the President of TRFCCA. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(a) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

(b) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of TRFCCA and discuss relevant questions of the Owners concerning the common expenses and financial report for the prior year and proposed budget for the current year.

(c) Budget. The proposed budget for the current calendar year shall be presented to the Owners for approval or amendment.

(d) Election of Board of Managers. Nominations for the Board of Managers may be made by any Owner from those persons eligible to serve. Each owner may cast one (1) vote for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected.

(e) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of TRFCCA at least five (5) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the Owners present.

(f) Adjournment.

ARTICLE III

BOARD OF MANAGERS

Section 3.01 The affairs of TRFCCA and Rocky Ford Crossing shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Board of Managers shall be composed of not more than five (5) persons. No person shall be eligible to serve as a Manager unless he is an Owner or R. Douglas Osborne ("Developer").

Section 3.02 Initial Board of Managers. The initial Board of Managers shall be R. Douglas Osborne. The initial Board shall hold their office until the annual meeting of the Owners to be held on the second Tuesday of April, 2001 or when the number of Lots sold by the Developer totals twenty-three (23), whichever occurs first.

Section 3.03 Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Managers, except that no single

Lot may be represented on the Board of Managers by more than one person at a time.

Section 3.04 Term of Office and Vacancy. Except for the Initial Board, the Board of Managers shall be elected at each annual meeting of TRFCCA and shall hold office for a term of one (1) year or until their successors have been duly elected and qualified.

Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or, if a Manager is removed in accordance with Section 3.05 of this Article III, by a vote of the Owners.

Section 3.05 Removal of Managers. Except for the Initial Board of Managers, a Manager or Managers may be removed with or without cause by vote of a majority of Owners at a special meeting of the Owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Manager so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 3.06 Duties of the Board of Managers. The Board of Managers shall provide for the administration of The Rocky Ford Crossing Community Association, the maintenance, upkeep and replacement of the Common Areas, and the collection and disbursement of the Common Expenses. The Board of Managers shall engage and terminate personnel to accomplish these duties by a majority vote of the Board. The President of the Board of Managers shall be responsible for reviewing and approving all payment vouchers and disbursements which shall then be made by the Treasurer. These duties include, but are not limited to:

- (a) protection, maintenance and replacement of the Common Areas;
- (b) landscaping of the Common Areas;
- (c) monitoring and enforcing the Declaration of Covenants, Conditions and Restrictions of Rocky Ford Crossing;

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- (d) assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses;
- (e) preparation of an annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (f) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget.
- (g) keeping a current, accurate and detailed record of receipts and expenditures affecting TRFCCA, specifying and itemizing the maintenance and repair expenses of the Common Areas and other expenses incurred; all records and vouchers shall be available for examination by an Owner at a reasonable time during normal business hours upon an Owner giving reasonable notice in advance.

Section 3.07 Powers of the Board of Managers. The Board of

Managers shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Managers;
- (c) to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and TRFCCA; ^(R)
- (d) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of TRFCCA;
- (e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

(F) to open and maintain a bank account or accounts in the name of TRFCCA;

(g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of Rocky Ford Crossing.

Section 3.08 Limitation on Board Action. The authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than Two Thousand Dollars (\$2,000.00) without obtaining the prior approval of a majority of Owners, except in the case of proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.09 Compensation. No Manager shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

Section 3.10 Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of Managers. The Secretary shall give notice of regular meetings of the Board to each Manager personally or by United States mail at least five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any one member of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall, either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of such meeting shall contain a statement of the purpose for which the meeting is called.

Such meeting shall be held at such place and at such time within Bartholomew County, Indiana, as shall be designated in the notice. Section 3.11 Waiver of Notice. Before any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Manager at a meeting shall, as to such

Manager, constitute a waiver of notice of the time, place and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12 Quorum. At all meetings of the Board a majority of the Managers shall constitute a quorum for the transaction of business and the votes of the majority of the Managers present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.13 Non-Liability of Managers. The Managers shall not be liable to the Owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct, bad faith or gross negligence. The Owners shall indemnify and hold harmless each of the Managers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of TRFCCA, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-laws. It is intended that the Managers shall have no personal liability with respect to any contract made by them on behalf of TRFCCA and that in all matters the Board is acting for and on behalf of the Owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Managers shall be limited to such percentage of the total liability or obligation thereunder and is equal to his percentage of ownership of Lots in Rocky Ford Crossing. Every contract made by the Board or the Managing Agent on behalf of TRFCCA shall provide that the Board of Managers and the Managing Agent, as the case may be, are acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their percentage of ownership of the Lots in Rocky Ford Crossing.

Section 3.14 Additional Indemnity of Managers. The Owners shall indemnify any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason

of the fact that he is or was a Manager of TRFCCA, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Manager is liable for gross negligence or misconduct in the performance of his duties. The Owners shall also reimburse to any such Manager the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if such Manager was not guilty of willful or wanton misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Manager, no Manager shall be considered or deemed to be guilty or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Manager relied on the books and records of TRFCCA or statement or advice made by or prepared by the Managing Agent of TRFCCA or any officer or employee thereof or any accountant, attorney or other person, firm or corporation employed by TRFCCA to render advice or service unless such Manager had actual knowledge of the falsity or incorrectness thereof; nor shall a Manager be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Managers.

ARTICLE IV
OFFICERS

Section 4.01 Officers of TRFCCA. The Principal officers of TRFCCA shall be the President, Secretary, and Treasurer, all of whom shall be elected by the Board. The Managers may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02 Election of Officers. The Officers of TRFCCA shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03 The President. The President shall be elected from among the Managers and shall be the chief executive officer of TRFCCA. He shall preside at all meetings of TRFCCA and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of TRFCCA and to perform such other duties as the Board may from time to time prescribe.

Section 4.04 The Secretary. The Secretary shall be elected from among the Managers. The Secretary shall attend all meetings of TRFCCA and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the Office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of TRFCCA or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.05 The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of TRFCCA and such other duties incident to the Office of the Treasurer. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of TRFCCA.

Section 4.06 Assistant Officers. The Board of Managers may, from time to time, designate and elect from among the Owners an

Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Managers may prescribe.

ARTICLE V
ASSESSMENTS

Section 5.01 Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of TRFCCA, the Board shall cause to be prepared and furnished to each Owner a financial statement which statement shall show all receipts received and expenses incurred during the preceding calendar year.

Section 5.02 Proposed Annual Budget. Annually, on or before the date of the annual meeting of TRFCCA, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The proposed budget shall be submitted to the Owners at the annual meeting of TRFCCA for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Owners; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03 Regular Assessments. ^(R)The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Lot (herein called the "Regular Assessment"). The Regular Assessment against each Lot may be paid in equal monthly installments,

commencing on the first day of January of such calendar year and on the first day of each calendar month thereafter through and including the following January 1st. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers. The Regular Assessment for the year shall become a lien on each separate Lot as of January 1st of each calendar year.

Section 5.04 Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws or the Declaration, the Board of Managers shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot (herein called "Special Assessment").

Section 5.05 Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, the lien for such Assessment on the Owner's Lot may be filed and foreclosed by the Board for and on behalf of TRFCCA as provided by law in the same manner as mortgages are foreclosed. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessment without foreclosing or waiving the lien securing the same. For any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of TRFCCA, shall be entitled to recover costs and expense of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Lot.

Section 5.06 Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Lot, which, if neglected, would affect of the value of the other Lots and which is the responsibility of the Owner to make personally.

ARTICLE VI
RESTRICTIONS ON USE

Section 6.01 The following restrictions on the use and enjoyment of the Lots and Common Areas shall be applicable to Rocky Ford Crossing (except Lots 30, 31 and 32) and in addition to those set forth in the Declaration. These are as follows:

- (a) All Lots shall be used exclusively for single family, residential purposes of the Owner or Owners.
- (b) Nothing shall be done or kept on any Lot or in the Common Areas which would be in violation of any law or ordinance.
- (c) No waste shall be committed in the Common Areas.
- (d) Only usual household pets, that is, dogs, cats and birds, are allowed to be kept on any Lot. Household pets may not be chained or left unattended outside, nor may they run loose or be left outside unleashed. Household pets may not commit waste in the Common Areas.
- (e) No Owner shall make any alterations or structural change in any house or building which would jeopardize the soundness or safety of the property, or impair any easement or hereditament without in every such case the consent of the Board being first obtained.
- (f) All Owners, and guests, and all occupants of any Lot or other persons entitled to use the same shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas.
- (g) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express permission from the Board.
- (h) ~~No clotheslines shall be allowed which may be seen from any road or other lot.~~
- (i) All exterior-facing window coverings shall be unobtrusive, particularly if facing any road or other lot.

Section 6.02 Right of Entry. An Owner or occupant of a Lot shall grant the right of entry to the Managing Agent or any other person authorized by the Board in case of any emergency originating in or threatening his property or the home in which it is located, whether the Owner is present at the time or not. In case of emergencies, such right of entry shall be immediate.

Section 6.03 Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of TRFCCA as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

ARTICLE VII
AMENDMENT TO THE BY-LAWS

Section 7.01 These By-laws may be amended by a vote of not less than seventy-five percent (75%) of the Owners in a duly constituted meeting called for such purpose.



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FILED

JUN 30 1997

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Norman Sawelle
Director Bartlesville, Indiana

**Instrument
#900016377**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ROCKY FORD CROSSING

The undersigned, R. Douglas Osborne, or his successors and/or assigns, as owner and developer, (hereinafter referred to as "Developer"), of the real estate described in the plat shown on Exhibit "A" attached hereto and made a part hereof, does hereby plat and subdivide the real estate in accordance with said attached plat. This shall hereby be known as "Rocky Ford Crossing", an addition in Bartholomew County, Indiana.

This Declaration shall run with the land and shall be binding on all persons claiming any interest in property hereby platted, unless otherwise amended in writing by the Developer, until such rights are relinquished to The Rocky Ford Crossing Community Association, (hereinafter referred to as "TRFCCA"), as provided in the Declaration of the Association and By-Laws. After such rights are relinquished to TRFCCA, a 2/3 majority vote of TRFCCA shall be necessary to amend any covenant, condition, or restriction; however, committees may also be formed with a 2/3 majority vote as written in the Declaration of Association and By-Laws. Lots numbered 30, 31 and 32 shall be excluded from covenants, conditions and restrictions provided herein, unless such covenants, conditions and restrictions are attached at a future date by the owner. Lots numbered 30, 31 and 32 shall be excluded from TRFCCA and owners of Lots numbered 30, 31 and 32 shall not be required to contribute any association dues or common area maintenance fees. Any amendment to these covenants must be recorded in the Office of the Recorder, Bartholomew County, Indiana.

The Developer shall have the right to relinquish all responsibilities and rights to TRFCCA as written in the Declaration of Association and By-Laws.

1. A Lot Owners' Association is hereby formed among the owners of the several lots of Rocky Ford Crossing subdivision and shall be known as The Rocky Ford Crossing Community Association ("TRFCCA"). This association is organized and operated as provided in the Declaration of Association and By-Laws recorded herewith as Exhibit "A".

Each lot owner (except for Lots 30, 31 and 32) shall automatically become a member of TRFCCA and shall remain so until title is passed to the succeeding owner who shall then replace the former owner in membership.

2. Each owner shall have the right to utilize those common areas, walkways, and roads as shown on the plat, subject to this Declaration.

3. Each owner shall endeavor to keep all areas including easements unobstructed and free from debris.

4. Common areas shall be maintained and regulated by TRFCCA. They may be enjoyed by all lot owners who are members of TRFCCA as so regulated, but in no event shall any common area be utilized for

dwellings, temporary or permanent, nor shall they be utilized for parking vehicles.

5. All mowing and landscaping located on common areas shall be maintained by TRFCCA unless the appropriate government entity assumes such responsibility.

6. All pedestrian easements shall be regulated and maintained as such by TRFCCA.

7. Those areas shown on the attached plat as utility and drainage easements shall be reserved for the usage of any utility company including but not limited to electrical, gas, water, sewer, telephone, telephone antenna and cable system lines, and any company providing service related to drainage, but shall not include transportation and/or moving companies. All utilities shall be buried as regulated by the pertinent utility board. In no event shall utility and drainage easements be utilized for parking vehicles. Drainage ways and swales may not be obstructed by any owner. Those areas designated as utility and drainage easements shall be maintained by the owner of the property on which such area is located; however, the actual drainage system shall be the maintained by TRFCCA. Should utility and drainage easements be located in common areas, they shall be maintained by TRFCCA.

8. All roads shown on the attached plat are hereby dedicated to the public, as are those areas shown as right-of-way. Roads shall be maintained by the pertinent government entity. There shall be no parking nor any obstructions allowed on roads or in the right-of-way. Each section of right-of-way shall be maintained by the owner of the property which adjoins such right-of-way with the exception of those common areas maintained by TRFCCA.

9. Encroachment easements may be issued for the purpose of constructing fences or as deemed necessary. Such easements must be approved by the Developer.

10. All lots in this subdivision are reserved for single-family residential use.

11. Auxiliary structures, recreational vehicles, campers, trailers and tents may not be utilized as permanent living quarters.

12. No lot or block may be subdivided for the purpose of creating a new lot. Adjoining lots may be combined, provided no new additional lot is thereby created.

13. Each lot shall be properly maintained, and each structure shall be kept in good repair, so as not to negatively affect the value of the property or surrounding property. Each lot shall be kept free of debris, uncut grass and weeds or other unsightly growth.

14. For the purposes of measuring area, measurements shall be taken from the outside of the building foundation and shall exclude all

porches, breezeways, garages, carports, chimneys, eaves, basements, attics or any living space less than eight feet (8') in height.

15. Each residence constructed on lots 1-29 shall have a minimum area of 1,600 square feet. No residence may exceed two and one-half (2 ½) stories in height.

16. Each residence over one-story in height must have a ground floor area of no less than 900 square feet.

17. Ground floor living area of a residence may not exceed thirty percent (30%) of the total square footage of the lot.

18. Any auxiliary structure must be approved by the Developer until such rights of design review are relinquished to TRFCCA as written in the Declaration of Association and By-Laws. Any auxiliary structure must be approved by the appropriate government entity prior to construction.

19. No trash may be dumped, burned or buried on the property.

20. To assure an aesthetically pleasing and harmonious community, designs of all structures must be approved by the Developer prior to construction. Any future additions or changes to the designs of either structures or any components of structures must be approved by the Developer. The Developer may relinquish such rights to design review as written in the Declaration of Association and By-Laws. Two sets of plans of any structure or item subject to approval by the Developer must be delivered to the Developer prior to consideration, and such plans shall thereby become the property of the Developer.

21. All exterior siding materials must be approved by the Developer as provided in paragraph twenty (20) above. The use of natural materials, such as wood, stone or brick, is encouraged. The use of synthetic materials shall be permissible only with the prior approval of the Developer.

22. All exposed foundation above finish grade must be sided with brick or stone or the same siding used on the principal structure above the foundation.

23. All auxiliary structures shall have an appearance consistent with the residence.

24. All driveways shall be paved with asphalt, concrete or brick.

25. All fencing shall be consistent with the residence and must be approved by the Developer. Fencing shall not be electrically charged, and any invisible pet fencing must be approved by the Developer. Any chain link fencing must be black, vinyl coated, and must be situated to the rear of the residence.

26. Color of any structural material must be approved by the Developer.

27. All open areas shall be covered with grass, trees or other plantings. In general, all lot owners are required to maintain the landscaping and should endeavor to achieve a landscaping plan which enhances the value of the property.

28. Swimming pools shall be permitted provided they are in-ground, fenced, (which shall be locked when not in use), and not visible from any road. Designs for such pools must be approved by Developer. Pools must be closed and covered at the end of the summer season, and pool area must be locked during the off-season.

29. Each residence must be connected with sewage disposal services provided by the City of Columbus.

30. All telephone, electrical and cable connections from any utility to the residence shall be buried underground.

31. All exterior lighting must be directed so as not to disturb any other property owner.

32. Trash, garbage or other waste shall be kept in sanitary containers out of view and undercover, with the exception of the days on which it is being collected for removal. All residences must be equipped with garbage disposals to suppress the amount of rotten or spoiled food located on the property.

33. Basketball backboards must be of clear glass, and oriented perpendicular to the road unless not visible from any road. Basketball backboards, play structures or any other fixed games shall be located at the side or rear of the residence and shall not be aesthetically obtrusive.

34. Livestock, poultry, or other animals considered predatory shall not be raised, bred or kept on any lot or in any common area. Common household pets may be kept, provided they are housed indoors, they are not bred or maintained for any commercial purpose, they are not too numerous, and they do not create a nuisance. Dog and/or pet houses or shelters shall not be constructed, maintained or permitted in any fashion outside the principle residence. Owners shall be notified by TRFCCA when an official complaint has been filed, and any pet which continues to create a nuisance as determined by TRFCCA must be removed from the property within five (5) days. Owners shall maintain complete responsibility for their pets, keep their lots free from damage by such pets, and shall also keep their pets fenced, tethered or under control at all times. Any feces left on another owner's lot or in the common areas must be removed by said pet owner.

35. Signs, including "For Sale" and "For Lease" signs, shall not be aesthetically obtrusive or unsightly. No sign shall be placed in any common area or right-of-way.

36. Trailers, RVs, campers, boats, or disabled or rusty vehicles shall not be kept on any street within the subdivision, off-street

parking spaces in common areas, or the property unless stored in a completely enclosed area not visible from any road or other lot.

37. Off-street parking located in common areas are intended for use by visitors and not intended as auxiliary parking for homeowners to park additional personal vehicles. Specific rules governing the use of off-street parking areas may be established by TRFCCA.

38. No building, covered porch or other roofed structure may be constructed, erected, or maintained closer to the front lot line than sixteen (16) feet. No garage automobile entrance may be closer than 19 feet to the front lot line. No building, garage or other roofed structure may be closer to the side property lines than five (5) feet. These dimensions shall apply to the vertical walls of the structure and not the roof overhang. Rear set-back to be 10 feet from the rear lot line.

39. Lot owners shall endeavor to create a more enjoyable community for the benefit of all owners by refraining from creating nuisances or annoyances. Noxious activity shall not be permitted. Lot owners shall be responsible for the actions of their guests. No annoying sound, odor or sight shall be permitted. Music must be kept at a volume so as not to disturb other residents. Wind chimes shall not be permitted. Barking dogs and loud animals shall not be permitted. Unightly growth shall not be permitted. Exterior window coverings obtrusive in color or pattern shall not be permitted, particularly on those windows which face any road or other lot.

40. The Developer and his assigns and any owner of any lot located in Rocky Ford Crossing shall have the right to enforce by injunction all covenants, conditions and restrictions provided herein and may cause by due process of law the removal of any structure erected or maintained in violation of said provisions. The Developer and his assigns and any owner of any lot located in Rocky Ford Crossing shall be entitled to such relief without being required to show any damage of any kind to the Developer or any such owner by or through any such violation or attempted violation.

41. The Developer and his assigns and any owner of any lot located in Rocky Ford Crossing shall be entitled to recover any damages resulting from such violation, in addition to which they shall be entitled to reasonable attorney's fees incurred in obtaining such injunction or in pursuing any other lawful remedy to prevent or stop such violations.

42. The covenants, conditions and restrictions provided herein shall be in full force and effect until January 1, 2020, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless otherwise amended by the Developer or TRFCCA as written in the Declaration of Association and By-Laws, and all such amendments shall be recorded in the Office of the Recorder of Bartholomew County, Indiana. Any covenant, condition or restriction which shall require the approval of

9800002596
Filed for Record in
BARTHOLOMEW COUNTY, IN
ROSALYN C. NDRMAN
On 02-23-1998 At 01:47 P.M.
SURV CORR 10.00

Land Surveying and Engineering • 2780 25th Street, LL30 • Columbus, Indiana 47203 • Telephone (812) 376-3391 • Fax (812) 376-9190

CROWDER & DARNALL, INC.

SURVEYOR'S AND OWNERS' CORRECTIVE CERTIFICATE

I, Brian Scott Crowder, hereby certify that I am a land surveyor licensed in compliance with the laws of the State of Indiana, and that I am the surveyor who was in responsible charge of preparing the plat and executing the Surveyor's Certificate appearing on "Rocky Ford Crossing" as recorded in Plat Book "Q", page 314A, in the Office of the Recorder of Bartholomew County, Indiana.

Also recorded simultaneously therewith were the Rocky Ford Crossing Community Association Declaration and By-Laws (hereinafter referred to as "By-Laws") as Instrument #97-16376, and Declaration of Covenants, Conditions and Restrictions of Rocky Ford Crossing (hereinafter referred to as "Declaration") as Instrument #97-16377.

I further certify that the "Owner's Certificate" in said plat incorrectly identified R. Douglas Osborne as the owner of record, when, in fact, the owners of record are Robert D. Osborne and Debra G. Osborne, pursuant to Corporate Warranty Deed recorded December 8, 1997 as Instrument #97-15352.

Therefore, Robert D. Osborne and Debra G. Osborne do hereby join me in the execution of this Surveyor's and Owners' Corrective Certificate to ratify the previous Plat, By-Laws and Declaration.

Dated this 17th day of February, 1998

Brian Scott Crowder
Brian Scott Crowder, RLS #SO500
President, Crowder & Darnall, Inc.

Robert D. Osborne
Robert D. Osborne

Debra G. Osborne
Debra G. Osborne

CHICAGO TITLE

STATE OF INDIANA)
) ss:
BARTHOLOMEW CO.)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Brian Scott Crowder, Robert D. Osborne and Debra G. Osborne, and executed the foregoing Corrective Certificate this 17th day of February, 1998.

Bartholomew
County of Residence

Timothy A. Darnall
Notary's Signature

TIMOTHY A. DARNALL
Notary's Printed Name
Expires May 13, 2001

DULY ENTERED
FOR TAXATION

FEB 23 1998

Lenora S. Sowell
Auditor Bartholomew Co., Indiana

L.S.

George A. Crowder, PE-LS
1916 -

Gene W. Darnall, LS
1928 - 1984

FILED

CROWDER AND DARNALL, INC.
LAND SURVEYING AND ENGINEERING

Everroad Center
2760 25th Street, LL30
Columbus, Indiana 47203
Phone (812) 376-3391

APPROVED

MAY 14 1998

Wanda Jussell
Auditor Bartholomew Co., Indiana

OUR JOB NUMBER 9604
MAY 8, 1998

ROSALYN C. NORMAN
BARTHOLOMEW COUNTY RECORDER
COLUMBUS, INDIANA 47201



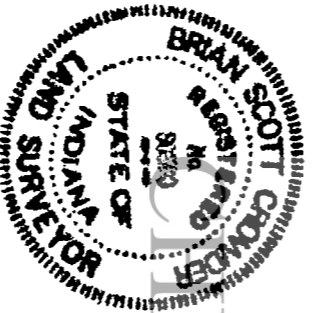
Jesse Bergman

RE: ROCKY FORD CROSSING
PLAT BOOK "Q", PAGE 314A

9800007780
Filed for Record in
BARTHOLOMEW COUNTY, IN
ROSALYN C. NORMAN
On 05-14-1998 At 11:03:11 pm.
SURV CORR

MS. NORMAN

THIS IS TO NOTIFY YOU THAT THE 10 (TEN) FOOT LANDSCAPE BUFFER ALONG THE NORTH LINE OF BLOCKS "B", "E" AND LOTS 1 THROUGH 11 IS NO LONGER REQUIRED AS NOTED IN THE LETTER FROM THE COLUMBUS PLANNING DEPARTMENT DATED NOVEMBER 13TH, 1997. THE 10 (TEN) FOOT LANDSCAPE BUFFER SHOULD NOW BE NOTED AS A DRAINAGE AND UTILITY EASEMENT. THIS INCREASES THE DRAINAGE AND UTILITY EASEMENT SHOWN ON THE PLAT LOCATED ALONG THE NORTH LINE OF SAID BLOCKS AND LOTS TO A WIDTH OF 20 (TWENTY) FEET.



Brian Scott Crowder
BRIAN SCOTT CROWDER

BRIAN SCOTT CROWDER RLS# S0500
PRESIDENT, CROWDER & DARNALL, INC.

\\SERVER1\FILES\9604\LETTER TO RECORDER FOR LANDSCAPE BUFFER.doc
05/08/98 10:13 AM

Service Since 1950 as Successor to George A. Crowder and Gene W. Darnall