

**AFFIDAVIT of INTENT & AMENDMENT  
for COVENANTS AND RESTRICTIONS  
of SCENIC VIEW ESTATES**

I, Christopher M. Crouch, President of CKC Development Corporation, an Indiana registered corporation, having personal knowledge of the functions and acts of said corporation, and said Corporation being desirous to clarify certain issues relating to use of a portion of Parcel Number Two (2) in Scenic View Estates and to amend the covenants and restrictions of Scenic View Estates so that there is no ambiguity as to the intent at the time of creation of the various parcels of land known as Scenic View Estates do, to that end, hereby state and affirm and the following:

1. That, CKC Development Corporation, caused the division of land in to parcels of varying size known as Scenic View Estates. That the survey of said parcels was performed by Ross O. Holloway of the firm Holloway Associates and that said surveys are signed by me as President of CKC Development Corporation and that said survey plats are recorded in Survey Record 5, pages 212-213, revised in ~~Survey Record 5, pages 365-367~~ Survey Record 5, page 365-367, further revised in Survey Record 5, pages ~~366-367~~ and Parcels Number 1 and 2 further revised In Survey Record 6, pages 517 all in the Office of the Recorder of Morgan County, Indiana.
2. That I approved the arrangement and size of the division parcels and also reviewed and approved the covenants and restrictions that appear on the above referenced survey plats.
3. That on each and every one of the above referenced survey plats of Scenic View Estates the area northeast of the Mill Hollow Branch creek, being approximately two (2) acres, is shown as zoned for commercial use.
4. That the note was placed on the plat to inform and alert potential purchasers of parcels in Scenic View Estates that a portion of Parcel Number Two (2) was for commercial use and was not subject to the residential restriction cited in the covenants and restrictions.
5. That this affidavit is being recorded for the purpose of clarifying the intent of CKC Development Corporation, in EXCLUDING THE AREA NORTHEAST OF THE CREEK from the residential restriction of the remaining lands shown on the above referenced surveys known as Scenic View Estates.
6. Further that the conditions, restrictions and covenants given in the "Corrected Warranty Deed and Grant of Mutual Non-Exclusive Rights-of-way and Utility Easements and Declaration of Covenants", as recorded in Deed Record 385, pages 363-365 in the Office of the Recorder of Morgan County, Indiana are hereby amended to incorporate the commercial use of that portion of Parcel Number Two (2) northeast of Mill Hollow Branch creek and to place said conditions, restrictions and covenants in agreement with the recorded survey plats and with the original intent of the Developer as evidenced by the statement shown on the survey plats. Specifically, Item Number One (1), LAND USE, of the conditions, restrictions and covenants recorded in Deed Record 385, page 364 shall be amended as follows: "All lots herein are for residential use only, limited to one single family dwelling per parcel and one accessory building. EXCEPT, that portion of Lot (parcel) Number Two (2), containing approximately two (2) acres, that lies northeast of Mill Hollow Branch creek, is zoned for commercial use and may be used for commercial purposes at any future time."

*Christopher M. Crouch, President*

CKC Development Corporation by: Christopher M. Crouch, President

State of Indiana )  
County of Morgan )

Before me, the undersigned, a Notary Public, personally appeared Christopher M. Crouch, President of CKC Development Corporation who states that he authorized by CKC Development Corporation to execute this instrument and acknowledged the above statements to be the intent of CKC Development Corporation and further that this instrument is his voluntary act and deed.

Witness my Hand and Seal this 14<sup>th</sup> day of March, 2000.



Alan W. Sellen  
Signed Notary Public

ALAN W. SELLER  
Printed or Typed

Resident of Morgan County.

My Commission Expires: July 14, 2001

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF MORGAN )

**AFFIDAVIT**  
**Re: Amendment of Covenants and**  
**Restrictions of Scenic View Estates**

Comes now CKC Development Corp., by Christopher M. Crouch, its President, who being duly sworn upon his oath, states:

1. Affiant is the duly elected, qualified and acting President of CKC Development Corp. and is familiar with the matters stated herein by personal knowledge.

2. The Covenants and Restrictions of Scenic View Estates as recorded in Deed Record 385, pages 363-385, in the Office of the Recorder of Morgan County, Indiana, provide in Article 14, among other provisions, for amendment of those articles by two-thirds vote of the parcel owners (one vote per parcel). Reference to Scenic View Estates Section 3 recorded in Survey 6 <sup>CMC</sup> pg. 966

3. Also reference to Misc. 163 pg. 142  
By ballot of the 35 parcel owners between August 8 - 14, 2000, as follows:

25 votes for  
8 votes against

the following amendment to the Covenants and Restrictions was adopted as by the Covenants and Restrictions provided:

ADD to Article 1 the following language:

"EXCEPT Parcel 2 which is reserved for commercial business use."

4. Therefore, the Covenants and Restrictions shall be deemed amended.

Dated: September 7, 2000

CKC DEVELOPMENT CORP.

By Christopher M. Crouch, President  
Christopher M. Crouch, President

STATE OF INDIANA )  
  )SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State, personally appeared Christopher M. Crouch, the President of CKC DEVELOPMENT CORP., who acknowledged the execution of the foregoing Affidavit Re: Amendment of Covenants and Restrictions of Scenic View Estates for and on behalf of said CKC Development Corp., and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of September, 2000.

Cathy I. Neal

Cathy I. Neal, Notary Public  
Resident of Morgan County, IN

My Commission Expires:  
October 3, 2007

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This instrument prepared by:

Ralph M. Foley  
Attorney at Law  
FOLEY, FOLEY & PEDEN  
60 East Morgan Street  
P. O. Box 1435  
Martinsville, IN 46151

Karen Blummet  
MORGAN CO RECORDER

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE SCENIC VIEW HOMEOWNERS  
ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SCENIC VIEW HOMEOWNERS ASSOCIATION ("DECLARATION"), made this 19<sup>th</sup> day of March, 2014, by the designee of the Lot Owners of Scenic View Estates (hereinafter referred to as "Declarants"),

**WITNESSETH:**

**WHEREAS**, Declarants are the owners of certain Real Estate located in Morgan County, Indiana, and more particularly described in the attached Exhibit "A" ("Real Estate") which consists of 36 separate parcels (hereinafter "Lots" or "Parcels") as identified in Exhibit "A"; and

**WHEREAS**, Declarants are all Lot Owners of certain Parcels within the Real Estate; and

**WHEREAS**, there are covenants and restrictions currently in force on the Real Estate which were recorded on March 7, 1996 and amended on February 4, 1997 (hereinafter referred to as "Previous Restrictions") and the purpose of these Declarations is to amend and replace such Previous Restrictions; and

**WHEREAS**, Declarants desire that the Real Estate and the Parcels be subject to certain covenants, conditions and restrictions (hereinafter "Covenants") as described herein in order to insure that the development and use of the various Parcels on the Real Estate are harmonious and do not adversely affect the value of the other Parcels on the Real Estate; and

**WHEREAS**, Declarants desire to provide subject to this Declaration a common interest community which addresses commonly owned real estate, the Private Road located upon the Real Estate, their maintenance and other maintenance obligations and the finances to honor these and other community obligations. To this end, Declarants desire to subject the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each Owner of all or part thereof; and

**WHEREAS**, Declarants deem it desirable, to accomplish these tasks in said Real Estate, to create an agency to which shall be delegated and assigned the powers of supervising, maintaining and administering any common areas and maintenance expense areas detailed in the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the common interest of the Owners of the Real Estate, and all parts thereof; and

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**WHEREAS**, Declarants have caused, or will cause, to be incorporated under the Indiana Code 23-17-1, et seq., under the name "Scenic View Homeowners Association, Inc.", or a similar name, such agency for the purpose of exercising such functions; and

**NOW, THEREFORE**, Declarants hereby declare that the Real Estate, as it is now held, and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved is subject to the Covenants.

This Declaration and all of the Covenants shall run with the Real Estate and shall be binding upon the Declarants and upon parties having or hereafter acquiring any right, title or interest, legal or equitable, in and to any portion of any Parcel or any portion of the Real Estate and shall inure to benefit of the Declarants and every one of Declarants' successors to any Parcel, the Real Estate, or any part or parts thereof. Any future transferee of any beneficial interest in any portion of any Parcel or of any portion of the Real Estate shall take interest and title expressly subject to this Declaration.

**Recitals**

The Recitals are incorporated herein as if set out in full.

**Definitions**

The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

(a) "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended;

(b) "Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;

(c) "Association" (or, alternatively, "HIOA") shall mean and refer to Scenic View Homeowners Association, Inc., an Indiana corporation organized under Indiana Code 23-17-1, et seq., which Declarants have caused, or will cause, to be incorporated under said name or a similar name, its successors and assigns;

(d) "Board" or "Board of Directors" shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration;

(e) "Bylaws" shall mean and refer to the Code of Bylaws of the Association, as the same may be amended from time to time; and

(f) "Committee" shall mean and refer to the "Scenic View Architectural Control Committee", the same being the committee or entity established pursuant to ARTICLE VI, of this Declaration for the purposes therein stated.

(g) "Common Areas" denominated by such title on recorded plats of this Community, if any and Haven Trail as above and hereinafter defined.

(h) "Common Expenses" shall refer to expenses of administration of the HOA and for the exercise and performance of its rights and obligations detailed herein, including but not limited to the expenses associated with Haven Trail, the Common Maintenance Areas, and shall also include the HOA obligations with respect to Lot maintenance herein.

(i) "Common Maintenance Areas" a/k/a "Maintenance Expense Area" shall refer to Haven Trail and the Common Areas, if any, which the HOA may be required to maintain.

(j) "Community" or "Project" refers to the Scenic View area depicted on Exhibit A as it has been developed and as it continues to exist.

(k) "Covenants and Restrictions" means the covenants and restrictions contained herein concerning the use and enjoyment of the Lots, Dwelling Units, Common Areas and Common Expenses.

(l) "Declarants" shall mean and refer to, the Lot Owners of the Parcels, and any successors and assigns of such Lot Owners;

(m) "Dwelling Unit" shall refer to any residence located or to be located upon any Parcel;

(n) "Member" means a Member of the Association, as provided in Article IV (1).

(o) "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot or Parcel, but in any event shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

(p) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(q) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time;

(r) "Rules and Regulations" - rules and regulations relative to the use, occupancy, operation and enjoyment of the Real Estate and the Common Areas, as promulgated by the HOA.

**ARTICLE I.**  
**General Purpose of this Declaration**

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Parcels and the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other improvements at appropriate locations on the Real Estate to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate; to preserve and maintain proper set-backs from streets, roadways and adequate free space between structures; and to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate to the benefit of all owners of any Parcel within the Real Estate ("Owners").

**ARTICLE II.**  
**General Restrictions**

1. Maintenance of the Premises. Owners shall maintain their Parcels, including vacant Parcels which have not yet been improved, and improvements situated thereon in a manner so as to prevent the Parcel or improvements from becoming unsightly. Grass shall not exceed 12 inches in height on any Parcel. No part of any Parcel may be used as a dump for garbage or refuse.

2. Refuse Disposal and Trash Service. Any garbage, refuse or other waste are not permitted on the Real Estate except in sanitary containers and shall be so maintained only temporarily until the next period of normal trash removal service. Any sanitary container utilized for trash storage shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be permitted. All Owners of any Parcel shall be responsible to maintain a contract for weekly trash removal and for taking their trash to the designated pick up area at Highway 39.

3. Association Right to Cure Property Maintenance Issues. If not maintained, the Homeowners Association shall have the right to enter any Parcel for the purpose of performing necessary maintenance pursuant to these Declarations. Any costs or charges incurred by the Homeowners Association for such maintenance shall be assessed to the Parcel Owner in violation of these Declarations.

4. Land Use. Any and all parcels within the Real Estate shall be for residential use only and limited to one single family dwelling per parcel, or parcels, provided that such parcels are owned by the same Lot Owner and are contiguous and combined to become one site. Parcels thus combined shall be hereinafter referenced as a "Site". Any dwellings built upon any Parcel or Site shall be built by the Owner of the Parcel or Site for use as his



or her own personal residence, and not as a rental property. Further, no houses shall be constructed on any Parcel or Site as a speculative house for the sole purpose of sale after construction.

5. Residential Dwelling Size. Any residential dwelling shall have at least One Thousand Five Hundred (1,500) square feet of living space if single story (exclusive of garages, patios and decks) and not less than One Thousand Seven Hundred (1,700) square feet of living space if more than a single story with at least Nine Hundred (900) square feet of living area on the ground level (exclusive of garages, patios and decks).

6. Construction Requirements.

- a. Overhang (eaves). All Overhang (eaves) shall be a minimum of twelve inches, excluding any exterior finish.
- b. Roof. If the roof is a hip type then a minimum of 6/12 pitch shall be used. If the roof is to be gable type, then a minimum of 7/12 pitch shall be used.
- c. Exteriors. Exteriors of all dwellings shall be full brick on the main level. The second story may be vinyl or cedar siding. Soffit, fascia, and gable materials may be vinyl. Log home structures are permitted without the brick requirements. All dwellings must be built on a crawl space or basement. Slab construction is not permitted.
- d. Modular or Mobile Homes Restriction. No modular or mobile homes shall be permitted on any Parcel.
- e. Accessory Buildings. One accessory building is permitted and it is to be of compatible materials and complimentary to the house on the same Parcel. If not of the same materials as the house, it is to be placed so it is not within the sight lines of neighboring Parcels. Any accessory structure is strictly subject approval by the Architectural Committee of the Homeowners Association. Prior to construction of any accessory structure, Owners shall submit plans and architectural drawings to the Architectural Committee of the Homeowners Association for approval, which approval shall be in the sole discretion of the Architectural Committee.

7. Private Road. Access easements as shown on the plat survey are for construction, repair, and maintenance of Haven Trail, and associated drainage, and the installation of mailboxes are for the mutual benefit of all Parcel Owners. The cost of roadway and drainage maintenance shall be borne by the Homeowners Association.

8. Building Location and Setbacks. No buildings shall be located on any parcel nearer to the front Parcel line, or nearer to the side Parcel line than the setback required by any

applicable Morgan County zoning ordinances. For the purposes of these Covenants, eaves, steps, and open porches shall not be considered part of the structure, provided, however, that this shall not be construed to permit any portion of any structure on any Parcel to encroach upon any other Parcel unless the other Parcel is owned by the same owner as a Site. The division of a Parcel for the purpose of creating an additional building site is prohibited.

9. Existing Trees, Grass and Land Cover. Where possible, every effort shall be made to preserve existing trees, grass and ground cover during construction of any structure on any Parcel. Trees shall be selectively cut such that the minimum number are removed for construction of any structure on any Parcel. All Owners are responsible for ensuring that any builder or other contractor working on any Parcel shall provide adequate erosion and sediment control measures. At a minimum, a silt fence shall be required to be placed around the perimeter of all earth disturbing activities occurring on any Parcel. If measures in excess of placement of a silt fence are required to provide adequate erosion and sediment control measures, such excess measures shall be utilized and the Owners are solely responsible to ensure whatever measures used are adequate and do not adversely impact the Real Estate or any Parcel.

10. Inoperative Vehicles and Storage. Owners shall not be permitted to store equipment, materials, supplies, debris, and/or any unlicensed or inoperative vehicles (including, but not limited to recreational vehicles or boats) on the Real Estate within view of any Parcel. Such vehicles are permitted on the Real Estate so long as they are kept in a garage or otherwise out-of-sight of other Parcels by a screening mechanism that is harmonious with the Parcel and not in violation of these Declarations.

11. Nuisances. No noxious, obnoxious, or offensive activity shall be carried on upon any Parcel, nor shall anything be done thereon which constitutes an unreasonable annoyance or nuisance to the other Owners as may be determined by a written petition of the Owners of Two-Thirds of the Parcels within the Real Estate.

12. Drainage Ditches. No drainage swales, ditches, ravines, water courses, creeks, ponds, or the like shall be altered, dug out, filled in, tiled or otherwise changed without Owner obtaining certification from a professional engineer that such action shall not negatively affect any surrounding property Owner. All swales, ditches, ravines, creeks, ponds and the like shall be maintained by the Owner to provide for the existing natural drainage upon the Real Estate to occur. All existing field tiles and underground drains which exist upon the Real Estate shall be perpetuated.

13. Mining Operations. No oil drilling, oil development operation, oil refining, pouring or mining operations of any kind shall be permitted upon any Parcel nor shall any oil wells, tanks, tunnels, mineral, excavations or shafts be permitted upon any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

**14. Animals.** No pigs, hogs, cows, horses, ponies, livestock or poultry shall be bred, raised, kept, or allowed upon any Parcel. There should be no feed lots of any kind allowed upon any tracts. Dogs, cats and other household pets may be kept so long as the number of such pets does not exceed three (3) for any Parcel. Such pets shall not be allowed to roam in wild bands or bred, kept, kenneled or maintained for commercial use. All such pets shall be restricted to its Owner's Parcel unless it is on a leash and accompanied by its Owner. No horses are allowed on the roadway of Haven Trail.

**Exception:** In recognition of the Previous Restrictions, no more than two (2) ponies and/or horses may be kept on the Parcels identified as Parcel #3, Parcel #4, and Parcel #10. (The Previous Restrictions also originally provided that Parcel #6 was allowed two (2) horses "to be kept on the plains area". As the "plains area" does not exist on Parcel #6, and there is not sufficient grazing land, Parcel #6 is unfit for keeping horses. Further, when the Previous Restrictions were recorded, Section III of Scenic View had not been developed. Since Section III is now developed and would be affected by horses on Parcel #6, Parcel #6 is no longer approved for horses. The current Owner of Parcel#6, Michael Dicen agrees with the restriction described in these Covenants and consents thereto. Such restriction shall now run with the Real Estate in perpetuity.

**15. Automobile Maintenance.** Except for minor or routine repair and maintenance of Owners' personal vehicles, no commercial automobile repair and/or maintenance activity, shall be permitted upon the Real Estate.

**16. Driveways.** All driveways must be paved with crushed stone or a hard surface.

**17. Fences.** All fences shall be kept well maintained for function and appearance purposes. Barbed wire fences are prohibited.

**18. Hunting.** No hunting is allowed on any tract within the Real Estate.

### **ARTICLE III.** **Easements**

**1. Access and Utility Easements.** Areas designated as access and utility easements on the plat are dedicated as easements for the construction, maintenance and repair of Haven Trail and utilities, except reasonably and conveniently required transmission lines such as, but not limited to, water, gas, telephone, electric, cable television and sanitary sewer. No structures shall be erected on or maintained within the easements and at no time shall the easements be blocked or obstructed in any manner. Maintenance of the easements are the responsibility of the Lot Owner.

**2. Easements not altered.** Any easements of record which existed as part of the Previous Restrictions or otherwise are not altered by this Declaration. This does not restrict the right of the Association or the Declarants to otherwise alter or obtain easements

within legal parameters in the future if it becomes reasonably necessary to carry out the functions of the Association.

**ARTICLE IV.**  
**Association; Membership; Voting; Functions**

1. Membership in Association. Declarants and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a "Member of the Association" and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and membership will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association.

2. Voting Rights. The Association shall have the following classes of membership, with the following voting rights:

a. Class A. "Class A Members" shall be all Owners. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine and as amplified in the Bylaws if such determination is unavailable, but in no event shall more than one (1) vote be cast with respect to any such Lot. Otherwise, in the absence of a determination of multiple Owners, the vote shall be equally split between the multiple Owners. Attendance at properly called Association meetings by one Member of a jointly titled Lot shall vest in such sole attending Member the entire one (1) vote.

b. Class B. "Class B Members" There are no class B voting members.

3. Function. The Association has been (or will be) formed for the purpose of providing for the maintenance, repair, replacement, administration, operation and ownership of Haven Trail and the Common Areas as and to the extent provided herein, if any, to pay taxes assessed against and payable with respect to the Common Areas, to pay any other necessary expenses and costs in connection with the Common Areas, and to perform such other functions as may be designated for it to perform under this Declaration.

**ARTICLE V**  
**BOARD OF DIRECTORS**

1. **Management.** The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a Member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner.

2. **Initial Board of Directors.** The initial Board of Directors shall be composed of the persons designated or to be designated, in the Articles, to-wit: Margaret Petraits, Secretary, Gregory Petraits, President, and Jennifer Clark, Treasurer, (herein referred to as the "Initial Board"), who has been or shall be appointed by Declarants. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Act (a) the Initial Board shall hold office until the first annual meeting of the Members of the Association occurring on or after recordation of this Declaration, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the recordation of this Declaration, every such vacancy shall be filled by a person appointed by vote of the Declarants, who shall thereafter be deemed a Member of the Initial Board.

3. **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 Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

4. **Term of Office, Vacancy, and Number of Directors.**

- a. **Term.** Subject to the provisions of Section 2 of this Article, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall serve a term of one (1) year after recordation of this Declaration. After such time, each Member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified.
- b. **Number of Directors.** The number of Directors to serve on the Board shall be a minimum of three (3) with a maximum of seven (7).
- c. **Vacancies.** Subject to the provisions of Section 2 of this Article as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article. The Director so filling a vacancy shall serve until the next

annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

5. Removal of Directors. A Director or Directors, except the Members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may employ a managing agent ("Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

(a) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;

(b) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

(c) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(d) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours by reasonable pre-arrangement;

(e) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(f) paying any other necessary expenses and costs in connection with the Common Areas; and

(g) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws, or the Act.

7. Powers of the Board of Directors. The Board of Directors 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 to assist the Board in performing its duties;

(b) to purchase, lease, or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors.

(c) to employ legal counsel, architects, Contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;

(e) to include the costs of performing all of its functions, duties and obligations 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 the Association;

(g) to promulgate, adopt, revise, amend and alter from time to time such additional Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Areas (in addition to those set forth in this Declaration) including but not limited to charging uniform fees for the use of Common Areas and to set and charge fees for late payment of assessments and fines for violations of Restrictions and Rules and Regulations as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; and

(h) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots,

C. RADER  
DR 212 PG. 181

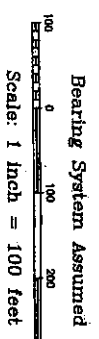
CKC DEVELOPMENT CORPORATION  
DR 375 PG. 312

NO MONUMENT  
SET CORNER  
FALLS IN A DEEP  
RANNE

STONE FOUND PER  
CO. RECORDS  
UNDER SE SIDE OF  
BENCH TREE  
SE COR. SE-DA  
SEC. 1, T. 12N, R. 1 W.

ONE SW COR. FRAC. SEC. 8,  
AS SHOWN BY 60' X 120' IN  
UNRECORDED SURVEY DATED  
JULY 15, 1981.

CKC DEVELOPMENT CORPORATION  
TOTAL AREA = 31,262 ACRES



**LAND SURVEY CERTIFICATE**

I, Ross O. Halberny, an Indiana Registered Land Surveyor, do hereby certify that the plat represents a land survey performed in Title 36, Article 11, Chapter 12, of the Indiana Code and was completed under my direct supervision.

*Ross O. Halberny*  
Registered Land Surveyor No. 52650  
Dated: March 7, 1986

CALCULATED IMPROVEMENT  
SOUTH LINE FRAC. SEC. 8  
AS ESTABLISHED BY 60' X 120'  
DOVE P.L.S. NO. 50049  
IN SURVEY DATED JULY 15, 1981

AUTO AXLE SHIRT FIND,  
HISTORICALLY ACCEPTED,  
SW COR. NE-DA, SEC. 1,  
T. 12 N., R. 1 W.

J. BOLTON  
DR 303 PG. 40

JOEL MACGARY  
DR 372 PG. 52

JOEL MACGARY  
DR 273 PG. 529

PARCEL NO. 13  
1.432 Act

PARCEL NO. 12  
5.283 Act

PARCEL NO. 11  
5.012 Act

PARCEL NO. 10  
5.073 Act

PARCEL NO. 9  
2.118 Act

PARCEL NO. 8  
5.437 Act

PARCEL NO. 7  
5.011 Act

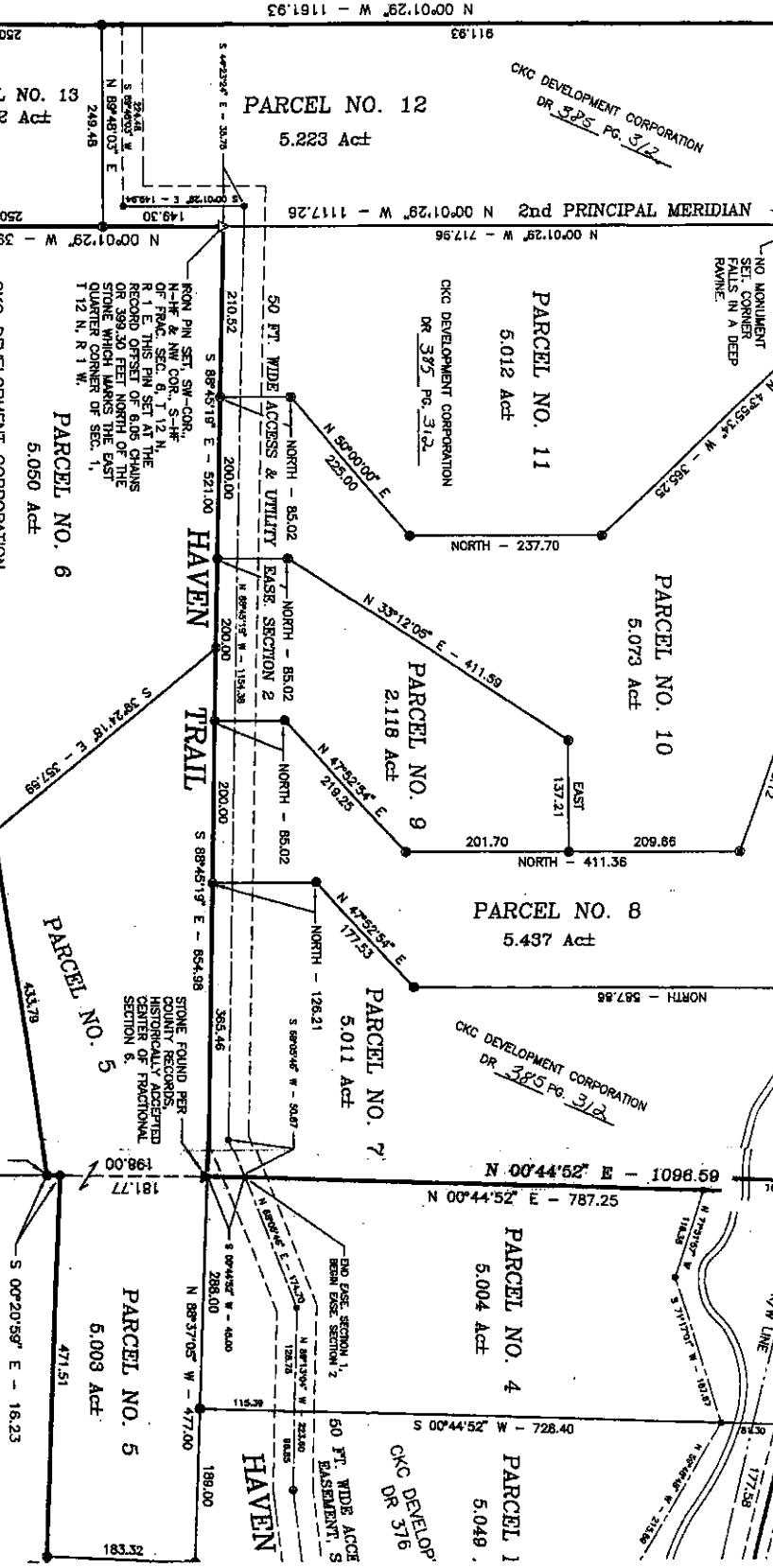
PARCEL NO. 4  
5.004 Act

PARCEL 1  
5.049 Act

PARCEL NO. 6  
5.050 Act

PARCEL NO. 5  
4.3179 Act

PARCEL NO. 5  
6.003 Act



HAVEN TRAIL

HAVEN

R/W LINE



DESCRIPTION OF FIFTY (50) PDC ACCESS AND UTILITY EASEMENT.

An access and utility easement, fifty (50) feet wide, shall be established, lying (S0) feet from the northeast corner of Fractional Section 6, Township 12 North, Range 1 East, Morgan County, Indiana, described as follows:
Parcel Number 3
Containing at a stone, found in place per county records, which marks the northeast corner of Fractional Section 6, Township 12 North, Range 1 East, Morgan County, Indiana, described as follows:
Commencing at a stone, found in place per county records, which marks the northeast corner of Fractional Section 6, Township 12 North, Range 1 East, Morgan County, Indiana, described as follows:
Containing 5,000 acres, more or less, and subject to the right-of-way for State Highway No. 142 on the north side of the parcel and to any other rights-of-way, easements or restrictions of record or observable.

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Commencing at a stone, found in place per county records, which marks the northeast corner of Fractional Section 6, Township 12 North, Range 1 East, Morgan County, Indiana, described as follows:
Containing 5,000 acres, more or less, and subject to the right-of-way for State Highway No. 142 on the north side of the parcel and to any other rights-of-way, easements or restrictions of record or observable.

14. Eminent Domain. The right to enforce these covenants by eminent domain shall be deemed to be reserved to the Developer, the owners of each parcel and the Developer. The covenants and restrictions shall remain in full force and effect and shall not be subject to termination or release by the passage of time or the change of ownership of any parcel. The Developer reserves the right to change or modify these covenants and restrictions in the future. The Developer reserves the right to change or modify these covenants and restrictions in the future. The Developer reserves the right to change or modify these covenants and restrictions in the future.

The declaratory statement of certification and approval to run with the land is hereby so declared and executed this 7 day of March, 1996.

*Christopher M. Crouch*  
 Christopher M. Crouch, President  
 CMC DEVELOPMENT CORPORATION

State of Indiana ) )  
 County of Morgan ) )

Before me, the undersigned, a Notary Public, personally appeared Christopher M. Crouch, President of CMC Development Corporation and acknowledged to me that the execution of this instrument and further acknowledgment necessary for said action has been taken by said corporation to allow for said action.

Witness my hand and seal this 7 day of March, 1996.

*Alan W. Seller*  
 Alan W. Seller  
 Signed Notary Public

Resident of \_\_\_\_\_ County.  
 My Commission Expires: July 14, 1997



*Walter H. H. H.*  
 Walter H. H. H.  
 Notary Public

ONLY ENTITLED FOR TAXATION  
 MAR 7 1996  
 Morgan County

DESCRIPTION OF 22.651 ACRES  
 EAST PARCEL

A part of the North Half of Fractional Section 6, Township 1 North, Range 1 East, Morgan County, Indiana, described follows:

Commencing at a stone, found in place, which per count marks the northwest corner of Fractional Section 6, thence, no degrees 01 minutes 29 seconds East, (assumed bearing) west line of the North Half, 1653.54 feet to a point in a (for reference, on Iron pin, is North no degrees 01 minutes 29 seconds West, 44.67 feet), said point being the BEGINNING of the parcel herein described; thence continuing no degrees 01 minutes 29 seconds East, with the west line of the North Half, 717.98 feet to an iron pin which marks the southeast corner of the North Half; thence South 88 degrees 17'53" seconds East, with the south line of the North Half, 1175.9 feet to a stone, which marks the southeast corner of the North Half; thence the southeast corner of the North Half, 1725.9 feet to an iron pin in the Southeast Quarter Section 6, with State Highway Number 142 for the following (4) courses: 1) North 77 degrees 25 minutes 56 seconds East, 181.04 feet to an iron pin; 2) along a curve, concave north having a radius of 1809.35 feet, a central angle of 08 degrees 25 minutes no seconds, a chord bearing North 74 degrees 49 minutes 30 seconds West, 224.81 feet, an arc distance of 224.9 feet; 3) North 70 degrees 44 minutes 39 seconds East, 423.25 feet to an iron spike; 4) North 70 degrees 17 minutes 22 seconds West, 54.00 feet to an iron pin; thence South 20 degrees 22 minutes 23 seconds East, 292.10 feet to an iron pin; South 86 degrees 31 minutes 25 seconds West, 445.50 feet to the Point of Beginning.

Containing 22.651 acres, more or less, and subject to the Easement of Access, Easement of Utility, Easement of Right-of-Way for State Highway Number 142, on the north and south sides of the parcel and to any other rights-of-way, easements or restrictions of record or observable.

containing 22.651 acres, more or less, and subject to the Easement of Access, Easement of Utility, Easement of Right-of-Way for State Highway Number 142, on the north and south sides of the parcel and to any other rights-of-way, easements or restrictions of record or observable.