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 sald corporation, and said Corporation being desirous to clarify certain issues relating to use of a portion of Parcel Number Two (2) in Scanic 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 5, pages 365-367, further revised in Survey Record 5, pages 366-387, 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.
- 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.
- 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 363-385 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."

May M. Cumby 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 14th day of March

SEAL *

20011942

Book Page 143

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 pg.966

 Also reference to Misc. 163 pg. 142

 3. 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."

Therefore, the Covenants and Restrictions shall be deemed amended.

Dated:

September 7, 2000

CKC DEVELOPMENT CORP.

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, Notary Public Resident of Morgan County, IN

My Commission Expires:

This instrument prepared by:

RECEIVED FOR RECORD

MORGAN CO RECORDER

00 SEP -7 PM 12: 54 Raiph M. Foley

Attorney at Law

FOLEY, FOLEY & PEDEN Keren Dunmet 60 East Morgan Street

P. O. Box 1435

Martinsville, IN 46151



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 19th 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



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, "HOA") 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. <u>Land Use</u>. 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. <u>Overhang (eaves)</u>. 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, facia, 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. <u>Modular or Mobile Homes Restriction</u>. 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. <u>Private Road.</u> 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. <u>Building Location and Setbacks</u>. 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. <u>Nuisances</u>. 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. <u>Drainage Ditches.</u> 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. <u>Mining Operations</u>. 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. <u>Automobile Maintenance</u>. 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. <u>Driveways</u>. 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 Fascinents. 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. <u>Easements not altered</u>, 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. <u>Membership in Association.</u> 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. <u>Voting Rights</u>. 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.

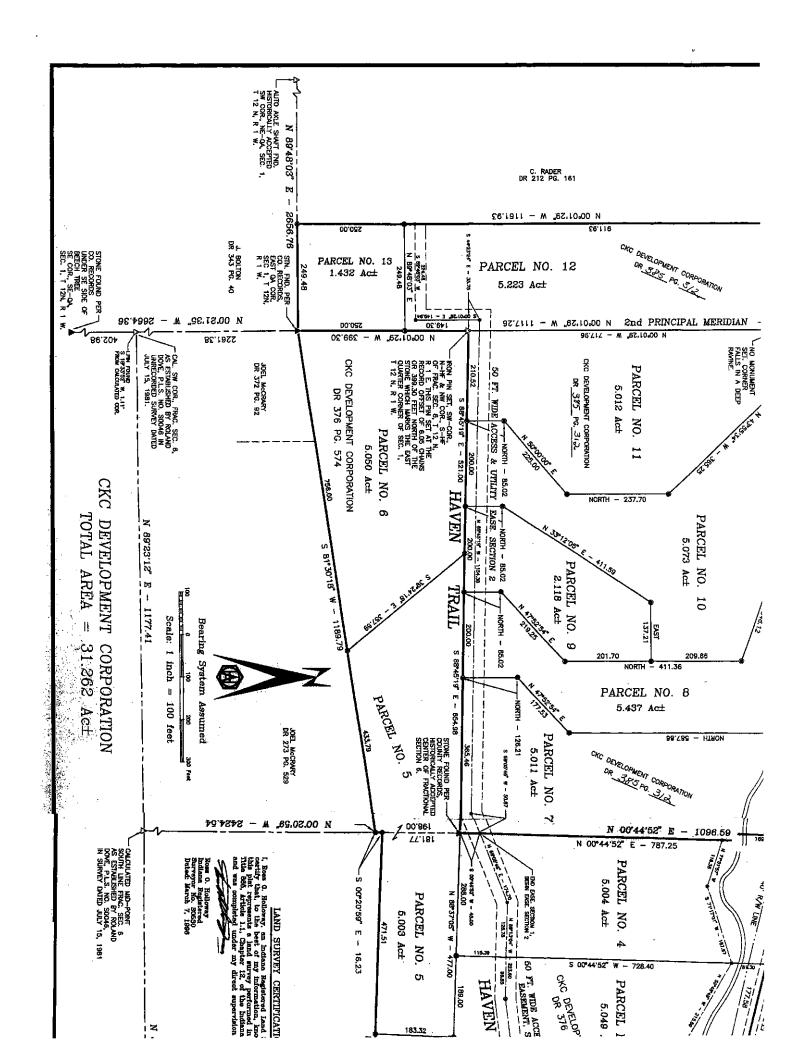
ARTICLE V BOARD OF DIRECTORS

- 1. <u>Management.</u> 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. <u>Initial Board of Directors.</u> 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. <u>Number of Directors</u>. The number of Directors to serve on the Board shall be a minimum of three (3) with a maximum of seven (7).
 - c. <u>Vacancies</u>. 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. <u>Duties of the Board of Directors.</u> 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 itemazing 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 counset, 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 deties of the Association and the Board;
 - (c) 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 times 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,



Commencing at a store, found in places per country records, which commencing at the Northeed Comer of Frechond Section 6, themes, Shoth wo diagness of on mindre 29 seconds foot (casumest benefits), with the west line of the above coplorated North Horif, 2371-30 feet to an iron pin which marks the West Quarter Comer of Frechoud Section 6 (for reference a bent iron pipe was found South 73 degrees 45 minutes 19 seconds foot 127 feet) themes South 88 degrees 45 minutes 19 seconds foot 127 feet) themes South 88 degrees 45 minutes 19 seconds foot 127 feet) themes South 88 degrees 45 minutes 19 seconds foot 127 feet) themes South 88 degrees 45 minutes 19 seconds foot 127 feet) themes South 88 degrees 45 minutes 19 seconds foot 127 feet) themes South 88 degrees 177 feet 187 feet 187

Containing 6.133 cores, more or less than the sighten of way for State Highway No. 142 eas, the desired side of the pore and for State Highway No. 33 on the east side of the porcel and to any other rights—of-way, sosements or restrictions of resord or observable.

DESCRIPTION OF 5.049 ACRES PARCEL NUMBER 3

commencing at a store, faund in place per county records, which norths the feathwest corner of Fractional Section 6: thenes, South norths the feathwest corner of Fractional Section 6: the period of the above captioned hand held. 2371.50 feet to en west life of the above captioned hand held. 2371.50 feet to en west life of the above captioned hand held. 2371.50 feet to en west life of the south and the caption of the feath and south 72 degrees 47 minutes 18 seconds Seath 27 feet) theme South 88 degrees 47 minutes 30 seconds Seath, which the period feet to entire the south seconds Seath and the south section. 280.00 feet to one from pin ond the Poliff of seconds Seath with the south line of the Seath held of seconds Seath with the south line of the seath and the polifie held of the head of the seath and the polifie held of the seath feet to one from pin; there as South 77 degrees 28 minutes 52 seconds Seat, conflicting with sold poin center of State Highway No. 142, 149.25 feet to on from pin; there as South 181 of the seath of the South Holf of seld seath of 194 seconds Heat, 173.85 feet to on from pin; there as 30 minutes 19 seconds feet on the pin of the South Holf of seld seath of 194 seconds Heat, 173.85 feet to on the pin the seath of the south has of seld Seat Holf. 194 seconds Heat, 194 seconds Held Seath Holf of the south held of the South Holf of seld seath of the following with sold seld the policies of the seath of the seath of the south was of the seath of the seath of the south fine of the Seath Holf of the seath of the seath of the south fine of the seat of the North Half of Fractional Section 6, Township Range 1 East, Margan County, Indiana, described

DESCRIPTION OF 5.004 ACRES
PARCEL NUMBER 4

the North Haif of Fractional Section 8, Township 12
ge 1 East, Morgan County, Indiano, described as

commancing at a stose, found in place per county records, which commancing are hardwards as the state of Exercise Section 5 stores 5 states 5 states in a data with the states of the st

Containing 5.004 ocres, 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, ecements or restrictions of record or observable.

A part of the South Holf of Fractional Section 6, North, Ranga 1 East, Margan County, Indiana, follows:

Commercing et a stone, found in place per county records, which marks the Monthwest corner of Fractional Section 6: theres, South no degrees (11 minutes 22 seconds Scale (assumet bennity), with the west line of the above captioned both Haff, 237,30 feet to an incorp of the three Edwards Corner of Tractional Section, for and standards the Haff, 237,30 feet to an incorp of the Haff, 238,30 feet to a feet and the Haff, 238,30 feet to a feet to a

ntoining 5.050 acres, more or less, and subject to any rights— way, easements or restrictions of record or observable.

DESCRIPTION OF 5.011 ACRES PARCEL 7

Columnarishing at a stone, found in place, which per county records commercially at a stone, found in place, which per county records marks the northwest corner of Fractional Section 8; thereins, South no degrees 01 minutes 22 associants to past (securine bening), with the west line of the North Holf, 2271.30 feet to on Iron pin which a degrees of the Section pin and the Politic OF BECHNING.

And the place of the North Holf; thence continuing South 88 degrees 43 minutes 19 associate East, with soid aouth line, 350.46 feet to a title who with marks the activational count of the Sections 10.04 feet to an iron pin in State Highway for the following two (2) courses: 1) North 77 degrees 25 minutes 55 associate East, with the east line of the Southwest Quarter of the North Holf; 787.25 feet to an iron pin in State Highway Number 142; thence with said State Highway for the following two (2) courses: 1) North 77 degrees 25 minutes 55 associate West, 187.04 feet to an order place of 26 degrees 25 minutes 56 associates West, 187.05 feet to an iron pin minutes on a seconds west, 188.19 feet to an iron pin there south 77 degrees 25 minutes 58 seconds West, 187.05 feet to an iron pin the pin minutes 19 associate West, 187.05 feet to an iron pin there so an associate west, 187.05 feet to an iron pin there so an associate west, 187.05 feet to an iron pin there so an iron pin there so an iron pin there so an associate west, 187.05 feet to an iron pin there so an associate west, 187.05 feet to an iron pin there so an associate west, 187.05 feet to an iron pin there so an associate west, 187.05 feet to an iron pin there so an associate west, 187.05 feet to an iron pin the south so degrees and pin there is 50 south no degrees and pin the south so degrees 10 minutes 10 associates west, 187.05 feet to an iron pin the south so degrees and pin the south so degrees 10 minutes 10 associates west, 187.05 feet to the Politic of Beginning. North Half of Fractional Section 6, Township 1 East, Morgan County, Indiana, described 1 28

Containing 5.011 acres, mare or less, and subject to the right-of-way for State Highway Number 142 on the north side of pares, and to any other rights-or-way, easements or restrictions of record or observable.

t of the North Half of Fractional Section 8, Township Range 1 East, Morgan County, Indiana, described

Commercial at a store, found in place, which par county records branches the northwest corner of Proctional Section & bearing, with the west line of the North Act 2021-20. Sect to an iron part with the west line of the North Act 2021-20. Sect to an iron part with the west line of the North Holf, 510-20 feet to an iron part with the market line southwest conner of the North Holf, 510-20 feet to an iron part there is accorde East, 55.02 feet to an iron part thence North no degrees an expensive state of the part of the part of the southwest conner of the North no degrees an expensive state of the part of the part

Containing 5.437 acres, more or less, and subject to the right-of-way for State Highway Number 142 on the north side of the paces, and to may other rights—of-way, easements or restrictions of record or observable.

(for reference, on iron pin is North, non degrees 3) minutes 29 seconds (wat, 44.67 text) texts of the pin of

Containing 5.073 acres, more or less, and subject to any rights-of-way, ecsements or restrictions of record or observable.

DESCRIPTION OF 5.012 ACRES PARCEL 11

North Half of Fractional Section 8, Township 1 East, Margan County, Indiana, described

Commencing at a stone, found in piace, which per country records modes the horthwest cope of correctional Sections is thence, South the acting set of the piace of the comment of the piace of the comment of the commen

Containing 5.012 acres, more or less, and subject to any rights-of-way, essements or restrictions of record or observable.

A part of the Northeast Quarter of Section 1, Township 12 North, Range 1 West, Morgan County, Indiana, described as follows:

Commencing at a stone, found in place, which per county records mortes the Northeast corner of Section 1; theree, South no degrees of ministes 22 seconds feet (pessional bearing), with the sout line of the Northeast Counter. 1605.07 feet to location paid the SESENNING SEE DESCRIPTION OF THE COUNTY OF THE COUN

Containing 5.223 acres, more or less, and subject to any rights-of-way, ecosments or restrictions of record or observable.

DESCRIPTION OF 1.432 ACRES PARCEL 13

A part of the Northeast Quarter of Section 1, Township 12 North, Range 1 West, Margan County, Indiana, described as follows:

Commencing at a stone, found in place, which per county records marks the northeast some of Section I: thereby, South no degrees of Immirities 22 seconds South (seasmed basins), which he set the property of the house the property of the continuing South on degrees of makes which conducts the north continuing South on degrees of makes which conducts the north continuing South on degrees of makes and the southeast content of the Northeast Content there south him of the Northeast content of the Northeast Content the South him of the Northeast Content the South South Content the South South South Content the South South

acres, more or less, and subject to any ar restrictions of record or observable.

DESCRIPTION OF FIFTY (50) FOR ACCESS AND UTILITY EASEMENT,

An access and utility easement, fifty (50) feet fine (25) feet soon alde of centerline, hing of Fractional Section 8. Township 12 North, the Northest Quarter of Section 1. Townshi Weet, Margan County, Indiana, described as f

Commercing at a stone, found in place, which marks the marthwest conner of Fractional Sect no despress of minutes 29 seconds East (asso wast line of the North Haff, 2371.50 feet mortes the southwest corner of the North Haff, 2371.50 feet mortes the southwest somer of the North degrees 45 minutes 19 seconds East, with the southwest operator of the North General Continuest Counter of the North General Consensation of the North General Consensation of the North Haff of the parcel harm's described; the Office of the North General Consensation of the North Section 5, a distance of 1154.35 feet to a pounter of Section 1, foundation of the North Real Counter of Section 1, and the North Real Counter of th

MEE ACCESS and UTILITY

An occess and utility eosement 1fty (50) in five (25) test on each side of centerline. Section 6. Township 12 North, Ronge indiano, the eosement centerline described of

Commercing at an iron pipe, found in a naceptast East Quarter Corner of Section stone which mords the nothbasis course of section with mords the nothbasis course of sections that 24-98 degrees 11 minutes 04 seconds East 24-98 degrees 11 minutes 04 seconds East 24-98 degrees 10 minutes 05 section 6 of self-billy of the sentite of a destination of the west diplin-of-ways of State shydrog 140 minutes of the section of the seconds of the seconds of the section of section of section of section of section of section of the section

commonents us un arm pure, tourne ut accepted East Quotar Corner of Scalban 6 stone which marks the northcost corner of degrees 11 minutes 04 seconds East 2449.81 degrees 11 minutes 04 seconds East 2449.81 the west right-of-way of Sixta Highway No. the center of an obendoes out to 200.85 in the west fight-of-way of Sixta Highway No. the center of an obendoes out the PC the seasons what 175.19 feet there. North 16 seconds whest 175.01 feet there. South 16 seconds whest 273.60 feet there. South 64 seconds whest 273.60 feet the the south was 174.70 feet to the mar Quarter of the North Holf of Fractional terminum of the seasonement, it is the intent the seasonement of the seasonement, it is the intent the seasonement of the seasonement.

Autrors unice, or least throy doys in convente of the mestig bits common shall slect on individual to collect the moising bits common shall slect on individual to collect the moisin early port out the same for require own mentioned and of helifaction of one required to definition of the moising and individual required to believe the moises shall be broked in our individual required to believe of funds on found on the collect of the money are shall be paid out of the money cereationship as on collection of the broth shall be paid out of the moderny cereationship as proved, with a military country cereation to be proved, with a molecular throughout the moderny cereationship as proved, with a military or cold cally to out \$250.00.

At any time the Developer, his heirs, assigns or auccessors, may purchase and divide (including shajis family residential subdivision development) adjoining land and use the occess and willy exements described and shown hereon for occess to and benefit of said adjoining back. Any additional persels (or lob) so arranded which use and benefit from the exements about a some and object to provided sears of road randheamnes and shall be subject to provided sears of road randheamnes and shall be subject to and benefit from the exements and the search and the search and the search providence is to be put for road makkanance and the number of votes sock purchast standard the persentings of maintenance paid by the road is extended the persentings of maintenance and british and the consers of Porcels No. 1 through and braiding 13 will be reducted.

- Ņ 3. Building Location. No bailding shall be located on any proreal nearments to the shall have an exempt to the side or recorded fine than the selbock required by the large of County zeroing and the period to the purpose of this cream, are sided of period of the selbock recorded a part of the selding provided however, that he shall not be construed to permit any pattern of any bailed and the selbock record upon any pattern to unbess the other or period of the selbock recorded by the service of the selbock recorded by the service of the selbock recorded as the purpose of arealing an additional building site is possible to the selbock recorded as the selbock recorded by the service of the selbock recorded as the selbock
- Access it Utility Experients. Areas designated as access and utility assertants on the patt are desilated as essentiates for the construction, maintainness and repair of a cackbay and utilities, except transmissions lines, reasonably and conventionly required such us but not knifted to water, pas, telephone, electric, cobie television and sentery sever. No structures shall be exceed on or maintaining sever, the structures shall be organized on or maintaining which the assertant and of, no time shall the examinent to blocked or obstructed in any manner. Maintenance of the observant is the responsibility of the parcel owner. Vocant Parcel Maintenance. Vocant parcels shall be maintenance the Islanding bernier to train, robbain, or junk aindi be allowed to occumulate. Gross shall not exceed there (12) Inches to height. Unsold parcel shall be moved and, maintenance by the developer shall have been not moved and maintenance, the developer shall have the aption to move and maintenance the developer shall have the aption to move, or maintenant the preparty, by removing trash or debris and charge the owners a reasonable fee.
- Storage and Refuse Disposal. No outside storage requipment, materials, supplies, debrie and uniformed or independent vehicles, (including uniformed or independent vehicles, (including uniformed or independent restrictes or boots) shall be permitted. Frost, garbage or other worste shall not be learly except in sensitury continents. All equipment for the storage of such materials shall be leafly in a obsern and sanitary condition. It indirectors or trash burning shall be address.
- in milest, bed inested; or putity of any kind shall be milest, bard on hept on any bc, scrept horses or porties. The animals, either increes or porties, will be discreted Nitro Perceks to 2, 3 and 4 and then only by the place of the perceks to 1, 5 and 6. Bottlews or porties will be discreted nor perceks the 1,5 and 6. Bottlewshold pet (dogs and catch) are provided they are not lead to design or and text, bard or maintained for any commercial purposes. All animals shall be restricted to correctly purposes. All animals shall be restricted to correctly purposes, the animals is on a least occumentation of the provided they are not lead, bed on maintained to the provided they are not lead, the discrete the commercial purposes.
- Auto Mechanias. Except for minor or routine repair and moninteness of the center's personal vehicles, no welding restoration, reconstruction, overhanding, polating or other type of outo mechanics, whether for hire or otherwise, shall be permitted.
- A. Vahida Porting, No uniformed or imperative vehicles of only lists freshold boots, funds, ambor totalers, repetitional vehicles, protoxycles, unifor vehicles, protoxycles, unifor vehicles, or the same of t

c. takenor or ou owenings arount the main level. The second story siding. Sorfft, facile, and gob viryl. No procluter or mobile ho all dwellings must be built basement, slab construction is no u snail be lui unck. Wi nd story may be vinyl or cedar ad goble materials may be alle homes will be permitted. built on a crawl space or a le not allowed.

d. Where possible every effort shall be mode to preserve editing trees, gross and ground cover. These shall be cut selectively such that the minimum number are removed for construction. All owners and buildness are responsible for providing erosion and sediment control measures in compliance with "Rule D". At a minimum sit timus shall be pieced around the permeter of all earth disturbing activities.

All construction, fishel grading and landscoping stall be completed within one (1) year of the start of construction, octas of 6cd and unusual weather destruction of work in progress excepting.

f. All owners and their builders/contractors shall be reappealable for and maintain the job site in recognishe, sightly arcse, containing all trush and debris within the lot and properly disposed of a removed.

ž

14. Enforcement. The right to enforce these coverants by injunction or to seek demonace to violation or other remarky injunction or the seek demonace to the law is deficiently and callectively to the center of sech parted exported your callectively to the center of sech parted of the center of sech parted of parted the sech parted of the center of o

 일본 e declaratory statement of certification and approval the land is hereby so declared and executed this 1986. 13g

Christopher M. Crouch, President CKC DEVELOPMENT CORPORATION

State of Indiana

County of Morgan)

by soid



DULY ENTERED FOR TAXATION MAR 7 1996

degrees 47 minutes 30 seconds East 1.27 feet); thence 5 degrees 47 minutes 19 seconds East, with the north line West Holf of the South Holf of Froatland Section 6, a dis of 1175,98 feet to a found show which marks the subthest of 1175,98 feet to a found show which marks the subthest of 1175,98 feet to a found show which marks the subthest of the East Holf of the North Holf of section; thence no degrees 44 minutes 52 seconds East, with the next line East Holf, 787.25 feet to a found ron spike in State Highwy 142 (for reference the stone which marks the occepted of corner of the Southwest Quarter of the North Holf of Froat Section 6 is North no degrees 44 minutes 52 seconds East 471.80 feet); thence, with the plan center of State Highwy No. 142, South 77 degrees 38 minutes 15 seconds East 471.80 feet); thence, with the plan center of State Highwy No. 142, South 77 degrees 38 minutes 15 seconds East 1787.4 feet to an iran pin on the east line of the Highway No. 142 and State Highway No. 39 (for reference of the Highway No. 142 and State Highway No. 39 (for reference spike was found South 77 degrees 38 minutes 15 seconds East No. 142 and State Highway No. 39 (for reference of the South no degrees 11 seconds West 1.35 feet); thence, with the soft the South Holf of said Section 6, a distance of 185.86 for from 160 feet 11 seconds West 1.75 feet); thence of the South Holf of said Section 6, a distance of 185.86 for from 160 feet 11 seconds West 1.75 feet); thence of said South no degrees 25 minutes 11 seconds West 1.75 feet); thence of said South no degrees 25 minutes 12 seconds East with the south Holf of said South no degrees 25 minutes 13 seconds East (for a point of the West Holf of the South Holf of from 5 section 6 of the South Holf of Froat Section 6 of the

Containing 31.262 acres, more or less, and subject to the of-way of State Highway. No. 142 on the north side of and for State Highway No. 39 on the east side of the to any other rights-of-way, easements or restrictions of or observable.

to the Point of Beginning.

DESCRIPTION OF 22.651 ACRES EAST PARCEL

A part of the North Half of Fractional Section 6, North, Range 1 East, Morgan County, Indiana, Townsi

Commencing at a stone, found in place, which per count marks the northwest corner of Fractional Section 5: thence no degrees 01 minutes 29 seconds East (assumed bearing) west life of the North Indf, 1653,54 feet to a point in a (for reference, an Iron pin is North not degrees 01 minutes 29 seconds East, with the west if Recipivally 1971. The North Half, 717,96 feet to an Iron pin which marks the scorner of the North Half, thence South 86 degrees 45 m seconds East, with the south life of the North Half, 1175,9 to a stone which marks the southwest corner of the North Half, thence South 86 degrees 44 m seconds East, with the seat line of the North Half, 1175,9 to a stone which marks the southwest corner of the North Half, 1972,25 feet to an Iron pin in State Highway 142; thence with State Highway Number 142 for the followid (4) courses; 1) North 70 degrees 25 minutes 56 sec 161,04 feet to an Iron pin; 2) along a curve, concare no having a radius of 1993,35 feet, a central angle of 05 degreends West, 24,04 feet, an arc distance of 2249, an Iron pin; 3) North 70 degrees 14 minutes 39 seconds West, 24,04 feet, an arc distance of 2249, and Iron pin; 3) North 70 degrees 44 minutes 39 seconds West, 24,04 feet to an Iron pin; thence South 20,02 minutes 23 seconds West, 24,05 feet to an Iron pin; thence South 20,02 minutes 23 seconds West, 24,05 feet to an Iron pin; thence South 20,02 minutes 23 seconds Seast, 292,10 feet to an Iron pin; pin 1903, 190

Containing 22.651 acres, more or less, and subject to the of-way for State Highway Number 142 on the north parcel and to any other rights-of-way, easements or rest of record or observable.