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Book 143 Page 389

DECLARATION OF COVENANTS

SPRINGRIDGE

THIS INDENTURE WITNESSETH, that BETTY J. WILKERSON, of Morgan County State of Indiana, does hereby DEDICATE and DECLARE the following Covenants all of which shall run with the following described real estate in Morgan County, State of Indiana:

Exhibit A attached and incorporated

Also known as SPRINGRIDGE according to a common plat of development and parcels, including that portion formerly known as DEER RUN ESTATES

As per plat thereof recorded in Survey Record 5, page 561 and corrected in Survey Record 5, page 563

COVENANTS AND RESTRICTIONS

All Purchasers, their heirs and assigns, of lots in SPRINGRIDGE shall take title subject to the following covenants and restrictions and shall be bound thereby and the name SPRINGRIDGE shall, from this point forth, be inclusive of all lots shown on the recorded plat, as shall the name PARCEL OWNER be inclusive of the name.

1. Director. The Director shall review and approve, deny or recommend any necessary changes for approval all plans for the construction of residential dwelling houses, accessory buildings and all other structures to promote harmony of design and compatibility with existing structures and standards for this community. The Director shall approve or deny soil and erosion control guidelines which must be adhered to by the parcel owners, their builders, contractors and subcontractors. The Developer, (Deerwester Development, Inc.) and its successors, heirs and assigns, shall make all appointments until all parcels are sold in all present and subsequent sections of SPRINGRIDGE and all parcels' residential dwellings are constructed. The initial Director shall have the right to waive or alter any covenant or restrictions.
2. Architectural design. All building, walls, fences and all other structures are subject to the approval of the Director. No Building, wall, fence or other structure shall be constructed, erected, placed or altered in SPRINGRIDGE until the location and elevation plans, building plans and specifications have been submitted to the Director at least 15 days before construction commences. The Director will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance of structures already existing and for conformity with surface drainage requirements, living area requirements, external construction, destruction of trees and other vegetation and any other such matters as may effect the environment of ecology of SPRINGRIDGE. In the event the Director, or its designated representative, fails to approve or deny any plans and specifications within fifteen (15) days after such plans and specifications have been submitted to the Director, then such plans and specifications will be considered approved.
3. Land Use. All parcels herein are for residential use only, limited to one single family dwelling per parcel.

4. Water. All parcel owners in SPRINGRIDGE must connect to Hill Water Company supply lines.
5. Building Location. No building shall be located on any lot nearer to the front lot line, or nearer to the side lot line, or nearer to the rear lot line, than the set back lines per Morgan County Zoning Ordinances and the plat. For the purpose of the covenants, eaves, steps and open porches shall be considered a part of the building, provided, however, that this shall be construed to permit any portion of any building on any parcel to encroach upon any other parcel unless the other parcel, or part thereof, is owned by the same owner.
6. Dwelling Size. No dwelling shall exceed three (3) stories in height. An attached private garage for a minimum of two (2) cars must be included. The ground floor of the dwelling structure, exclusive of basements, garages, and porches, shall not be less than one thousand eight hundred (1,800) square feet of living area for a one-story dwelling nor less than one thousand five hundred (1,500) square feet of living area for a dwelling of more than one-story. The total living area for a dwelling of more than one-story shall not be less than two thousand five hundred (2,500) square feet exclusive of basements, garages and porches.
7. Construction Requirements.
 - a. Exterior of all dwellings, including shingles, soffitt, facia, gable, gutter, brick and wood materials, and colors, shall be submitted to an subject to approval by the Director at least fifteen (15) days before construction commences. No modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement constructions.
 - b. If the roof is hip type, then a minimum of 10/12 pitch shall be used. If the roof is to be a gable type, then a minimum of 10/12 pitch shall be used.
 - c. Overhang (eaves) shall be minimum of eight (8) inches beyond any exterior wall finished.
 - d. After constructions, all parcels shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage, the ground shall slope away from the dwelling a minimum of one (1) inch per foot for the first six (6) feet outside the perimeter of the foundation as determined by the Director, considering specific lot characteristics.
 - e. All stone, asphalt, concrete or cobblestone driveways shall be subject to the Director's approval after plans and specifications are submitted.
 - f. All constructions, finished grading and landscaping to be completed within six (6) months of the start of the constructions, acts of God and unusual weather or destruction of work in progress excepting.
 - g. All owner and their builder/contractors shall be responsible for and maintain the job site in a reasonable, sightly order, containing all trash and debris within the lot and properly disposed of or removed as determined by the Director, owner and their builder/contractors shall register with the Director and obtain from the Director a copy of SPRINGRIDGE plat and covenants and restrictions.
 - h. All owners and their builder/contractors shall be responsible for and repair or restore any damage during construction whether or not inadvertent or unavoidable,

including but not limited to other parcels, guttering, street, storm drainage area, utilities or other improvement.

- i. All parcel owners, for the good of the community, will maintain their property in good conditions to the road.
8. **Utility Easements.** Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities, reasonable and conveniently required, such as lines, ducts, gas and water mains or sewer mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the parcel owner(s) as determined by the Director.
9. **Drainage Easements.** Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance of the drainage easement area is the responsibility of the parcel owner(s) as determined by the Director.
10. **Resources.** No mining, drilling or excavation of any oil, gas, liquid, aggregate, mineral or soil shall be permitted except as incidental to the site preparation and construction authorized by these covenants and restrictions.
11. **Vehicle Parking.** No unlicensed or inoperative vehicles of any kind, including but not limited to, boats, trucks, campers, trailers, recreational vehicles, motorcycles or similar vehicles shall be parked on any road, private driveway or parcel. Licensed and operating vehicles (of the kind and nature described above) may be parked on a lot provided it is screened in such a way that it is not visible to the occupants of the adjacent parcels. The Director shall determine what is acceptable screening.
12. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles (including recreational vehicles, boats, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary conditions. No trash burning allowed.
13. **Vacant Parcel Maintenance.** Vacant parcels shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation allowed to grow in excess of twelve (12) inches in height. Unsold parcels shall be mowed and maintained by the developer. If sold parcels are not mowed or maintained, the developer shall have the option to mow or maintain the property by removing trash or debris and charge the owner a reasonable fee as determined by the Director.
14. **Business Use.** No exterior business activity whatsoever shall be permitted.
15. **Auto Mechanics.** No exterior auto mechanics except for minor or routine maintenance of the owner's personal vehicles as determined by the Director.
16. **Nuisance.** No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
17. **Storage Tanks.** No bulk storage tanks of any kind shall be allowed unless screened and approved by the Director.

18. Utility/Storage Building. All utility/storage building plans, specifications and colors shall be submitted to and subject to approval by the Director at least 15 days before commencing construction.
19. Fences. No fence shall be erected until approval is obtained from the Director as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for fences of a decorative type, provided such fence has been approved by the Director. All fences shall be maintained in good repair by parcel owners as determined by the Director.
20. Animals. The Director shall determine any exception to only a maximum of three household pets permitted per parcel. No other animals shall be permitted without written approval by the Director.
21. Pools. Above ground and in-ground pools shall be subject to Director's approval and owner(s) must submit to Director any or all specifications at least fifteen (15) days prior to planned constructions.
22. Mailboxes. The Director shall specify and determine location of all mailboxes. No mailbox shall be changed, including color, with Director's written approval.
23. Basketball Goals. Type and location of basketball goals are subject to approval by the Director.
24. Signs. No signs of any kinds shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet shall be allowed by builder or others to advertise the property during construction, however, any sign required by law may be displayed during the construction period addition to the permitted signs. This covenant has no application to marketing or promotional signs of the developer while lots are being sold.
25. Enforcement. Enforcement OF THE SPRINGRIDGE Covenants, and Restrictions set out in the Agreement shall be, by proceeding at law, instituted by the Developers as shown on the plat of record, the owner of any parcel of record or the Director with any of these entities have the right to bring the action against a violation party. The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five years from the date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a 75% majority of parcel owners of this section. After the initial term the covenants and restrictions may also be amended by a majority vote of parcel owners and the owners will be allowed one vote for each parcel owned. Invalidation of any covenant or restrictions herein by judgment, Court Order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title.

Any person, partnership, corporation of other legal entity violation or attempting to violate any covenant or any restrictions set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation, including attorney fees, court costs and actual damage to the developer, homeowner, or Association for the violation. Any violation may also be cured through injunctive relief to protect the respective owners of the other parcels in SPRINGRIDGE and the developer. These Covenants and Restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the developer or other expense in

bringing the legal action, including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and become a lien upon any real estate owned by the defendant in SPRINGRIDGE in the event of an adverse judgment in favor of the plaintiff and against the defendant parcel owner. Included in the damages, which shall be recoverable under this section to the developer, other parcel owners and the Association, will be the monies expended by the developer, parcel owners or the Association in curing violation or time and expense which accrue in bringing an action to cure the violation.

ASSOCIATION

All others of the real estate, whether legal or equitable, shall be members of a not-for-profit incorporated Association of such owners known as SPRINGRIDGE HOMEOWNER'S ASSOCIATION.

- 1.1 **Purpose.** The purpose of the Association, the Association's covenants and restrictions, and all assessments levied by the Association shall be for the purpose of promoting the preservation, conservation of environment, and beauty of SPRINGRIDGE, for promoting recreation, health, safety and welfare of the residents of SPRINGRIDGE and in particular for the improvements and maintenance of the common properties situated in the community including, but not limited to the payment of insurance thereof and repair, replacement, maintenance of common areas including lighting, roadways, drainways, culvert pipes, entrance of stone and brick, signs, plantings and any future curbs and sidewalks and other common areas including the cost of labor, equipment, materials and management and supervision thereof.
- 1.2 **Members.** One Membership shall exist for each ownership of a parcel. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. The Developer shall have one membership for each parcel not sold. "Parcel" shall refer to the real estate labeled with a parcel number by Developer's survey. All restrictions apply to all parcels of SPRINGRIDGE.
- 1.3 **TERM.** The Association shall commence upon execution of this agreement for a term of twenty-five (25) years and thereafter unless terminated by a vote of seventy-five percent (75%) of the members as attested and recorded in the Miscellaneous Records of the Recorder's Office.
- 1.4 **Director.**
 - (a). **Duties.** The Director shall be responsible for the maintenance of all private roads within SPRINGRIDGE and shall collect and deposit in a trust account all road maintenance levied in one account separate from any other. Any dues of the Association shall likewise be collected and deposited in a trust account separate from any other. The Director shall cause notice to be mailed to all owners of record as determined by Auditor's Transfer Books as of December 31, the preceding calendar year, on or before January 15 of the calendar year. The Director shall be accountable for all such expenditures. The Director shall approve, deny or require recommended changes to all building plans, as to aesthetics, although subjective, and as to conformity to these covenants and restrictions.
 - (b). **Term/Election.** The initial Director shall be appointed by the Developer. The Developer's first Appointee is Lora J. Parsons. The initial Director shall serve until the 5th annual meeting, whereupon the Director shall be elected by a majority of the Association members present for a one (1) year term of a successor is elected and qualified. The Director shall be a member of the Association.

1.5 Meetings.

(a). Annual Meeting. the annual meeting shall be a 7:00 p.m. on the last Wednesday in March unless otherwise established by the Director. The first annual meeting shall be in the year 1998 or by the Director, if before this date, a notice including time, date and place shall be mailed by United States First Class Mail, certified return receipt requested, to all owners of parcels in SPRINGRIDGE according to the records of the MORGAN COUNTY AUDITOR. The agenda shall include but not be limited to:

1. The election of a Direction.
2. The audit report of the collection and expenditures of road levied and new levy.
3. The setting of dues or other expenditures.
4. The audit report of the collection and expenditures of dues or other assessments.
5. Any other item of business determined by the Director or Association upon petition of twenty-five percent (25%) of the members to the Director.

The Director shall preside.

(b). Special Meetings. A special meeting maybe called by the Director or upon petition of twenty-five percent (25%) of the members to the Association upon fourteen (14) days written and published notice to the members. The notice shall state the purpose and proposed agenda and the time, date and place of meeting.

2.0 Levies and Assessments.

- 2.1 Road Maintenance Levy. The maintenance and repair levee shall be determined by the Director and approved by a vote of two-thirds of the Association members. The levy shall be divided and assessed amongst the members so that parcels in SPRINGRIDGE upon a private road shall be assessed a full levy according to percent of parcels owned with relationship to total parcels.
- 2.2 Dues/Other Assessments. All dues or other assessments shall be assessed per member and as authorized and approved by at least two-thirds (2/3) of the members present at the meeting adopting such dues or assessments.
- 2.3 Liens. All road levies, dues, or other assessments shall be due and payable on or before May 15, or each calendar year, and if not fully paid on or before June 15th, of each calendar year, there shall be a lien upon the real estate of the member which may be foreclosed in the name of the Association by judicial proceeding as real estate mortgages are foreclosed, together with prejudgment interest, attorney fees and cost of collection, without relief from valuation and appraisement laws. The Director shall cause a list of delinquencies to be prepared each year as of May 15 and recorded the same by last known name(s) of owner's or record as set out in the notice in Miscellaneous Records of the Recorder's Office.
- 2.4 Priority. The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to date of recordation and the operation of law.

3.0 Effective Date/Amendments.

3.1 Effective Date. These Covenants and Restrictions shall be in full force and effect upon the recordation of this Declaration of Covenants and shall continue until January 2022, and thereafter until terminated by a vote of seventy-five percent (75%) of the Association members as attested and recorded in the Recorder's Office by the Director.

3.2 Amendment. The Covenants and Restrictions shall be amended by a vote of seventy-five percent (75%) of the Association members as attested and recorded in the Miscellaneous Records of the Recorder's Office by the Director.

IN WITNESS WHEREOF, Grantor has executed this Declaration of Covenants this 30th day of December, 1996.

(Signature) Betty J. Wilkerson
(Printed) Betty J. Wilkerson

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State personally appeared Betty J. Wilkerson, who acknowledged the execution of the foregoing Declaration of Covenants and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 30th day of December, 1996.



(Signature) Shamir L. Wiggins
(Printed) Shamir L. Wiggins
Notary Public
Residing in Morgan, County, IN

My Commission Expires:
1/26/2000

Send Tax Statements To: 10390 Serenity Lane
Martinsville IN 46151

This instrument prepared by:
Ralph M. Foley - Attorney at Law
Foley, Foley & Peden
68 E. Morgan Street
Martinsville, IN 46151

RECEIVED FOR RECORD
Dec. 31, 1976
at 7:32 A.
Yickia Kivett
MORGAN COUNTY CLERK

A part of the East Half of the Northwest Quarter of Section 10, Township 13 North, Range 2 East, Morgan County, Indiana, described as follows:

Beginning at a stone, found in place, which marks the southeast corner of the above captioned East Half, thence North no degrees 37 minutes 38 seconds West (assumed bearing), with the east line of said East Half, 2674.82 feet to an iron pipe, found in place, which marks the accepted northeast corner of said East Half, thence, South 88 degrees 01 minutes 44 seconds West, with the north line of said East Half and in the county road, 750.00 feet to an iron pin, thence South no degrees 37 minutes 38 seconds East 1365.39 feet to an iron pin, thence South 88 degrees 43 minutes 10 seconds West 201.35 feet to an iron pin; thence South no degrees 18 minutes 01 seconds East 1311.15 feet to an iron pin on the south line of aforesaid East Half (for reference the iron pin which marks the southwest corner of the East Half is South 88 degrees 04 minutes 56 seconds West 383.66 feet); thence North 88 degrees 04 minutes 56 seconds East, with said south line, 958.86 feet to the Point of Beginning.

Containing 52.202 acres, more or less, and subject to the right-of-way for the county road on the north side of the parcel and to any other rights-of-way, easements, or restrictions of record or observable.

... and only amount, 231.26 feet to an iron pin and
 OF BOUNDARY of the parcel herein described there,
 1 3000 acre, more or less, and subject to any
 rights-of-way or restrictions of record or otherwise.

SECTION OF BROWNIDGE PARCEL NO. 9 - 5.000 Acre
 The East Half of the Northwest Quarter of Section 10,
 15 North, Range 2 East, Morgan County, Indiana,
 as follows:

... of a stone, found in place, which marks the southeast
 (the above captioned East Half) thereon North no degree
 03 seconds West (distance between) with the east line
 of 1110.00 feet to an iron pin and the POINT OF
 of the parcel herein described there, containing
 5.000 acres, 38 seconds West 330.00 feet to an
 iron pin South 03 degrees 22 minutes 22 seconds West
 1110.00 feet to an iron pin on the centerline of a city street
 and utility easement thereon, with the centerline of said
 street no degree 03 minutes 36 seconds East 260.00 feet
 from thence North 03 degrees 22 minutes 22 seconds
 20 feet to the Point of Beginning.

5.000 acres, more or less, and subject to any
 rights-of-way or restrictions of record or otherwise.

SECTION OF BROWNIDGE PARCEL NO. 10 - 2.977 Acre
 of the East Half of the Northwest Quarter of Section 10,
 15 North, Range 2 East, Morgan County, Indiana,
 as follows:

... of a stone, found in place, which marks the southeast
 (the above captioned East Half) thereon North no degree
 03 seconds West (distance between) with the east line
 of 1110.00 feet to an iron pin and the POINT OF
 of the parcel herein described there, containing
 2.977 acres, 38 seconds West 330.00 feet to an
 iron pin South 03 degrees 22 minutes 22 seconds West
 1110.00 feet to an iron pin on the centerline of a city street
 and utility easement thereon, with the centerline of said
 street no degree 03 minutes 36 seconds East 260.00 feet
 from thence North 03 degrees 22 minutes 22 seconds
 20 feet to the Point of Beginning.

2.977 acres, more or less, and subject to any
 rights-of-way or restrictions of record or otherwise.

SECTION OF BROWNIDGE PARCEL NO. 11 - 5.000 Acre
 The East Half of the Northwest Quarter of Section 10,
 15 North, Range 2 East, Morgan County, Indiana,
 as follows:

... of a stone, found in place, which marks the southeast
 (the above captioned East Half) thereon North no degree
 03 seconds West (distance between) with the east line
 of 1110.00 feet to an iron pin and the POINT OF
 of the parcel herein described there, containing
 5.000 acres, 38 seconds West 330.00 feet to an
 iron pin South 03 degrees 22 minutes 22 seconds West
 1110.00 feet to an iron pin on the centerline of a city street
 and utility easement thereon, with the centerline of said
 street no degree 03 minutes 36 seconds East 260.00 feet
 from thence North 03 degrees 22 minutes 22 seconds
 20 feet to the Point of Beginning.

5.000 acres, more or less, and subject to any
 rights-of-way or restrictions of record or otherwise.

SECTION OF BROWNIDGE PARCEL NO. 12 - 5.000 Acre
 The East Half of the Northwest Quarter of Section 10,
 15 North, Range 2 East, Morgan County, Indiana,
 as follows:

... of a stone, found in place, which marks the southeast
 (the above captioned East Half) thereon North no degree
 03 seconds West (distance between) with the east line
 of 1110.00 feet to an iron pin and the POINT OF
 of the parcel herein described there, containing
 5.000 acres, 38 seconds West 330.00 feet to an
 iron pin South 03 degrees 22 minutes 22 seconds West
 1110.00 feet to an iron pin on the centerline of a city street
 and utility easement thereon, with the centerline of said
 street no degree 03 minutes 36 seconds East 260.00 feet
 from thence North 03 degrees 22 minutes 22 seconds
 20 feet to the Point of Beginning.

5.000 acres, more or less, and subject to any
 rights-of-way or restrictions of record or otherwise.

SECTION OF BROWNIDGE PARCEL NO. 13 - 5.000 Acre
 The East Half of the Northwest Quarter of Section 10,
 15 North, Range 2 East, Morgan County, Indiana,
 as follows:

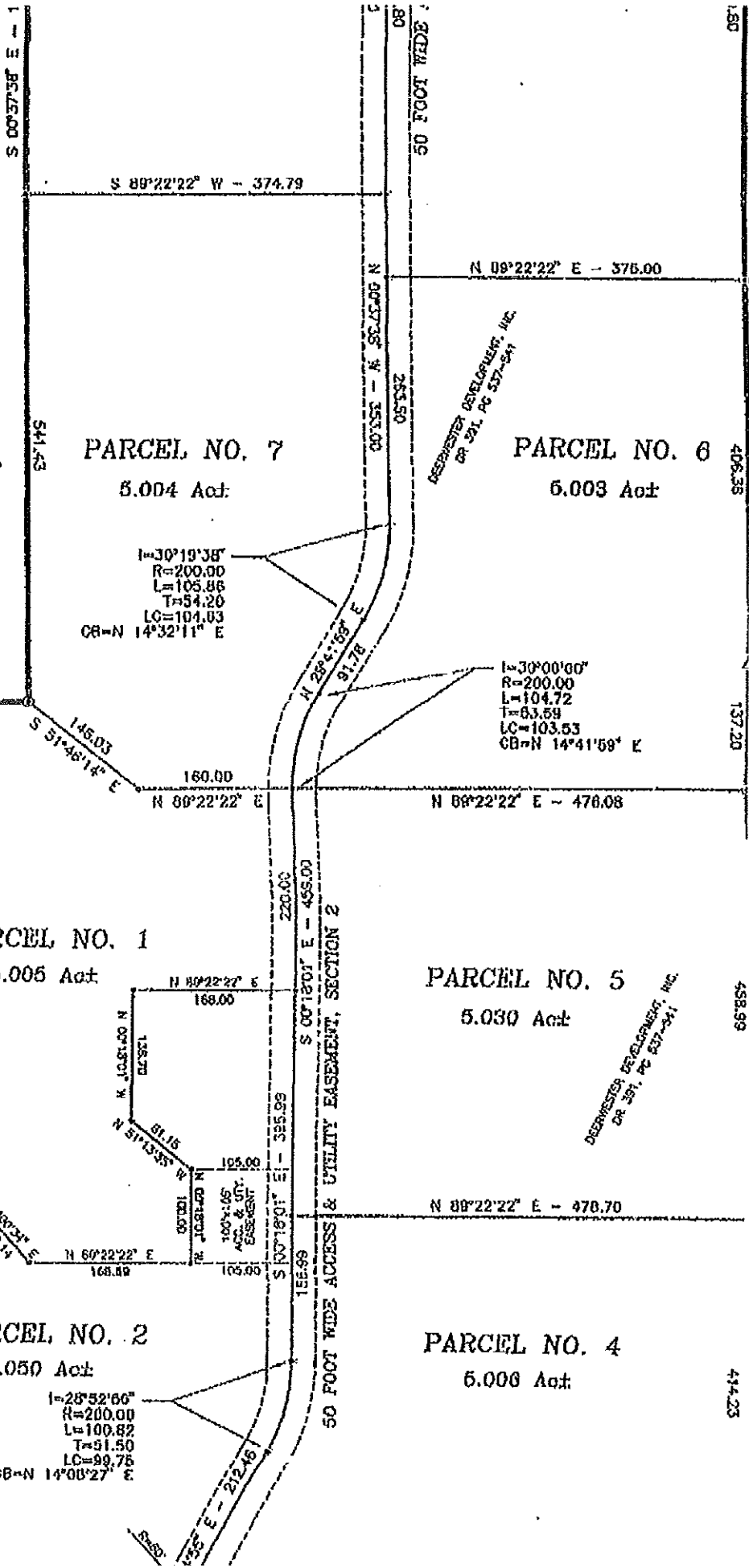
... of a stone, found in place, which marks the southeast
 (the above captioned East Half) thereon North no degree
 03 seconds West (distance between) with the east line
 of 1110.00 feet to an iron pin and the POINT OF
 of the parcel herein described there, containing
 5.000 acres, 38 seconds West 330.00 feet to an
 iron pin South 03 degrees 22 minutes 22 seconds West
 1110.00 feet to an iron pin on the centerline of a city street
 and utility easement thereon, with the centerline of said
 street no degree 03 minutes 36 seconds East 260.00 feet
 from thence North 03 degrees 22 minutes 22 seconds
 20 feet to the Point of Beginning.

5.000 acres, more or less, and subject to any
 rights-of-way or restrictions of record or otherwise.

SECTION OF BROWNIDGE PARCEL NO. 14 - 5.000 Acre
 The East Half of the Northwest Quarter of Section 10,
 15 North, Range 2 East, Morgan County, Indiana,
 as follows:

... of a stone, found in place, which marks the southeast
 (the above captioned East Half) thereon North no degree
 03 seconds West (distance between) with the east line
 of 1110.00 feet to an iron pin and the POINT OF
 of the parcel herein described there, containing
 5.000 acres, 38 seconds West 330.00 feet to an
 iron pin South 03 degrees 22 minutes 22 seconds West
 1110.00 feet to an iron pin on the centerline of a city street
 and utility easement thereon, with the centerline of said
 street no degree 03 minutes 36 seconds East 260.00 feet
 from thence North 03 degrees 22 minutes 22 seconds
 20 feet to the Point of Beginning.

5.000 acres, more or less, and subject to any
 rights-of-way or restrictions of record or otherwise.



PARCEL NO. 7
 5.004 Acre

PARCEL NO. 6
 6.003 Acre

PARCEL NO. 1
 5.006 Acre

PARCEL NO. 5
 5.030 Acre

PARCEL NO. 2
 5.050 Acre

PARCEL NO. 4
 5.006 Acre

$I=30^{\circ}19'38''$
 $R=200.00$
 $L=105.86$
 $T=54.20$
 $LC=104.03$
 $CB=N 14^{\circ}32'11'' E$

$I=30^{\circ}00'00''$
 $R=200.00$
 $L=104.72$
 $T=63.59$
 $LC=103.53$
 $CB=N 14^{\circ}41'59'' E$

$I=100^{\circ}40'$
 $R=100.00$
 $L=100.00$
 $T=100.00$
 $LC=100.00$
 $CB=N 100^{\circ}40' E$

$I=28^{\circ}52'66''$
 $R=200.00$
 $L=100.82$
 $T=51.50$
 $LC=99.75$
 $CB=N 14^{\circ}08'27'' E$

150
 406.35
 137.20
 458.99
 414.23