

TRUSTEE'S DEED ✓

THIS INDENTURE WITNESSETH, that JUDITH L. ST. JOHN, Trustee to Reconvey, of Morgan County, in the State of Indiana, CONVEYS to ENVIRONMENTAL DEVELOPMENT CORPORATION, an Indiana Corporation of Morgan County, in the State of Indiana, in Satisfaction of Trust and One Dollar (\$1.00) and other valuable consideration, the following described real estate in Morgan County, in the State of Indiana:

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

Beginning at a stone which marks the southwest corner of the above captioned Northeast Quarter; thence North no degrees 15 minutes 34 seconds West (assumed bearing) with the west line of said Northeast Quarter, 1915.74 feet to an iron pin which marks the southwest corner of a four (4) acre parcel as described in Deed Record 334 page 556; thence continuing with the west line of the Northeast Quarter, North no degrees 15 minutes 34 seconds West 759.00 feet to an iron pipe in the county road which marks the accepted northwest corner of the Northeast Quarter; thence North 88 degrees 47 minutes 40 seconds East, with the north line of said quarter section and in the county road, 229.51 feet to an iron pin which marks the northwest corner of an eighteen (18) acre parcel as described in Miscellaneous Record 66 page 323; thence South no degrees 15 minutes 34 seconds East, with the west line of said eighteen (18) acre parcel, 759.00 feet to an iron pin; thence North 88 degrees 47 minutes 40 seconds East, with the south line of said eighteen (18) acre parcel, 952.51 feet to a point as referenced by an iron pin, found in place, North no degrees 03 minutes 06 seconds East 0.14 feet, said point being on the west line of a 17.342 acre parcel as described in Deed Record 300 page 126; thence South no degrees 03 minutes 06 seconds West, with the west line of said 17.342 acre parcel, 1918.87 feet to an iron pin on the south line of the Northeast Quarter (for reference an iron pin was found South no degrees 03 minutes 06 seconds West 3.26 feet); thence with the south line of said quarter section, South 88 degrees 56 minutes 15 seconds West 1171.56 feet to the point of beginning.

Containing 55.787 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.

Per survey by Ross O. Holloway, Indiana Registered Land Surveyor No. S0530, from a survey of the parcel.

also known as SPRINGWOOD, all upon the following RESTRICTIONS to run with the real estate herein described and any subsequent conveyance of any portion thereof, all as covenants running with the land and all successors in title or interest whatsoever:

1.0 ASSOCIATION

All owners of the real estate, whether legal or equitable, shall be members of an unincorporated association of such owners known as SPRINGWOOD ASSOCIATION.

1.1 Purpose. The purpose of the Association's covenants and restrictions is for the preservation and conservation of the natural environment and beauty of SPRINGWOOD.

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. Purchasers on contract (equitable owners) shall be entitled to the membership rather than the developer. The developer shall have one membership for each parcel not sold. "Parcel" shall refer to that real estate labeled with a parcel number by developer's survey. All restrictions apply to all parcels of SPRINGWOOD.

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 and repair of all private roads within SPRINGWOOD and shall collect and deposit in a trust account all road maintenance levies 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. He 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, on or before January 15th of the calendar year. The Director shall be accountable for all such expenditures. The Director shall approve all building plans, after review and recommendation by the Committee, as to aesthetics, although subjective, and as to conformity to these covenants and restrictions. The Director shall,

upon review and recommendation of the Committee, approve any exception to the Animal restriction Section 5.6, or Trees restriction, Section 5.9. The Director shall appoint any vacancy in the Committee and shall perform all duties of the Committee until the first annual meeting, whereupon the committee is first elected, unless he decides to appoint an interim committee.

(b). Term/Election. The initial Director shall be appointed by the developer. The developer's first appointee is Ann E. Newnum. The initial Director shall serve until the first annual meeting, whereupon he shall be elected by a majority of the members present for a one (1) year term or a successor is elected and qualified. Except for the developer's appointee, the Director shall be a member of the Association.

1.5. Committee.

(a). Duties. The Committee shall be responsible for setting a sufficient levy for the maintenance and repair of the private roads within SPRINGWOOD and shall review and recommend building plans for the Director's approval or disapproval as to aesthetics, although subjective, and as to conformity to these covenants and restrictions. It shall review and recommend exceptions to the Animal restrictions, Section 5.6. It shall recommend to the membership any dues to be assessed for the good of the Association. It shall audit the membership at the annual meeting. It shall meet as required. It shall establish quorum and voting rules; otherwise, a majority vote controls. It shall maintain a minute book of its proceedings and elect a secretary.

(b). Term/Election. The Committee shall consist of not less than three (3) nor more than five (5) members, as set in the annual meeting, and shall be elected annually beginning with the first annual meeting and shall serve until their successors are elected and qualified. The term of a Committee member shall be three (3) years and staggered so that not more than two (2) new members are elected each year. Initially, the terms shall be for three, two and one years as designated.

1.6 Meetings.

(a). Annual Meeting. The annual meeting shall be at 7:00 p.m. on the last Wednesday in January unless otherwise established by the Committee. The first annual meeting shall be in the year 1991. 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 SPRINGWOOD according to the records of the Morgan County Auditor. The agenda shall include:

1. The election of a director.
2. The number of committeemen to be elected.
3. The election of committeemen.
4. The audit report of the collection and expenditures of road levies and new levy.
5. The setting of dues or other expenditures.
6. The audit report of the collection and expenditures of dues or other assessments.
7. Any other item of business determined by the Director or Committee upon petition of ten percent (10%) of the members. ®

The Director shall preside.

(b). Special Meetings. A special meeting may be called by the Director or Committee or upon petition of fifteen percent (15%) of the members to the Committee 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 levy shall be determined by the Committee and approved by a vote of two-thirds of the members. The levy shall be divided and assessed amongst the members so that tracts or parcels wholly upon and dependent for access upon a private road shall be assessed a full levy.

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 Lien. All road levies, dues, or other assessments shall be due and payable on or before May 1st of each calendar year and if not fully paid on or before June 1st, of each calendar year, 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 costs of collection, without relief from valuation and appraisement laws. The Director shall cause a list of delinquencies to be prepared each year as of June 1st and record the same by last known name(s) of owners of 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 deed and shall continue until January, 2016, and thereafter until 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 by the Director.

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

4.0 EASEMENTS

4.1 Private Roads. "Private Roads" shall refer to the mutual easements, as designated on the developer's surveys, which provide access for the tracts to the public highways. It does not include any private driveway or convenience

lane wholly within a tract providing access to the private roads, or any road dedicated to the public. All roads within SPRINGWOOD are private roads for the benefit of members, their guests, employees and invitees, for ingress and egress of member's tracts and the county highways. All such roadways shall have a fifty (50) foot right of way and all owners take subject to and together with such private roadway right of way as mutual easements.

4.2 Utilities/Drainage. All tracts are subject to easements in favor of public utilities (or mutual easements for drainage) as set out on the plat of SPRINGWOOD. Utility easements shown on said plat are reserved for the public utility companies, not including transportation companies, for the installation of lines, ducts, gas or water mains or laterals and sewers, electric lines and phone lines. No permanent structures shall be maintained upon said utility strips. All owners shall take their title subject to the rights of public utilities and subject to the rights of the owners of the other parcels (lots) included within the boundary of lands shown on this plat. This provision shall be applicable to private utilities such as sewer or water in the event these services are offered.

5.0 USE. ®

CHICAGO TITLE

SPRINGWOOD shall be exclusively residential with one single family dwelling building site per tract and no tract may be subsequently divided into smaller parcels or subdivided into platted lots so as to create another building site. No commercial agriculture is permitted. No exterior business activity whatsoever shall be permitted.

5.1 Type/Size/Construction.
(a). All plans for residential dwellings, secondary support out buildings, including mini-barns, detached garages or carports and all fencing shall be approved in writing by the Director upon recommendation of the Committee prior to commencement of construction. All construction shall be by approval and permit of governmental authority.

(b). All dwellings shall contain at least 1,600 square feet of living area for one-story dwellings and at least 2,000 square feet of living area for more than a

one-story dwelling, exclusive of porches, decks, patios, garages and such. All dwellings shall include at least an attached two-car garage. No prefabricated structure, garage, basement or temporary structure shall be a residence either temporarily or permanently.

(c). All construction of dwellings shall be new. All exteriors shall be brick, natural stone, solid natural wood or architectural concrete or vinyl siding not to exceed fifty percent (50%) used in conjunction with brick or stone. All residential dwellings shall be constructed upon concrete footers. All roofs shall be constructed of asphalt, fiberglass or cedar shakes only, with a minimum 4-12 pitch, with a minimum overhang of sixteen (16) inches. Secondary support buildings shall conform to or complement the dwelling construction in materials and style. All dwellings shall be completed on the exterior within six (6) months from commencement and completed, including site graded and seeded or sodded or landscaped, within one (1) year unless specifically approved for an extension.

(d). All dwellings shall be served by approved (Morgan County Board of Health) septic or private sewage system.

(e). All dwellings shall provide approved (Morgan County Board of Health) well systems.

5.2 Fences. Only brick, stone or wood fencing of treated lumber, painted or stained, shall be permitted, except chain-link fencing will be permitted around pools only. All Fencing desired by an owner shall be the owner's responsibility, notwithstanding statutory fence law and fence law remedies. No fence shall impinge or obstruct any roadway, swale or other easement.

5.3 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.

5.4 Appearance. All tracts shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No trash, debris or open, unsheltered storage of materials, equipment, junk, inoperative or unused motor

vehicles shall be permitted. No junk, rubbish or debris, as defined by the Committee, shall be permitted to accumulate. No fuel tanks shall be obvious from the front or roadway.

5.5 Setback Lines. No dwelling or secondary support structure shall be constructed within forty (40) feet of the right-of-way line of the mutual easement private roads, nor thirty-five (35) feet from any side lot line, nor one hundred (100) feet from any rear property line (unless approved by the Morgan County Board of Zoning Appeals but in no event to be closer than thirty-five (35) feet.)

5.6 Animals. No animals whatsoever except household pets shall be permitted except upon the review and recommendation of the Committee and approval of the Director, except that no more than two (2) horses or two (2) ponies shall be allowed on Parcels 1, 4 and 7. The breeding of any animal for commercial purposes, including dog kennels, is prohibited. All animals shall be constrained within the owner's property boundaries.

5.7 Activities. No noxious, offensive or illegal activity or activity constituting a nuisance shall be permitted and no hunting shall be allowed within SPRINGWOOD.

5.8 Gardens. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit trees.

5.9 Trees. No trees three (3) inches or greater in diameter at ground level stumpage, except for those that are dead, diseased or dying, may be cut down or removed unless by the Director's approval upon review and recommendation of the Committee, except in case of emergency, for the safety of persons or property.

5.10 Ponds. Ponds are permitted wholly within a parcel so long as the impoundment does not increase the flow and volume of surface water upon an adjacent parcel and does not obstruct other drainageways or swales.

6.0

ENFORCEMENT.

Enforcement of these covenants and restrictions is reserved to the Committee and to the owners of real estate within SPRINGWOOD by injunction, together with the right to cause non-conforming or non-approved structures to be removed by process of law. Violation of any covenant or restriction shall not result in forfeiture or reversion of title. Failure to enforce

a particular provision or prosecute a particular violation shall not be construed as a waiver of the right of enforcement. The invalidity of a particular covenant or restriction shall not invalidate any remaining covenant or restriction.

7.0 ACCEPTANCE AND REFERENCE.

The recordation of this conveyance constitutes acceptance by Grantee. The recordation of any subsequent conveyance shall likewise be deemed acceptance of these covenants and restrictions, whether or not the same shall be set out or referenced. However, all subsequent conveyances may, by reference to the deed book and page, specifically incorporate all the covenants and restrictions set out herein.

IN WITNESS WHEREOF, Grantor has executed this deed of conveyance this 26th day of December, 1990.

Judith L. St. John
JUDITH L. ST. JOHN
Trustee to Reconvey

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared Judith L. St. John, Trustee to Reconvey, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 26th day of December, 1990.

My Commission Expires:
10-3-91

Cathy J. Neal
CATHY J. NEAL, Notary Public
Residing in Morgan County, IN

This instrument prepared by Ralph M. Foley, Attorney at Law.

Address for tax statements: P.O. Box 126
Camby, IN 46113

RECEIVED FOR RECORD
7th 8 1991
10:29 A.M.
Cornelia Hester
MORGAN COUNTY RECORDER

DULY ENTERED FOR TAXATION
7th 8 1991
Brian L. [unclear]
Auditor, Morgan County