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DECLARATION OF  
DEVELOPMENT STANDARDS, RESTRICTIONS AND COVENANTS  
FOR STONERIDGE SUBDIVISION  
A RESIDENTIAL SUBDIVISION IN WHITE RIVER TOWNSHIP,  
JOHNSON COUNTY, INDIANA

The undersigned, Michael J. Allen and Carol A. Allen, hereinafter ("Declarants"), as fee simple Owners of the real estate described in the plat of StoneRidge Subdivision, recorded in the Office of the Recorder of Johnson County, Indiana, in Book D, Page 102 B+B, (hereinafter ("Subdivision")), hereby declare that Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, (hereinafter "Lots(s)") in the Subdivision and all present and future Owners or occupants thereof (hereinafter "Owner(s)") shall be subject to the following development standards, conditions and restrictions (hereinafter "Covenants"), which shall run with the land:

RECEIVED IN RECORD  
JOHNSON COUNTY RECORDER  
JEAN HALEY HOYT

90 FEB 12 AM 11:24

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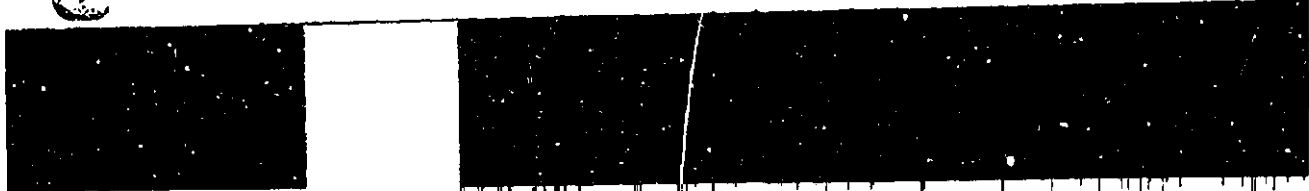
1. **ARCHITECTURAL CONTROL COMMITTEE.** (A.C.C.) The Declarants shall establish an Architectural Control Committee which shall regulate the external appearance, use, location and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these Covenants. The Architectural Control Committee shall be composed of two (2) members appointed by Declarants or, should Declarants convey all their interests in the Subdivision, by their successor in title. Upon the completed construction of residential dwellings on each of the Lots within the Subdivision, or ten (10) years, subsequent to the date of this Declaration, whichever is later, the Architectural Control Committee shall then be composed of all the Owners and all matter requiring the Committee's approval will require a vote of five (5) Owners to be passed. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Covenants. The Committee shall serve at the discretion of the Declarants.

2. **MINIMUM LIVING AREAS.** All dwellings constructed upon the Lots shall conform to the following minimum living area requirements, to-wit: a) the ground floor living area of all single story dwellings shall contain not less than 3000 square feet (exclusive of one (1) story open porches and garages and other areas not considered living area). No two (2) story dwellings shall contain less than 2300 square feet of living area on the ground floor and all two (2) story dwellings shall contain at least 4600 square feet of total living area, b) in addition to conforming with the above square footage requirements, the elevations and floor plans proposed by the Lot Owner must be approved and determined by the Architectural Control Committee to be particularly suited to the Lot and compatible with the theme of the Subdivision and the adjacent dwellings.

3. **BUILDING PERMITS.** Notwithstanding compliance with the above minimum living area requirements, the Building Commissioner of Johnson County, Indiana, (or appropriate official possessing authority to issue an Improvement Location Permit) shall not issue an Improvement Location Permit or Building Permit for any structure upon the Lots in this Subdivision, nor shall any dwelling be constructed unless the building and site plans presented by the Lot Owner have been approved by and bear

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the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be in substantially the following form, by example, to wit:

THIS SITE AND BUILDING PLAN FOR LOT \_\_\_\_\_ IN STONERIDGE  
SUBDIVISION HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY \_\_\_\_\_  
AS THE BUILDING  
CONTRACTOR FOR THE LOT OWNER, AS REQUIRED BY THE PLAT OF  
STONERIDGE SUBDIVISION ARCHITECTURAL CONTROL COMMITTEE

By: \_\_\_\_\_

4. **BUILDING PLANS.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure with all existing trees identified and ground floor elevations specified thereon, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations and existing trees and foliage. The Architectural Control Committee must also approve the Owner's plan for preserving existing trees and foliage prior to the commencement of any work on the Lot. It shall be the Lot Owner's responsibility to comply precisely with all building and site finish ground elevations as finally required and approved by the proper Johnson County authorities.

5. **CONTRACTOR APPROVAL.** Notwithstanding compliance with all minimum development standards as required by applicable ordinances and these Covenants, no construction shall commence upon any Lot unless the Architectural Control Committee or its designee shall have first approved in writing the building contractor selected by the Lot Owner for the construction. Those contractors' approved by the Architectural Committee are M. J. Allen Homes and Tom Ray Builder Inc. Lots # 4 and # 6 are exempt.

6. **BUILDING MATERIALS.** All structures constructed or placed on any Lot shall be constructed with substantially all new material and no used structures shall be relocated or placed on any such Lot. Exterior materials should consist primarily of stone, brick and or stucco and be consistent with the theme of the development. All materials must follow an acceptable color scheme which will be harmonious to the theme of the development.

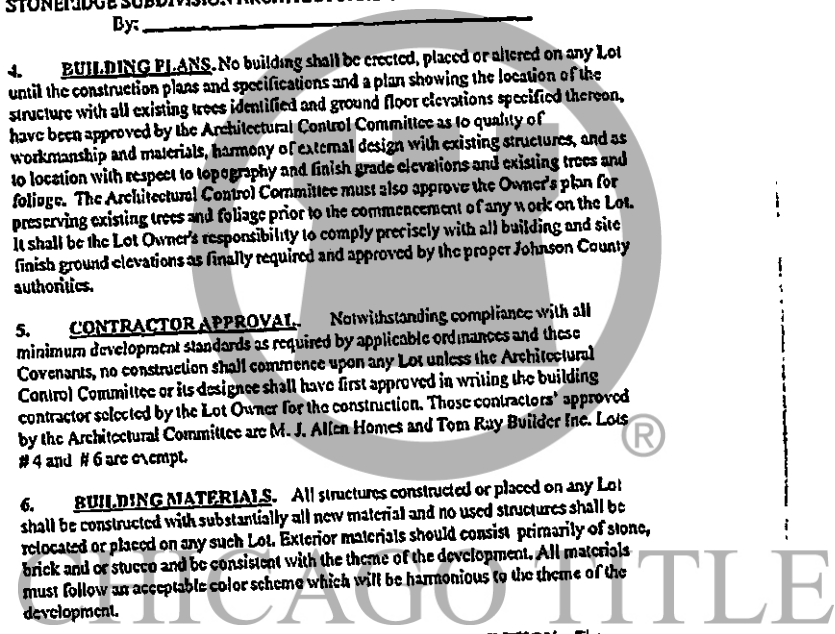
7. **ARCHITECTURAL CONTROL COMMITTEE INSPECTION.** The Architectural Control Committee may inspect work being performed to assure compliance with these restrictions.

8. **NON-LIABILITY OF ARCHITECTURAL CONTROL COMMITTEE.** Neither the Architectural Control Committee, nor any member thereof, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Architectural Control Committee does not make, and shall not be by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

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9. **ARCHITECTURAL CONTROL COMMITTEE ACTION.**

The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representative, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

10. **RESIDENTIAL USE.** Lots shall be used solely for single family residential purposes. No structure shall be erected, altered, placed or permitted to remain on the Lots, other than one detached single-family dwelling, and a private garage for not less than 3 cars, residential accessory buildings and amenities. All driveways must be of asphalt or concrete and be completed prior to home occupancy.

11. **FURTHER SUBDIVISION.** Lots 1 thru 10 may not be further subdivided nor any part, parcel or portion less than the whole thereof, conveyed, leased or otherwise transferred.

12. **OUTBUILDINGS.** All outbuildings should be of the same design and materials as the primary structure. The approval of the Architectural Control Committee must be obtained before any outbuilding is erected, placed or altered on any Lot. The exterior surface of all such structures shall require the written approval of the Architectural Control Committee.

13. **OUTDOOR RESIDENCE.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted to remain on any Lot or used on any Lots at any time as a residence, either temporarily or permanently.

14. **TRASH RECEPTACLES.** Outside trash burners shall not be permitted and any garbage cans or receptacles maintained outside the structure shall be screened from view of all adjacent properties.

15. **DUSK TO DAWN LIGHT.** A front yard dusk to dawn low intensity light directed downward and away from adjacent Lots shall be installed and maintained on each Lot by the respective Owner. Prior to the installation of said front yard light, drawings, diagrams and any other documents requested by the committee shall be submitted to the Architectural Control Committee for its approval. Such approval shall include design, color, location, height, tree preservation and overall characteristics of the Lot and the Subdivision. The A.C.C. reserves the right to standardize all the outside lights in the Subdivision.

16. **MAILBOXES.** No mailboxes or posts shall be erected, placed or altered on any Lots or within the Subdivision, unless previously approved in writing by the A.C.C.

17. **WALLS AND FENCES.** No wall, fence, hedge, shrub or plant, which obstructs sight lines at elevations above 2 feet shall be placed or permitted to remain between the front property line and the front building setback line except where such is approved by the A.C.C. No fences shall be allowed except where required by law and/or approved by the A.C.C. The intent of the A.C.C. shall be not to allow fences except for

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small privacy areas and to provide consistent fence types. Perimeter fences shall only be of the 3 or 4 tier white vinyl color type, consisting of 1" X 6" and 6" X 6" post or wrought iron fencing.

18. **HABITATION OF DWELLING.** No structure constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The structure shall be deemed substantially completed when an occupancy permit has been granted by the governmental agency granting such permits.

19. **INCOMPLETE OR DAMAGED STRUCTURES.** Every building whose construction or placement on any Lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Architectural Control Committee within thirty (30) days.

20. **MINING OPERATIONS AND TANKS.** No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks (aboveground or underground), tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot. No propane tanks are allowed.

21. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Up to two horses may be maintained within a fenced area on lots designated lots 2 thru 10. The fence will be of the type referenced in Section 17.

22. **CONSTRUCTION CLEAN-UP.** During the construction period, the Lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the building. Materials which can blow onto adjacent Lots shall not be left lying around. Construction trash shall be removed from the Lot once per week by either removing the trash from the Lot or disposing the trash into a dumpster provided by a trash disposal service.

23. **RUBBISH.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. No trash or building materials may be burned or buried on any Lot within the subdivision.

24. **TRANSMITTING AND RECEIVING DEVICES.** Antennas, masts, towers or large satellite dishes of any kind will not be permitted on any Lot or outside any residence, unless first approved by the A.C.C. Only 18" satellite dishes or smaller will be permitted and they must be concealed.

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25. **UTILITY SERVICES.** Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public rights-of-way to minimize removal of trees. In the event of needed septic system repair, and acceptable repairs cannot be made, lot owners will be required to hook up to sanitary sewer lines if those lines are available within or adjacent to the StoneRidge Subdivision. The planning of improvements for all lots shall provide for use of an alternate septic field area or site. This specific restrictive covenant will be described into each lots deed.

26. **LOT MAINTENANCE.** Owners shall at all times maintain their Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically such Owner shall:

- (a) Mow the Lot at such times as may be reasonably required in order to prevent the Unightly growth of vegetation and noxious weeds;
- (b) Remove all debris or rubbish;
- (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;
- (d) Cut down and remove unsightly dead trees;
- (e) Where applicable, prevent debris and foreign material from entering drainage areas;
- (f) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid them becoming unsightly.

27. **SEPTIC SYSTEMS AND OTHER SYSTEMS.** No individual water supply system or sewage disposal system shall be permitted on any Lot without prior written approval by the Architectural Control Committee and the Johnson County Department of Health and will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. Geothermal systems shall be approved by all applicable agencies prior to installation. All outdoor air conditioning units shall be screened from view.

28. **TILES AND DRAINS.** Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all Owners and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

29. **INOPERATIVE VEHICLES.** Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any Lot.

30. **ABOVE GROUND POOLS.** Above ground swimming pools shall not be permitted or constructed on any Lot.

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31. **ELEVATIONS AND GRADING** The finished yard elevations at the dwelling site on Lots in this Subdivision shall be not lower than the elevations dictated by the A.C.C. The Lot Owner shall be solely responsible for maintaining all finished grade elevations in accordance with all development plans approved by the A.C.C. and shall bear the cost of all grading, seeding or other improvements necessary to bring the Lot into compliance with these Covenants and said approved development plans.

32. **DRAINAGE SWALES.** Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, the Ingress-Egress easement and other dedicated easements, shall not be altered, dug out, filled in, tiled, or otherwise changed without the written permissions of the proper Johnson County authorities, the A.C.C. and or the StoneRidge Homeowners Association. Owners must maintain these swales as sodded grass areas, or other noneroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been permitted by the Johnson County Drainage Board, the A.C.C. and or the StoneRidge Homeowners Association. Any Owner altering, changing, or damaging these drainage swales or ditches will be held responsible for said action and will be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, the A.C.C., and or the StoneRidge Homeowners Association, will cause said repairs to be accomplished, and the statement for costs of the said repairs will be mailed to the offending Owner whose responsibility it shall be to pay all of such costs upon receipt of the statement. Upon the completion of the initial construction of a residence upon any Lot, the building contractor responsible for such construction shall be required to provide an Affidavit of Compliance with the requirements of this plat, the Indiana Drainage Code of 1965 and the applicable Johnson County Ordinances, which Affidavit shall be submitted to the A.C.C. and or the StoneRidge Homeowners Association, and the office of the Johnson County Plan Commission and/or the Johnson County Commissioners.

33. **DRAINAGE AND UTILITY EASEMENT.** The strip of ground marked "Drainage and Utility Easement" (D & U Easement) shown on the plat is hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires necessary to service the Subdivision. Purchaser of Lots in the Subdivision shall take their titles subject to easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except any fences and sidewalks approved by the A.C.C. and or the StoneRidge Homeowners Association, shall be built, erected or maintained thereon.

34. **INGRESS-EGRESS EASEMENT AND ASSESSMENT (Establishment of Homeowners Association).** The strip of ground as shown on the plat marked Private Drive (StoneRidge Court) and "Ingress, Egress, Utility and Drainage Easement" (I E U & D Easement) (Common Area) shall be landscaped, improved and maintained as a private drive and Common Area to serve lots 1 thru 8. StoneRidge Homeowners Association shall become effective after 5 of the lots 1 through 8 have been sold, and title and deed transferred. Fee simple

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ownership of the Real Estate underlying the StoneRidge Court ( Private Drive ) ( Common Area ) I E U & D Easement shall lie with the StoneRidge Homeowners Association. Underground drainage associated and connected with StoneRidge Court shall be maintained by the A.C.C. and or StoneRidge Homeowners Association. The landscaping and any improvements within the I E U & D Easement ( StoneRidge Court ) ( Common Area ) shall be in accordance with a plan to be approved by the A.C.C. and or StoneRidge Homeowners Association. StoneRidge Court ( Private drive and Common Area), mounds, lighting of private drive and front entry, landscape easement, irrigation of entry and mound area, signage, wrought iron fence along lot 1 and 8, and other improvements and I E U & D Easement ( StoneRidge Court ) ( Common Area ) property shall be maintained and shall be provided for by equal assessment upon Lots 1 through 8. The lot owners or StoneRidge Homeowners Association shall meet annually for the purpose of determining this equal annual assessment which shall be placed upon each Lot to provide for any desired new improvements for the I E U & D Easement ( StoneRidge Court ) ( Common Area ), which assessment shall include but not be limited to, the payment of or reimbursement of taxes and insurance thereon, the costs of labor, material, equipment and management furnished in respect to landscaping and improving the StoneRidge Court ( Common Area ) and I E U & D Easement property. The total assessment to be levied equally upon each Lot must be established, approved and passed by the vote of six (6) lot owners and or StoneRidge Homeowners Association. Each Owner, by acceptance of title in any Lot in the Subdivision, covenants and agrees to:

- (a) accept StoneRidge Homeowners Association and by-laws;
- (b) cooperate in establishing the total annual assessment;
- (c) to pay each lots equal share of said total annual assessment; and
- (d) that if he fails to pay said assessment within a period of thirty (30) days subsequent to receipt of written notice signed by the Owners who paid their annual assessment, it shall then constitute a lien in favor of said paying Owners upon the non-paying Owners Lot which may be enforced in any Court having jurisdiction, in the same manner as a mortgage foreclosure, by any other Owner and he shall be full responsible for all lien enforcement costs, including interest and reasonable attorneys fees and costs of collection.

Any such lien arising from the non-payment of the assessments provided for herein shall be subordinate to the rights any mortgagee who holds a mortgage on such Lot that was recorded prior to the creation of the assessment lien on that Lot. Upon the mortgage foreclosure proceeding or in lieu thereof, the assessment lien shall be extinguished. Notwithstanding the immediate foregoing, any assessment lien so extinguished shall remain the personal liability and obligation of the Owners of the Lot at the time the lien attached.

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Lot 9 and 10 are exempt from the above assessment fees, but are required to maintain property to the same standards of Lot 1 through 8.

35. **VOTING RIGHTS.** Should the same person own more than one (1) Lot, then such Owner shall be entitled to one (1) vote for each Lot in all matters requiring a vote by the Owners or according to the StoneRidge Homeowners Association.

36. **PARKING IN EASEMENT.** For the purpose of assuring adequate ingress and egress for residents and emergency vehicles such as fire trucks, ambulances, and police vehicles, there shall be no parking on or along either side of the StoneRidge Court (private drive) or within the IEU & D Easement ( Common Area ).

37. **VEHICLES.** All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways, and no disabled vehicle shall be openly stored on the Lots. No trucks larger than a 1 ton may be housed on any lot. Maximum number of trucks is one (1) 1-Ton truck. No boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind, (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any Lot unless kept from view of neighboring Lots. Loud recreational vehicles such as ATV or motorcycles should be operated in consideration of neighbors peace and quiet. Lot owners reserve the right to prohibit usage of this type of vehicles by majority vote of lot owners or through the StoneRidge Homeowners Association.

38. **SIGNS.** No advertising signs (except one per Lot of not more than four (4) square feet advertising the Lot for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot.

39. **HUNTING.** Said Lots, their families, guests or friends shall do no hunting, target or practice shooting of any firearms within the Subdivision.

40. **LAKE AND DAM MAINTENANCE.** Lots 7 and 8 will be responsible for lake quality maintenance and dam repair on the lake designated Upper Lake. Lots 5, 6, 9, 10 will be responsible for lake quality and any dam repair on the Lower Lake. Each Lot will have maintenance responsibility for shoreline according to property lines. In the event that any lot owner fails to maintain the lake or dam for which they are responsible, the StoneRidge Homeowners Association may make the necessary repairs or maintenance and assess the costs for said maintenance and repairs to the offending lot owners, the failure to timely pay these costs may result in the filing of a lien and payment of costs enforceable in the same manner as set forth in paragraph 34D herein.

41. **STORM DRAINAGE MAINTENANCE.** The maintenance of the storm drainage system for this subdivision by the StoneRidge Homeowners Association shall include but shall not be limited to the maintenance of all detention areas, inlet structures, open ditches, pipes, swales, and paved swales. The costs and expenses of such maintenance of the storm drainage system shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains and other drains serving individual residences on lots shall outfall

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only into drainage swales or storm structures included in the storm drainage system for the subdivision.

42. **COVENANTS, DURATION AND AMENDMENTS.** These Covenants are hereby declared to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date these Covenants are recorded, after which time these Covenants shall be automatically extended for successive periods of ten (10) years, provided, however, that they may be amended at any time upon the recording of an instrument signed by all of the Owners, agreeing to change these Covenants in whole or in part. Provided further that the requirements set forth for lake and dam maintenance and storm drainage maintenance shall continue in perpetuity.

43. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any Covenants either to restrain violation or to recover damages. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the Covenants shall not be considered as a waiver of the right to enforce any Covenant herein, thereafter. All costs of litigation and attorney's fees resulting from violation of these covenants shall be the financial responsibility of the Owners found to be in violation.

44. **AMENDMENT OF OBLIGATIONS.** No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Section 34 of this Declaration with respect to assessments, or (3) the provisions of Section 40 of this Declaration with respect to lake or dam maintenance or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration. ®

45. **COSTS AND ATTORNEY'S FEES.** In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Corporation shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such default or failure.

46. **WAIVER.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit.

47. **SEVERABILITY CLAUSE.** The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

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IN WITNESS WHEREOF, the Declarants, Michael J. Allen and Carol A. Allen, have caused this Declaration to be executed the day, month and year first mentioned above.

Michael J. Allen  
Michael J. Allen

Carol A. Allen  
Carol A. Allen

2/12/98  
Dated

Subscribed hereto before me appeared Michael J. Allen and Carol A. Allen this  
12<sup>th</sup> day of February, 1998.



Jefra Sudduth  
Jefra Sudduth  
NOTARY PUBLIC,  
Resident of Allen County.

My Commission Expires:  
1/1/01



# CHICAGO TITLE

THIS INSTRUMENT WAS PREPARED BY: LYNNETTE GRAY, JOHNSON GRAY  
& MACABEE, 63 EAST COURT STREET, P.O. BOX 160, FRANKLIN, INDIANA  
46131.

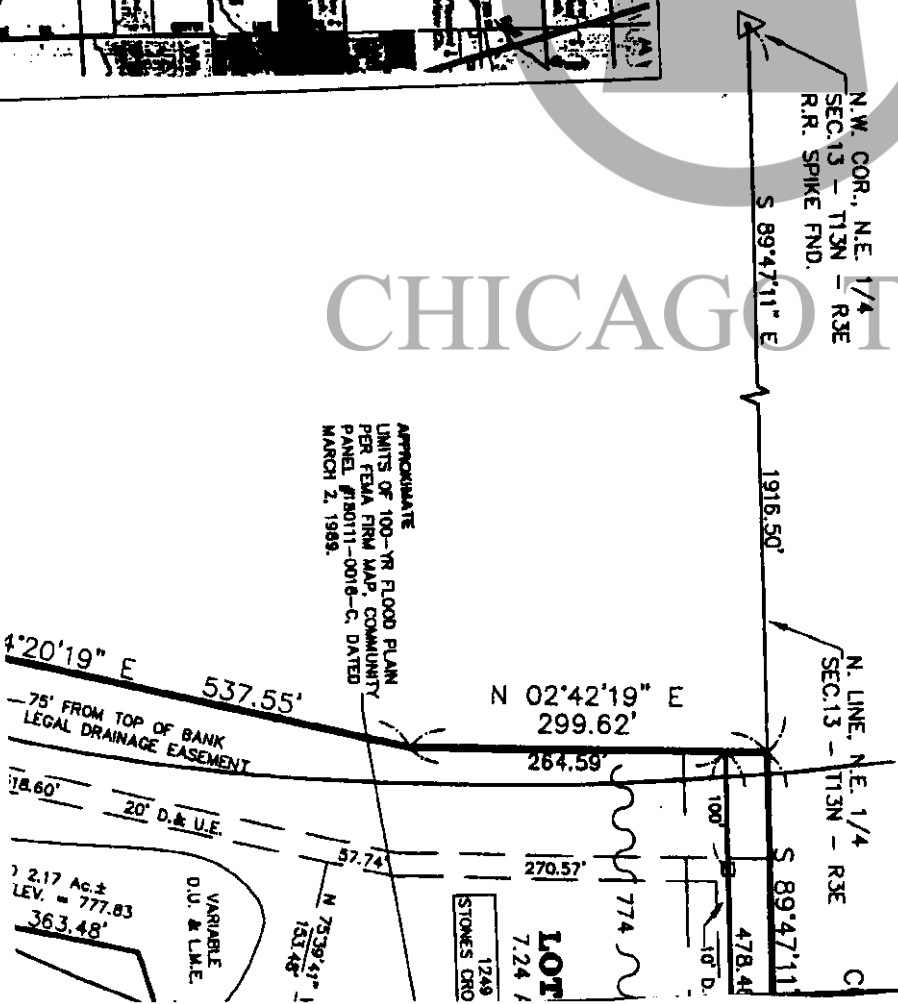
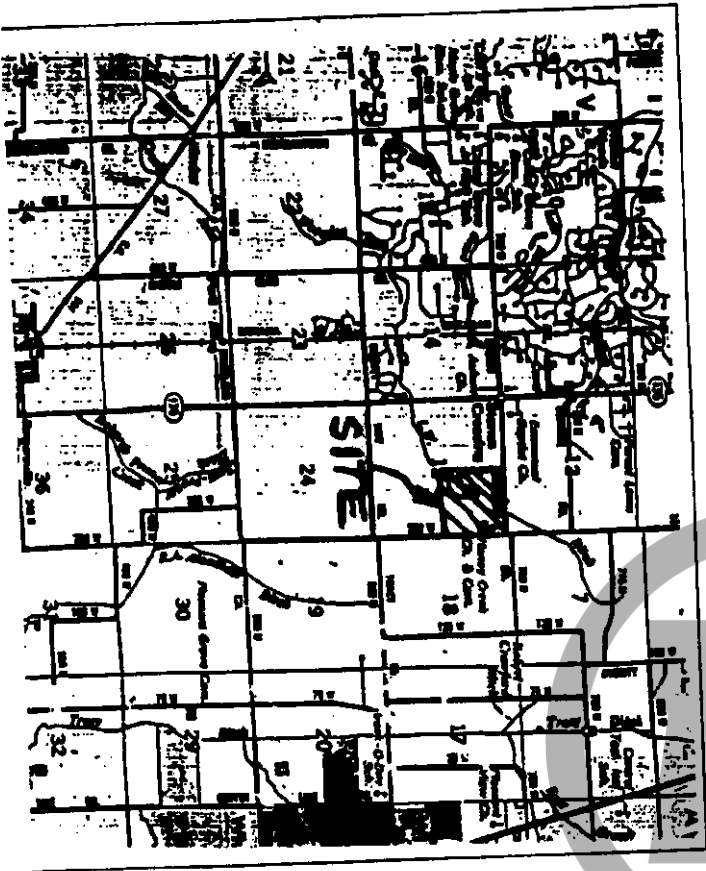
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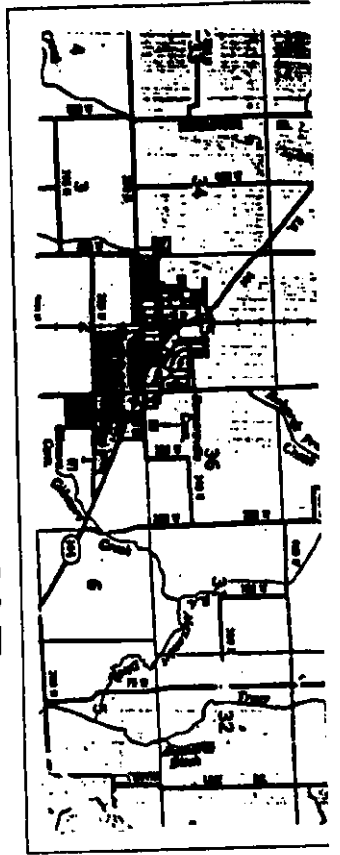
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# STONERIDGE SUBDIVISION WHITE RIVER TWP., JOHNSON CO. IN. NE 1/4, SEC 18, T13N, R3E

CHICAGO TITLE



APPROXIMATE  
LIMITS OF 100-YR FLOOD PLAIN  
PER FEMA FIRM MAP, COMMUNITY  
PANEL #18011-0016-C, DATED  
MARCH 2, 1985.



# LOCATION MAP

D.U. & L.M.E.

D. & U.E.

L.E.

B.L.

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1234 V.  
STONE RIDGE COURT

DRAINAGE, UTILITY, AND LAKE MAINTENANCE EASEMENT

DRAINAGE & UTILITY EASEMENT

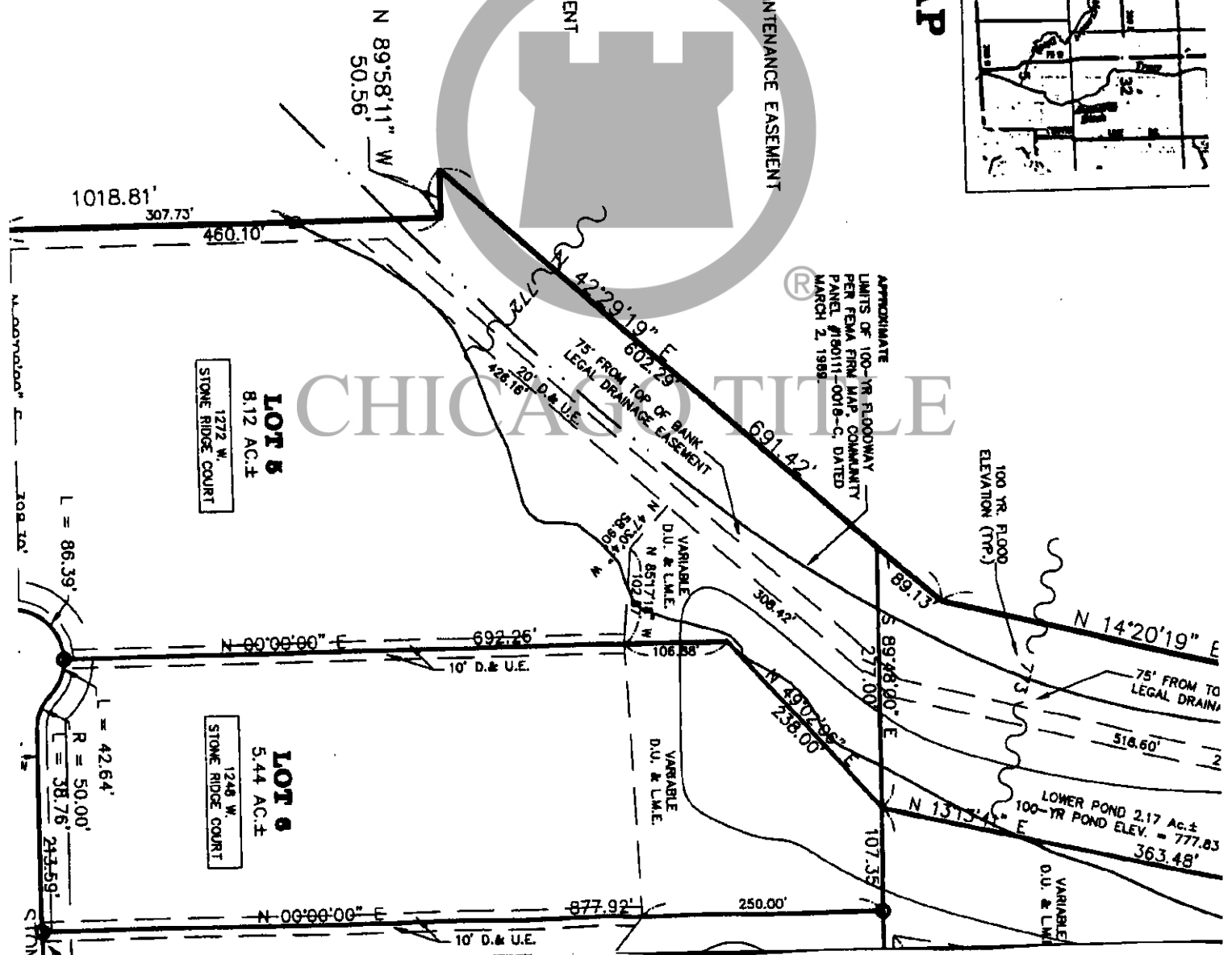
LANDSCAPE EASEMENT

BUILDING LINE

5/8" IRON RE-BAR MONUMENT

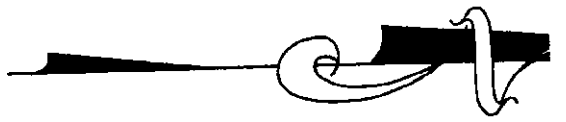
4" x 4" x 48" CONCRETE MONUMENT

STREET ADDRESS

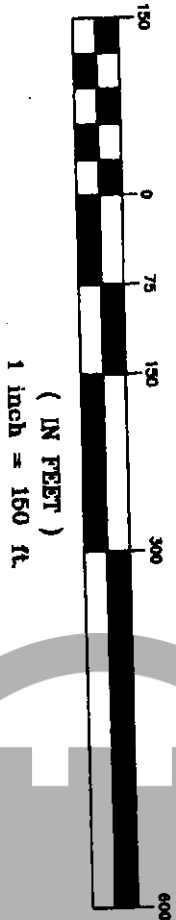


APPROXIMATE  
LIMITS OF 100-YR FLOODWAY  
PER FEMA FIRM MAP, COMMUNITY  
PANEL #190111-0018-C, DATED  
MARCH 2, 1988.

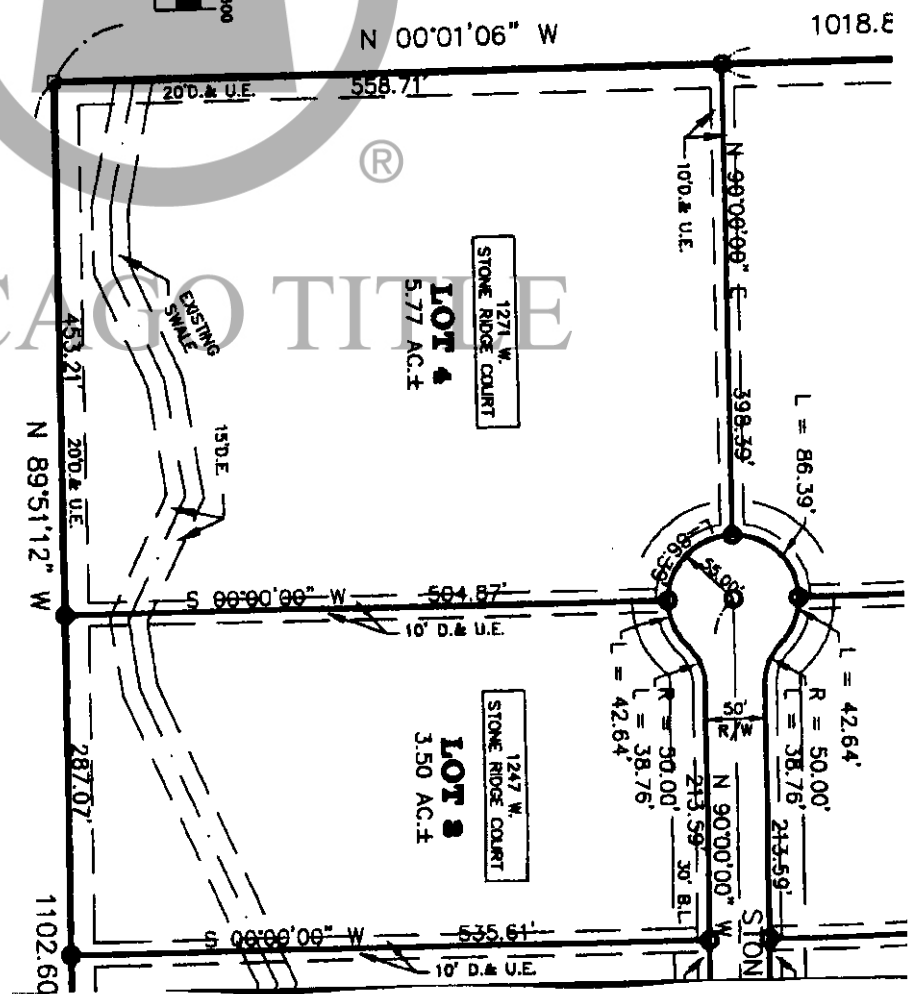
CHICAGO TITLE



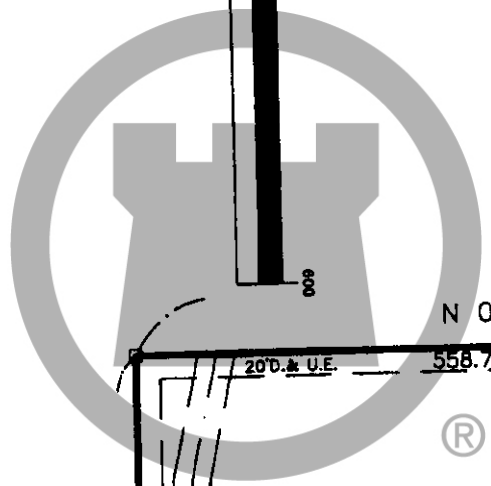
GRAPHIC SCALE



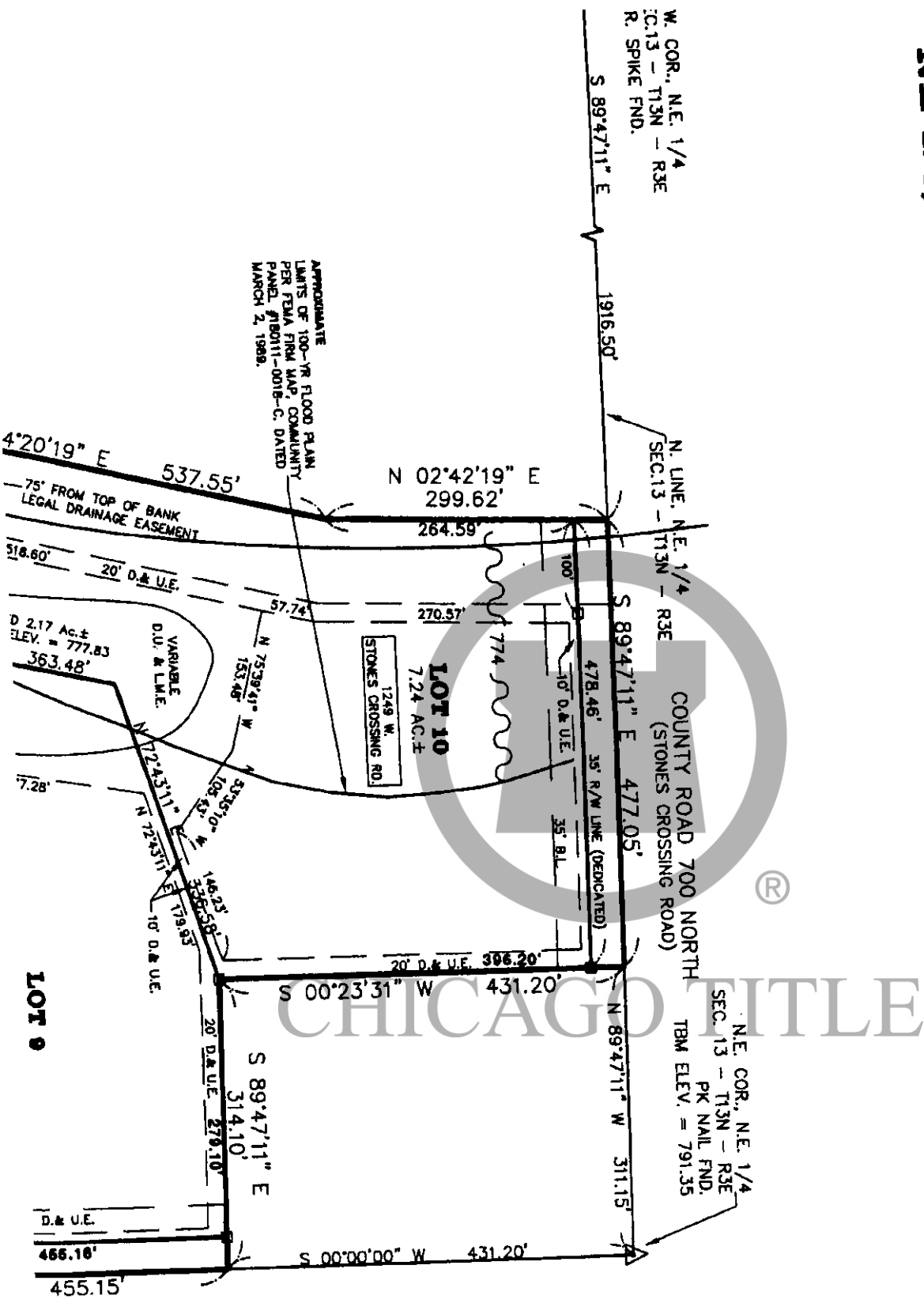
**MAJOR ENGINEERING  
& LAND SURVEYING, INC.**  
ENGINEERING • SURVEYING • LAND PLANNING  
435 East Main Street, Suite C, Greenwood, Indiana 46143

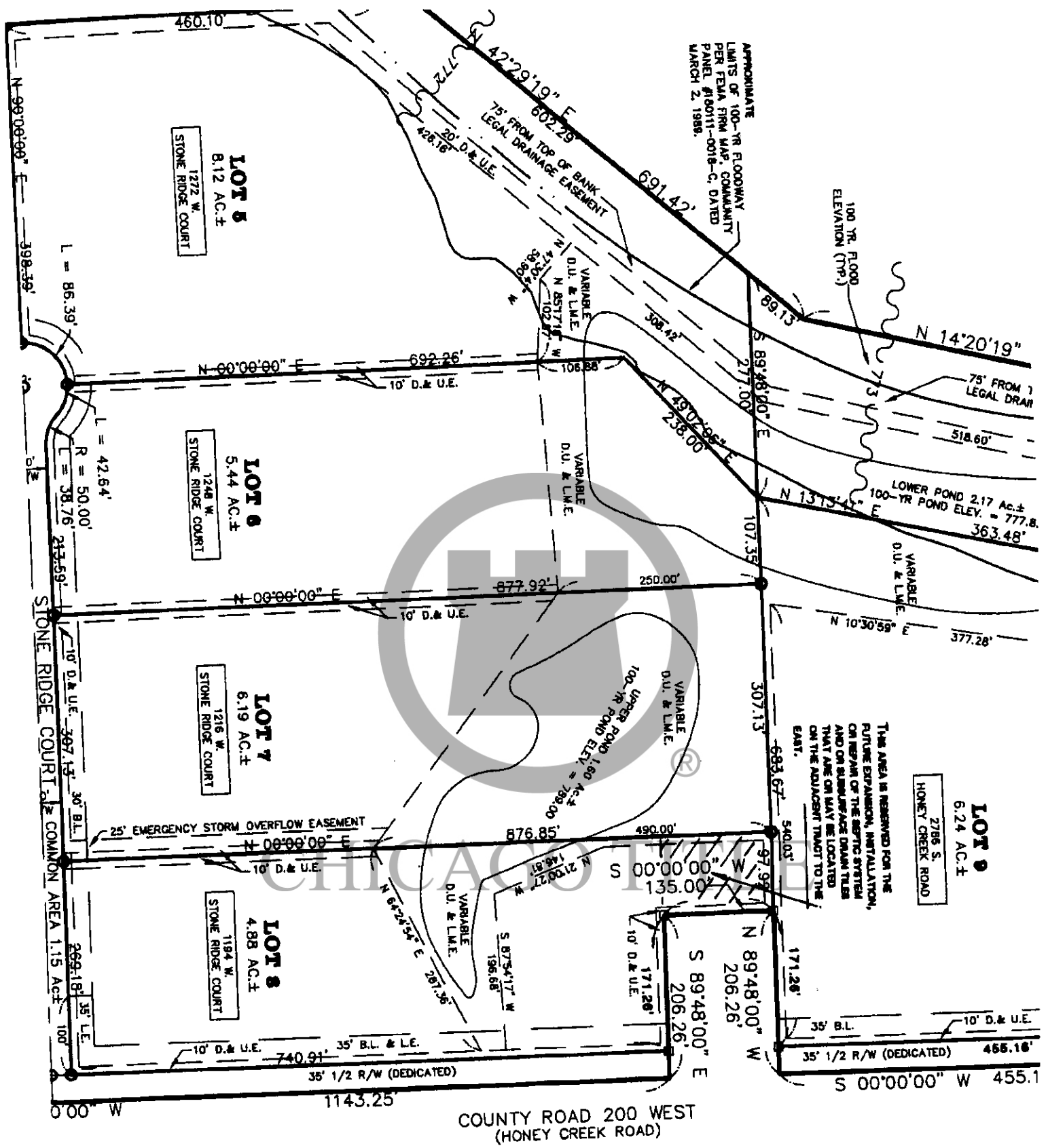


CHICAGO TITLE



# NERIDGE SUBDIVISION RIVER TWP., JOHNSON CO. INDIANA NE 1/4, SEC 13, T13N, R3E





THIS AREA IS RESERVED FOR THE FUTURE EXPANSION, INSTALLATION, OR REPAIR OF THE SEPTIC SYSTEM AND ON SUBSURFACE DRAIN TILES THAT ARE OR MAY BE LOCATED ON THE ADJACENT TRACT TO THE EAST.

APPROXIMATE LIMITS OF 100-YR FLOODWAY PER FEMA FIRM MAP, COMMUNITY PANEL #180111-0018-C, DATED MARCH 2, 1988.

75' FROM 1 LEGAL DRAIN

518.60'

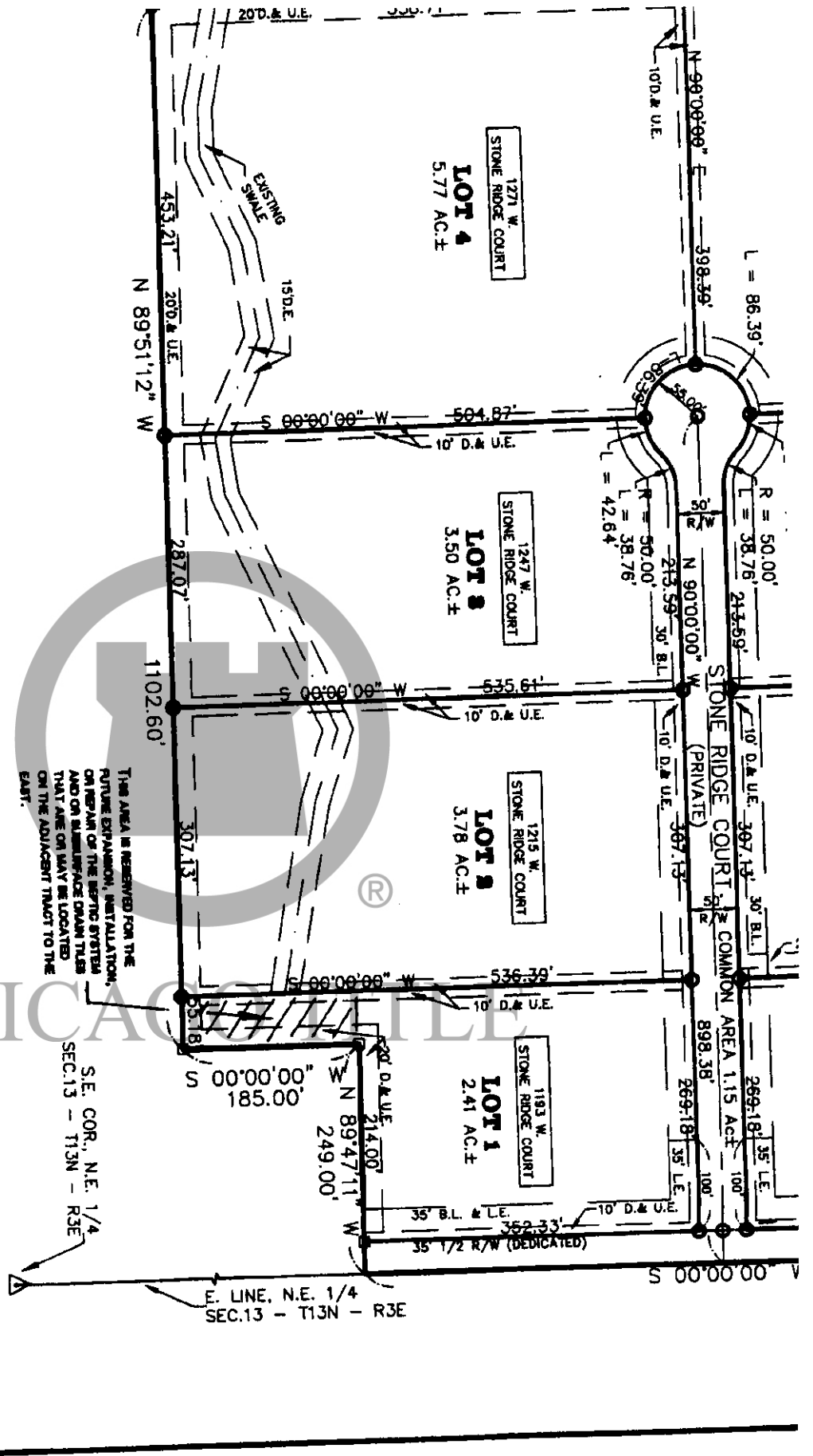
LOWER POND 2.17 AC.± 100-YR POND ELEV. = 777.8

363.48'

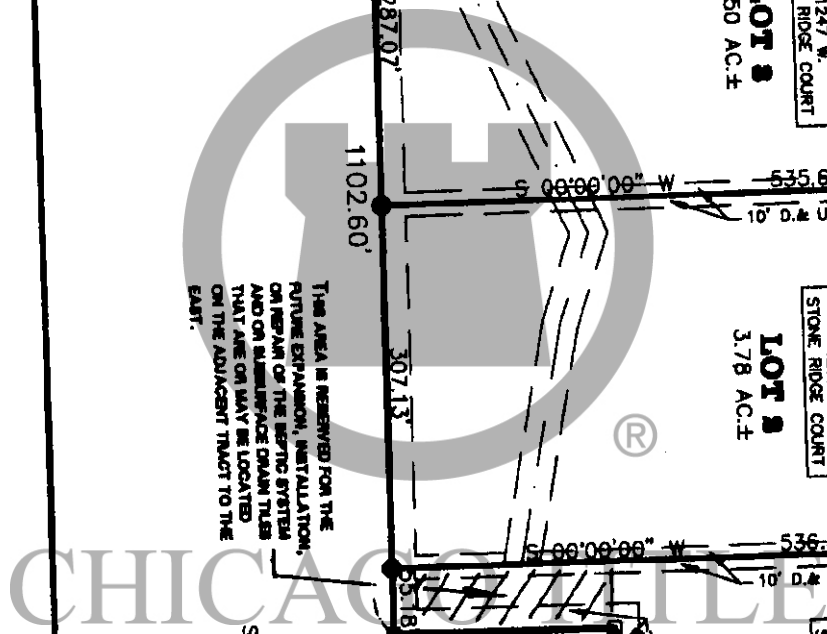
UPPER POND 1.60 AC.± 100-YR POND ELEV. = 788.00

THIS AREA IS RESERVED FOR THE FUTURE EXPANSION, INSTALLATION, OR REPAIR OF THE SEPTIC SYSTEM AND ON SUBSURFACE DRAIN TILES THAT ARE OR MAY BE LOCATED ON THE ADJACENT TRACT TO THE EAST.

COUNTY ROAD 200 WEST (HONEY CREEK ROAD)



THIS AREA IS RESERVED FOR THE  
 FUTURE EXPANSION, INSTALLATION,  
 OR REPAIR OF THE SEPTIC SYSTEM  
 AND/OR SURFACE DRAIN TILES  
 THAT ARE OR MAY BE LOCATED  
 ON THE ADJACENT TRACT TO THE  
 EAST.





D-102B

# STONERIDGE SUBDIVISION WHITE RIVER TWP., JOHNSON CO. IND NE 1/4, SEC 13, T13N, R3E

## LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 13, Township 13 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter; thence South 00 degrees 00 minutes 00 seconds West (Assumed Basis of Bearings) on and along the East line of said Northeast Quarter 431.20 feet to the POINT OF BEGINNING of the herein described parcel, said Point of Beginning also being the Southeast Corner of the land of Honey Creek United Methodist Church (Book 189, Page 398, Office of the Johnson County Recorder); thence continuing South 00 degrees 00 minutes 00 seconds West along said East Line 455.15 feet, said point also being the Northeast Corner of the land of Lanier (Book 213, Page 302, Office of the Johnson County Recorder); thence North 89 degrees 48 minutes 00 seconds West along the North line of said Lanier 206.26 feet; Thence South 00 degrees 00 minutes 00 seconds West along the West Line of said Lanier and parallel to the East line of said Northeast Quarter 135.00 feet; thence South 89 degrees 48 minutes 00 seconds East along the South Line of said Lanier 206.26 feet to the East line of said Northeast Quarter; thence South 00 degrees 00 minutes 00 seconds West along said East Line 1143.25 feet, said point also being the Northeast Corner of the land of Benschmeier (Book 283, Page 239, Office of the Johnson County Recorder); thence North 89 degrees 47 minutes 11 seconds West along North Line of said Benschmeier 249.00 feet; thence South 00 degrees 00 minutes 00 seconds West along the West line of said Benschmeier 185.00 feet, said point also being on the North line of the land of Bowman (Book 226, Page 940, Office of the Johnson County Recorder); thence North 89 degrees 51 minutes 12 seconds West along the North Line of said Bowman 1102.60 feet; thence North 00 degrees 01 minutes 06 seconds West along the East line of said Bowman 1018.81 feet; thence North 89 degrees 58 minutes 11 seconds West 50.56 feet; thence North 42 degrees 29 minutes 19 seconds East 691.42 feet, said point also being the Southeast Corner of the land of Wilson (Book 263, Page 597, Office of the Johnson County Recorder); thence North 14 degrees 20 minutes 19 seconds East along the East Line of said Wilson 537.55 feet; thence North 02 degrees 42 minutes 19 seconds East along the East line of said Wilson 299.62 feet to the North Line of said Northeast Quarter, said point also being the Northeast Corner of said Wilson; thence South 89 degrees 47 minutes 11 seconds East along said North Line 477.05 feet, said point also being the Northwest Corner of the land of said Honey Creek United Methodist Church; thence south 00 degrees 23 minutes 31 seconds West along the West Line of said Honey Creek Church 431.20 feet to the Southwest Corner of said Honey Creek Church; thence South 89 degrees 47 minutes 11 East



THE STRIPS OF GROUND SHOWN ARE EASEMENT\* (D. & U.E.) ARE UTILITIES FOR THE INSTALLATION OF MANHOLES, POLES, DUCTS, LINES, ETC. AT ANY TIME TO THE PROPER AUTHORITY. NO STRUCTURE, EASEMENTS, NO STRUCTURE, TO REMAIN WHICH MAY DAMAGE UTILITIES OR WHICH MAY CAUSE EASEMENTS OR WHICH MAY CAUSE CHANNELS IN EASEMENTS. THEREON SHALL BE MAINTAINED THOSE IMPROVEMENTS FOR WHICH THERE ARE AREAS AND STRIP PONDS, DRAINAGE & UTILITY WHICH THE USE, RESTRICTION AND ADDRESSED FURTHER IN RESTRICTIONS\* RECORDED UNDER THE JOHNSON COUNTY RECORDS

THE JOHNSON COUNTY CLERK

IN WITNESS WHEREOF, MICHAEL ALLEN, County Clerk, has hereunto set his hand and the seal of said County, this 1st day of FEBRUARY, 1983.

*Michael J. Allen*  
MICHAEL J. ALLEN

STATE OF INDIANA )  
COUNTY OF JOHNSON )  
JSS

trance south by degrees 47 minutes 11 seconds east along said North Line 477.03 feet, said point also being the Northwest Corner of the land of said Honey Creek United Methodist Church; thence south 00 degrees 23 minutes 31 seconds West along the West Line of said Honey Creek Church 431.20 feet to the Southwest Corner of said Honey Creek Church; thence South 89 degrees 47 minutes 11 East along the South Line of said Honey Creek Church and parallel with the North Line of said Northeast Quarter 314.10 feet to the POINT OF BEGINNING, containing 56.39 acres, more or less.

Subject to all legal right-of-ways, easements, and restrictions.

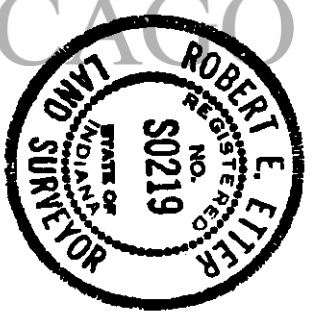
I, ROBERT E. ETTER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

THIS SUBDIVISION CONTAINS TEN (10) LOTS NUMBERED ONE (1) THROUGH TEN (10), (INCLUSIVE), TOGETHER WITH A ROAD, RIGHTS-OF-WAY AND EASEMENTS AS SHOWN ON THE PLAT HEREIN.

ALL MONUMENTS SHOWN HEREON WILL EXIST, AND THAT THEIR LOCATION IS ACCURATELY SHOWN; AND THAT THIS PLAT COMPLIES WITH PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTHS OF STREETS OR ROADS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS 10th DAY OF FEBRUARY, 1998

ROBERT E. ETTER  
REGISTERED LAND SURVEYOR NO. S0219  
STATE OF INDIANA



WE, THE UNDERSIGNED, MICHAEL J. ALLEN AND CAROL A. ALLEN, HUSBAND AND WIFE, OWNERS OF THE REAL ESTATE SHOWN AS DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE PLAT AND WE DEDICATE TO THE PUBLIC ALL THAT PORTION OF A RIGHT-OF-WAY NOT HERETOFORE DEDICATED BEING 35 FEET WEST OF THE EAST PROPERTY LINE AS SHOWN IN COUNTY ROAD 200 W AND BEING 35 FEET SOUTH OF THE NORTH PROPERTY LINE AS SHOWN IN COUNTY ROAD 700 N.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "STONE RIDGE SUBDIVISION", A SUBDIVISION IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY, STATE OF INDIANA.

ALL LANDS IN THE SUBDIVISION AND THE USE OF THE LANDS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" FOR STONE RIDGE SUBDIVISION OWNERSHIP, WHICH "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" SHALL BE RECORDED SUBSEQUENT TO THE RECORDATION OF THIS PLAT.

STATE OF INDIANA )  
COUNTY OF JOHNSON )

BEFORE ME, THE UNDERSIGNED APPEARED MICHAEL J. ALLEN AS THE FOLLOWING INSTRUMENT AS THEREIN EXPRESSED AND AFFIX

WITNESS MY HAND AND SEAL THIS 10th DAY OF FEBRUARY, 1998

MY COMMISSION EXPIRES: 1

NOTARY PUBLIC Robert E. Etter

PRINTED NAME Robert E. Etter

RESIDENT OF THE COUNTY OF Johnson

THIS PLAT IS RECOMMENDED BY Jeffrey A. Polzin JEFFREY A. POLZIN PLANNING DIRECTOR

APPROVED BY THE JOHNSON COUNTY CONTROL ORDINANCE. BY: Ronald Eastburn RONALD EASTBURN, CHAIRMAN

BE IT RESOLVED BY THE BOARD THAT THE DEDICATIONS SHOWN 9th DAY OF Feb

Michael J. Allen ALFRED T. CHAPPEL, M.D. Joseph E. DeHart JOSEPH DEHART

APPROVED BY THE JOHNSON COUNTY February 3rd

THIS PLAT WAS REVIEWED BY 9th DAY OF Feb

SUBSEQUENT TO THE RECORDATION OF THIS PLAT.

The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall include but shall not be limited to the maintenance of all detention areas, inlet structures, open ditches, pipes, swales, and paved swales. The costs and expenses of such maintenance of the storm drainage system shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains, and other drains serving individual residences on lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the subdivision.

Drainage swales (ditches) along dedicated roadways and within the right-of-way, or in dedicated easements, are not to be altered, dug out, filled in, or otherwise changed without the permission of the Stoneridge Subdivision Homeowners Association. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the Property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when the appropriate sized culverts or other approved structures have been permitted by the Stoneridge Subdivision Homeowners Association. Any property altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage. After which time, if no action is taken, the Stoneridge Subdivision Homeowners Association will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.



**MAJOR ENGINEERING  
& LAND SURVEYING, INC.**

ENGINEERING • SURVEYING • LAND PLANNING

436 East Main Street, Suite G, Greenwood, Indiana 46143

97 DAY OF

JOHN BONSETT

COPY RECEIVED BY:

Marla A. Hash  
MARLA A. HASH, ASSESSOR  
JOHNSON COUNTY, INDIANA

ENTERED FOR TAXATION THIS

DEBORAH A. SHULTA, AUDITOR  
JOHNSON COUNTY, INDIANA

NO. 98003682

RECEIVED FOR RECORD THIS

1998, AT 11:25 A.M.

JENNIFER HARMON, RECORDER  
JOHNSON COUNTY, INDIANA

**INERIDGE SUBDIVISION  
 RIVER TWP., JOHNSON CO. INDIANA  
 NE 1/4, SEC 13, T13N, R3E**

Range 3 East  
 T13N  
 R3E

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said Wilson;  
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 and Honey Creek  
 1 seconds West  
 the Southwest  
 7 minutes 11 East  
 11 North Line

THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "DRAINAGE AND UTILITY EASEMENT" (D. & U.E.) ARE RESERVED FOR THE USE OF THE UNDERGROUND PUBLIC UTILITIES FOR THE INSTALLATION AND MAINTENANCE OF WATER AND SANITARY SEWER MAINS, MANHOLES, POLES, DUCTS, LINES, WIRES AND DRAINAGE FACILITIES: SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. WITHIN THESE EASEMENTS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS IN EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS THEREON SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOTS. EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY IS RESPONSIBLE.

THERE ARE AREAS AND STRIPS OF GROUND SHOWN ON THIS PLAT AND INDICATED AS LIMITED PONDS, DRAINAGE & UTILITY EASEMENTS, PRIVATE ROADS AND LANDSCAPE EASEMENTS FOR WHICH THE USE, RESTRICTIONS AND CONDITIONS OF THOSE STRIPS AND AREAS ARE DETAILED AND ADDRESSED FURTHER IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" RECORDED UNDER INSTRUMENT # 98003687 IN THE OFFICE OF THE JOHNSON COUNTY RECORDER.

THE JOHNSON COUNTY COMMISSIONERS DO NOT ENFORCE SUBDIVISION COVENANTS

IN WITNESS WHEREOF, MICHAEL J. ALLEN AND CAROL A. ALLEN, BEING OWNERS OF THE ABOVE LAND IN FEE SIMPLE, HAVE HEREBY SET THEIR HAND AND SEALS THIS 6th DAY OF FEBRUARY 1998.

Michael J. Allen  
 MICHAEL J. ALLEN  
Carol A. Allen  
 CAROL A. ALLEN

STATE OF INDIANA )  
 )SS  
 COUNTY OF Johnson )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

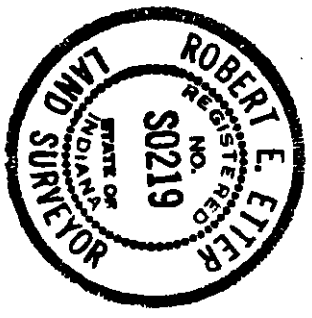
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1998.



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DGE SUBDIVISION", A  
IF INDIANA.

HIS SUBDIVISION BY  
TO THE "DECLARATION OF  
ADIVISION OWNERSHIP,  
S" SHALL BE RECORDED

STATE OF INDIANA )  
                          )SS  
COUNTY OF Johnson )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,  
APPEARED MICHAEL J. ALLEN AND CAROL A. ALLEN, WHO ACKNOWLEDGED THE EXECUTION OF  
THE FOLLOWING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSES  
THEREIN EXPRESSED AND AFFIXED THEIR SIGNATURES THERETO.

WITNESS MY HAND AND SEAL THIS 6th DAY OF February, 1998.

MY COMMISSION EXPIRES: 1-14-01

NOTARY PUBLIC Joseph DeHart

PRINTED NAME Jo Ann Sudduth



RESIDENT OF THE COUNTY OF Marion

THIS PLAT IS RECOMMENDED FOR APPROVAL BY THE JOHNSON COUNTY PLAN COMMISSION.

Jeffrey A. Colvin  
JEFFREY A. COLVIN  
PLANNING DIRECTOR

APPROVED BY THE JOHNSON COUNTY PLAN COMMISSION IN ACCORDANCE WITH THE SUBDIVISION  
CONTROL ORDINANCE.

BY: Ronald Eastburn  
RONALD EASTBURN, CHAIRMAN  
RICK CHASE, SECRETARY

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, JOHNSON COUNTY, INDIANA,  
THAT THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS  
9th DAY OF FEBRUARY, 1998.

Alfred T. Chapel, M.D.  
ALFRED T. CHAPPEL, M.D.

Joseph E. DeHart  
JOSEPH DEHART  
William F. Walker  
WILLIAM F. WALKER

APPROVED BY THE JOHNSON COUNTY DRAINAGE BOARD AT A MEETING HELD ON  
FEBRUARY 3RD, 1998.

THIS PLAT WAS REVIEWED BY THE JOHNSON COUNTY HEALTH DEPARTMENT THIS  
9th DAY OF February, 1998.

SHALL BE RECORDED

vision by the  
to the maintenance  
ales, and paved  
storm drainage  
against the owners of  
drains, and other  
to drainage swales  
r the subdivision.

1 the right-of-way,  
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Homeowners  
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office by certified mail  
en, the Stoneridge  
be accomplished,  
perty owner for

9th DAY OF February, 1998.

JOHN BONSETTI  
*John Bonsetti*

COPY RECEIVED BY:  
*Marla A. Hash*  
MARLA A. HASH, ASSESSOR  
JOHNSON COUNTY, INDIANA

ENTERED FOR TAXATION THIS 11 DAY OF February, 1998.

*Deborah A. Shultz*  
DEBORAH A. SHULTZ, AUDITOR  
JOHNSON COUNTY, INDIANA

NO. 98003682

12th

DAY OF February

RECEIVED FOR RECORD THIS 11:25 A.M. AND RECORDED IN PLAT BOOK D PAGE 102 A48

*Jean Harmon*  
JEAN HARMON, RECORDER  
JOHNSON COUNTY, INDIANA

CHICAGO TITLE