

# VALLEY RIDGE FARMS

## SECTION 2



VALLEY RIDGE FARMS  
SEC 5

7/20/1903

LINE NO	S	E	LEN	LEN	CHORD DEGREE
1	47' 00" S 00' 15"	504 20'	766.52	766.52	0° 00' 00"
2	47' 00" S 00' 10"	46 42'	825.91	825.90	0° 00' 10"
3	50' 00" S 00' 10"	370 25'	499.03	499.47	0° 00' 17"
4	50' 00" S 00' 10"	9 00'	49.09	49.50	0° 00' 12"
5	49' 00" S 00' 10"	104 00'	149.92	149.92	0° 00' 00"
6	52' 00" S 00' 10"	104 18'	193.47	193.46	0° 00' 57"
7	49' 00" S 00' 10"	179 40'	229.45	229.46	0° 00' 54"
8	49' 00" S 00' 10"	112 20'	169.49	169.47	0° 00' 56"
9	48' 00" S 00' 10"	107 80'	160.58	160.50	0° 00' 54"
10	47' 00" S 00' 10"	10 30'	19.37	19.37	0° 00' 00"
11	47' 00" S 00' 10"	171 10'	260.38	260.38	0° 00' 00"
12	47' 00" S 00' 10"	10 49'	19.30	19.34	0° 00' 27"

1. NO LINES DRAWN  
2. NO TRENCHES DUG  
3. NO DRAINS OR Ditches  
4. NO WATER LINES Laid  
5. NO PAVED STREET ADDRESS

10' CHORDS REQUIRED

1/18/03 M.A. T. J. J.

KNOW ALL MEN BY THESE PRESENTS THAT VALLEY RIDGE FARMS, INC., AN INDIANA CORPORATION, BEING THE OWNER IN THE NAME OF THE FOLLOWING DESCRIBED REAL ESTATE IN PARKE COUNTY, STATE OF INDIANA, TO WIT:

A PART OF SECTION 22, Twp. 14 North, Range 3 East, situated in Perry Township, Parke County, Indiana; and being more particularly described as follows, to wit:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION, THENCE SOUTH 0°16'10'' EAST, 100.00 FEET, THENCE SOUTH 1°37'46'' EAST, 410.105 FEET TO THE POINT OF ALTERNATION OF THIS GENERATION, THENCE NORTH 88°22'14'' EAST, 209.33 FEET, THENCE NORTH 43°47'47'' EAST, 142.34 FEET, THENCE SOUTH 66°45'33'' EAST, 160.00 FEET, THENCE SOUTH 46°16'25'' EAST, 73.43 FEET, THENCE SOUTH 54°10'28'' EAST, 165.00 FEET, THENCE SOUTH 30°44'03'' WEST, 125.66 FEET, THENCE SOUTH 71°00'15'' WEST, 92.18 FEET, THENCE SOUTH 32°32'21'' EAST, 134.71 FEET, THENCE 133°74'31'35'' EAST, 67.22 FEET, THENCE SOUTH 32°32'21'' EAST, 107.16' FEET, THENCE SOUTH 58°10'52'' EAST, 66.15 FEET, THENCE SOUTH 32°32'21'' EAST, 170.00 FEET, THENCE SOUTH 45°33'09'' WEST, 211.43 FEET, THENCE SOUTH 32°32'21'' EAST, 110.72 FEET, THENCE 400.00 FEET TO THE RIGHT WITH A DELTA OF 7°31'10'', A RADIUS OF 299.30 FEET, AN ARC OF 31.20 FEET; A CHORD A LENGTH OF 39.25 FEET, AND A CHORD BEARING OF SOUTH 20°46'46'' EAST, THENCE 31°20'58'' WEST, 119.07 FEET, THENCE SOUTH 22°45'50'' WEST, 366.54 FEET, THENCE NORTH 76°20'50'' WEST, 170.00 FEET, THENCE ALONG A CURVE TO THE LEFT WITH A DELTA OF 13°26'19'', A RADIUS OF 916.16 FEET, AN ARC OF 215.34 FEET, A CHORD OF 214.89 FEET, AND A CHORD BEARING OF SOUTH 32°52'54'' WEST, THENCE NORTH 40°33'44'' WEST, 84.10 FEET, THENCE NORTH 37°56'19'' WEST, 63.79 FEET, THENCE SOUTH 79°03'09'' WEST, 82.67 FEET TO THE NORTHEAST CORNER OF PARKE TRACTURE 72, SECTION 2, THENCE SOUTH 40°17'40'' WEST, ALONG THE SOUTH LINE OF PARKE TRACTURE 72, SECTION 2, THENCE NORTH 26°12'41'' EAST, 262.81 FEET, THENCE NORTH 34°50'04'' WEST, 111.00 FEET, THENCE NORTH 26°28'59'' EAST, 177.72 FEET, THENCE NORTH 52°47'44'' WEST, 73.62 FEET, THENCE NORTH 67°35'29'' WEST, 220.71 FEET, THENCE NORTH 77°52'40'' WEST, 132.65 FEET, THENCE NORTH 21°41'06'' WEST, 130.65 FEET, THENCE NORTH 35°29'32'' WEST, 116.65 FEET, THENCE SOUTH 40°17'58'' WEST, 130.65 FEET, THENCE NORTH 46°03'25'' WEST, 110.61 FEET, THENCE NORTH 20°11'52'' WEST, 90.39 FEET, THENCE NORTH 37°17'21'' EAST, 174.64 FEET, THENCE NORTH 59°26'40'' EAST, 90.65 FEET, THENCE NORTH 05°08'08'' EAST, 203.64 FEET, THENCE NORTH 19°14'27'' WEST, 143.56 FEET, THENCE NORTH 50°22'14'' EAST, 565.19 FEET TO THE POINT OF BEGINNING, CONTAINING 42.23 ACRES MORE OR LESS, CONTAINING 53 LOTS NUMBERED 78 THROUGH 160 INCLUSIVELY.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXCERPTIONS TO THE FOREGOING:

1. COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER, SECTION 22, THENCE NORTH 43°47'47'' EAST, 142.34 FEET, THENCE SOUTH 66°45'33'' EAST, 160.00 FEET, THENCE SOUTH 46°16'25'' EAST, 73.43 FEET, THENCE SOUTH 30°44'03'' WEST, 125.66 FEET, THENCE NORTH 71°00'15'' WEST, 92.18 FEET, THENCE SOUTH 32°32'21'' EAST, 134.71 FEET, THENCE 133°74'31'35'' EAST, 67.22 FEET, THENCE SOUTH 32°32'21'' EAST, 107.16' FEET, THENCE SOUTH 58°10'52'' EAST, 66.15 FEET, THENCE SOUTH 32°32'21'' EAST, 170.00 FEET, THENCE SOUTH 45°33'09'' WEST, 211.43 FEET, THENCE SOUTH 32°32'21'' EAST, 110.72 FEET, THENCE 400.00 FEET TO THE RIGHT WITH A DELTA OF 7°31'10'', A RADIUS OF 299.30 FEET, AN ARC OF 31.20 FEET; A CHORD A LENGTH OF 39.25 FEET, AND A CHORD BEARING OF SOUTH 20°46'46'' EAST, THENCE 31°20'58'' WEST, 119.07 FEET, THENCE SOUTH 22°45'50'' WEST, 366.54 FEET, THENCE NORTH 76°20'50'' WEST, 170.00 FEET, THENCE ALONG A CURVE TO THE LEFT WITH A DELTA OF 13°26'19'', A RADIUS OF 916.16 FEET, AN ARC OF 215.34 FEET, A CHORD OF 214.89 FEET, AND A CHORD BEARING OF SOUTH 32°52'54'' WEST, THENCE NORTH 40°33'44'' WEST, 84.10 FEET, THENCE NORTH 37°56'19'' WEST, 63.79 FEET, THENCE SOUTH 79°03'09'' WEST, 82.67 FEET TO THE NORTHEAST CORNER OF PARKE TRACTURE 72, SECTION 2, THENCE SOUTH 40°17'40'' WEST, 84.10 FEET, THENCE NORTH 26°12'41'' EAST, 262.81 FEET, THENCE NORTH 34°50'04'' WEST, 111.00 FEET, THENCE NORTH 26°28'59'' EAST, 177.72 FEET, THENCE NORTH 52°47'44'' WEST, 73.62 FEET, THENCE NORTH 67°35'29'' WEST, 220.71 FEET, THENCE NORTH 77°52'40'' WEST, 132.65 FEET, THENCE NORTH 21°41'06'' WEST, 130.65 FEET, THENCE NORTH 35°29'32'' WEST, 116.65 FEET, THENCE SOUTH 40°17'58'' WEST, 130.65 FEET, THENCE NORTH 46°03'25'' WEST, 110.61 FEET, THENCE NORTH 20°11'52'' WEST, 90.39 FEET, THENCE NORTH 37°17'21'' EAST, 174.64 FEET, THENCE NORTH 59°26'40'' EAST, 90.65 FEET, THENCE NORTH 05°08'08'' EAST, 203.64 FEET, THENCE NORTH 19°14'27'' WEST, 143.56 FEET, THENCE NORTH 50°22'14'' EAST, 565.19 FEET TO THE POINT OF BEGINNING, CONTAINING 42.23 ACRES MORE OR LESS, CONTAINING 53 LOTS NUMBERED 78 THROUGH 160 INCLUSIVELY.

NOTWITHSTANDING THE FOREGOING:

1. No building or structure shall be erected upon said real estate until such time as all pertinent permits, which permits are still to be issued by Parke County, Indiana, shall be issued by such county, that no building or structure as shown in the attached plans and specifications, which plans and specifications contain no restrictions, which restriction shall not be construed as being inconsistent with the laws which said restriction does not violate any zoning laws of Parke County, Indiana, shall be erected upon said real estate.

2. No building or structure shall be erected for residential purposes, no buildings shall be erected for business purposes, no building shall be erected in any lot other than as stated in the following table, except as otherwise provided in the zoning ordinance 58-6-03 as amended and now exists, in Parke County, Indiana:

REARING FENCE 4' HIGH, FRONT 6' HIGH, AS SHOWN ON THE PLOTS, OR ALTERED ON ANY LOT NEARER TO THE STREET THAN THE REARING FENCE, SEPARATING THE LINES SIMILARLY AS SHOWN, AND IN NO CASE OVER ONE AND ONE-HALF FEET HIGH, OR HALF FEET 21 FEET IN DEPTH, AND IN NO CASE OVER 21 FEET IN DEPTH, EXCEPT AS SHOWN ON THE PLOTS, OR AS SHOWN IN THE TABLE OF PERMIT REQUIREMENTS, WHICH ARE PREPARED WITHIN THE REARING FENCE, IN THE FORM OF A CHART, AND IN WHICH THE STAKES OF ANY EASEMENTS RESERVED OR OTHERWISE PLACED.

3. No building or structure shall be erected in any lot less than five acres, except as provided in the zoning table as follows:

4. No building or structure shall be erected on any lot, or on any part of any lot, which contains an area of five acres or more, which contains a non-residential unit in its initial construction.

5. No building or structure shall be erected on any lot or on any part of any lot which contains a building, which is not to be considered as a part of the building, which contains, a portion of the same, which is to be considered to represent an addition to the building.

6. No building or structure shall be erected on any lot which contains a building, which contains a non-residential unit, which contains a drainage facility, and which contains a water supply facility.

7. No building or structure shall be erected on any lot, nor shall any portion of any building which may at any time become an annoyance or nuisance to the neighbor.

E. AND STIPULATED OF A TIME THE MAIN RESIDENCE, THE BASEMENT, SHACK, GARAGE HOVED DATED OR USED OR A SWIMMING POOL SHALL BE

1. NO BUILDING, BOAT, YACHT, CANOE, OR OTHER PERSONAL PROPERTY IN FRONT OF THE SHACK MAY EVER AND IN SUCH A CON-

DITION AS THE ADDITION OR EXPANSION OF THE EXISTING SHACK,

2. THE ADDITION TO PARKE CTS IS SUBJECT TO ALL APPROPRIATE PERMITS AND MAINTENANCE AS A PORTION OF THE EXISTING SHACK, WHICH SPECIES A LOT AS THE SUBSTRATE OF THE EXISTING SHACK,

3. NO BUILDING, CHAMBER, CLOSET, OR OTHER CONSTRUCTION WHICH IS AN EXPANSION OF THE EXISTING SHACK,

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8. NO BUILDING, CHAMBER, CLOSET, OR OTHER CONSTRUCTION WHICH IS AN EXPANSION OF THE EXISTING SHACK,

9. NO BUILDING, CHAMBER, CLOSET, OR OTHER CONSTRUCTION WHICH IS AN EXPANSION OF THE EXISTING SHACK,

10. NO BUILDING, CHAMBER, CLOSET, OR OTHER CONSTRUCTION WHICH IS AN EXPANSION OF THE EXISTING SHACK,

6. NO STRUCURE OF A TEMPORARY NATURE, OR OUTBUILDING OF ANY KIND NOT CONNECTED TO THE MAIN RESIDENCE, INCLUDING, BUT NOT NECESSARILY LIMITED TO ANY TRAILER, TENT, BARN, SHACK, GARAGE, BARN, DOG HOUSE, OR OTHER OUTBUILDING, SHALL BE CONSTRUCTED, MOVED ONTO, OR USED ON ANY LOT AT ANY TIME, FOR ANY PURPOSE. NO ABOVE-THE-GROUND SWIMMING POOLS SHALL BE ERECTED OR PERMITTED UPON ANY LOT IN THIS SUBDIVISION.
- (A) NO TRAILER, BOAT, SNIPER, CAMPING EQUIPMENT, DISASSEMBLED MOTOR VEHICLE, OR SIMILAR RECREATIONAL PROPERTY SHALL BE STORED OR PARKED IN ANY MANNER WHATSOEVER IN FRONT OF THE HOUSE OR DWELLINGS LOCATED ON THESE LOTS, UNLESS THE RESIDENTS SHALL MAKE EVERY EFFORT TO KEEP THEM YARD AND LOT IN AN ATTRACTIVE MANNER AND IN SUCH A CONDITION THAT IT SHALL NOT DECTRACT FROM THE PROPERTY VALUE OF THE POSITION AND THE SOLE JUDGE AS TO WHETHER OR NOT IT IS BEING SO KEPT SHALL REMAIN IN THE ARCHITECTURAL CONTROL COMMITTEE, MEMBERS OF WHICH ARE PROVIDED HEREINAFTER.
7. THE ARCHITECTURAL CONTROL COMMITTEE (COMMITTEE) SHALL BE COMPOSED OF THREE (3) PERSONS FULLY APPOINTED FROM TIME TO TIME BY THE UNDERSIGNED OWNERS OF THIS DEVELOPMENT. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT IN REHSAF OF THE COMMITTEE. THE COMMITTEE SHALL HAVE EXCLUSIVE AUTHORITY TO FILE ITS MEMBERSHIP IN THE EVENT OF THE DEATH, RESIGNATION OR REPLACEMENT OF ANY MEMBER, PLANS, SPECIFICATIONS AND THE SITE PLAN OF EACH RESIDENCE TO BE CONSTRUCTED SHALL BE SUBMITTED TO THE COMMITTEE BY UNITED STATES MAIL OR PERSONAL DELIVERY AT POST OFFICE BOX 425, GREENWOOD, INDIANA, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF ANY SUCH IMPROVEMENT. THE COMMITTEE'S APPROVAL OR DISAPPROVAL SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) WILL FAIL TO APPROVE OR DISAPPROVE THE PROPOSED CONSTRUCTION WITHIN THIRTY (30) DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT IF NO SHELTERS HAS BEEN PROVIDED TO JOIN THE CONSTRUCTION PLOW TO THE COMMITTEE THEREIN, APPROVAL WILL NOT BE REQUIRED AND THE APPLICABLE COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLETED WITH THE FAILURE OF THE COMMITTEE TO ACT UPON ANY PLAN SUBMITTED SHALL NOT BE CONSIDERED A WAIVER OF THE REQUIREMENTS OF THESE COVENANTS AS TO ANY SUBSEQUENT CONSTRUCTION ON ANY OTHER LOT IN THIS DEVELOPMENT OR OF THE COMMITTEE'S AUTHORITY TO APPROVE ALL SUCH CONSTRUCTION IN ACCORDANCE HERWITH.
8. THE UNDERSIGNED OWNERS OF THIS DEVELOPMENT SHALL, UPON THE SALE AND CONVENTION OF THIRTY PERCENT (30%) OF ALL THE LOTS IN THIS DEVELOPMENT, DESIGN AS MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE (COMMITTEE). A MAJORITY OF THE COMMITTEE SHALL THEN CONSIST OF THE SAME OWNERS OF LOTS IN THIS DEVELOPMENT. THE REMAINDER AND MEMBER(S) OF THE COMMITTEE SHALL THEREAFTER BE DETERMINED AND DESIGNATED AS THE COMMITTEE AND A MAJORITY OF THE LOT OWNERS AND RESIDENTS SHALL DETERMINE FROM TIME TO TIME, NOTHING HEREIN, HOWEVER, SHALL BE CONSTRUED SO AS TO LIMIT THE APPLICABILITY OF THESE COVENANTS OR THE STANDARDS OF CONSTRUCTION PREVIOUSLY APPROVED BY THE COMMITTEE.
9. NO DWELLING IN THESE LOTS SHALL BE HAD SURFACE AND CONSTRUCTED IN A MANNER SO DANGEROUS THAT IT IS IN THE NEIGHBORHOOD. SAID DECISION AND JUDGEMENT ON CONSTRUCTION AND MAINTENANCE OF THESE DWELLINGS SHALL BE UNDER THE CONTROL OF THE ARCHITECTURAL CONTROL COMMITTEE.
10. NO DOWNSPOUT SHALL BE CONNECTED TO OR CAUSED TO DISCHARGE RAINWATER INTO ANY SANITARY SEWER.
11. NO OIL WELL, KEROSENE, GASOLINE, OIL, CHEMICALS, OR LIQUIDS, IN ANY FORM, SHALL BE DISPLAYED OR STORED UPON ANY LOT ELSEWHERE THAN ON THE REAR LINE, ONE SIDE OF THE HOUSE, OR REAR, PROVIDED THAT THE PROPERTY IS FOR SALE OR LET, OR SIGNS INDICATING ADVERTISING OF THE PROPERTY DURING THE ADVERTISING AND SALES PERIOD.
12. NO DRILLING, NO DEVELOPMENT, OPERATIONS, OIL REFINING, OIL WELLS OR INJECTION OF ANY KIND OR THE DRILLING OR PERMITTED USE OF ANY LOT, NOR SHALL OIL WELLS, TURBINES, PUMPS, HYDRAULICS, OR OTHERS BE LOCATED OR PLACED ON ANY LOT, NOR SHALL THE PIPELINE OR SYSTEM USED FOR FUEL IN FUGING FOR THE USE OF NATURAL GAS BE LOCATED, POSITIONED, OR PERMITTED UPON ANY LOT.
13. NO HORSES, CATS, DOGS, OR OTHER ANIMALS SHALL BE RAISED, BREED, OR kepT IN THE REAR LINE OR SIDE OF THE HOUSE, EXCEPT IN SANITARY CONTAINERS OR ENCLOSURES OF THE HOUSE, EXCEPT IN SANITARY CONTAINERS OR ENCLOSURES ON THE REAR LINE FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS, WHICH ARE KEEPT IN A CLEAN AND SANITARY CONDITION.
14. NO TAILED WALL, HOSE, OR OTHER PLANTING WHICH RESTRICTS SIGHT LINE AT THE REAR LINE, TWENTY (20) FEET AWAY, THEREAFTER, SHALL BE PLANTED OR POSITIONED IN THE REAR LINE, PROVIDED THAT THE REAR LINE IS A NON-INTERFERING LINE, IN THE CASE OF A TILED WALL, OR A TILED LINE, THE TILED LINE, PROVIDED THAT THE REAR LINE IS A NON-INTERFERING LINE, THE TILED LINE, PROVIDED THAT THE REAR LINE IS A NON-INTERFERING LINE, THE TILED LINE, PROVIDED THAT THE REAR LINE IS A NON-INTERFERING LINE, THE TILED LINE, PROVIDED THAT THE REAR LINE IS A NON-INTERFERING LINE.
15. NO SHEDS, CHEDDS, OR OTHER CONSTRUCTIONS WHICH ARE RESIDENTIAL USE AND NOT IN THIS SECTION, SHALL BE ERECTED WITHIN A REAS HARBOUR TIME, AND NO CONCRETE STRUCTURE SHALL BE PERMITTED TO EXIST IN ANY LOT FOR AN INDEFINITE PERIOD OF TIME AFTER CONSTRUCTION ON THE LOT.
16. CERTAIN OF THE LOTS IN THIS SECTION II SHALL BE CONSIDERED AND REFERRED TO HEREIN AS LAKE FRONTOE LOTS, OR SHORELINE SHORELOTS TO THE FUTURE COVENANTS AND RESTRICTIONS MADE APPLICABLE TO THEM IN THIS PLACE AND INHIBITTING THE OWNERS OF SUCH LOTS THE USE AND ENJOYMENT OF THE LAKE, SUBJECT THESE LOTS SUBJECT TO THE REQUIREMENTS OF THESE COVENANTS AND TO THE OTHER REQUIREMENTS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS PLACED OR AGREED BY THE DEVELOPER. THE LAKE FRONTOE LOTS IN THIS SUBDIVISION SHALL BE THE FOLLOWING LOTS, AS MARKED:
- Lots 43, 44, 45, 46, 47, 48, 49, 100, 111, 112, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, and 118.
17. THE USE AND MAINTENANCE OF THE LAKE IN THIS SECTION II ARE RESTRICTED TO THE LAKE FRONTOE LOTS AND ALL CONSTRUCTION UPON THESE LOTS SHALL BE SUBJECT TO AND GOVERNED BY THE COVENANTS AND RESTRICTIONS AS CONTAINED IN THIS DEED, AS WELL AS, WITH RESPECT TO THE USE AND MAINTENANCE OF THE LAKE, THE REQUIREMENTS AND ORDERS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS AS AGREED BY VALLEY RIDGE, INC., THE DECLARATION OF COVENANTS AND RESTRICTIONS AS AGREED TO THEM IN THE COVENANTS AND RESTRICTIONS AS ARE HERETO AGREED BY VALLEY RIDGE, INC., IN THE STATED MAINTENANCE OF THE LAKE PER LOT, INCLUDING THE ABOVE-STATE LAKE LINES, RESERVED THEREIN, AND MAY PROVIDE, AMONG OTHER THINGS, FOR THE FOLLOWING:

- (A) THE CREATION OF AN LAKE ASSOCIATION, INC, AND THOSE OF CONVINED,
- (B) THE PRESERVATION OF THE PLAT OF THE COMMON OR FRONTAGE LOTS, WHO SHOULD,
- (C) THE MAINTENANCE AVAILABILITY FOR OWNERS OF THE LAKE RIDGE FARMS LAKE, ASSESS,
- (D) THE MAINTENANCE AND RE-MAINTENANCE OF LAKE,
- (E) THE CREATION OF LEISURE PERTAINING COSTS OF
- (F) SUCH OTHER MATTERS AS SUCH DECLARATIONS, OR COVENANTS, AS PLACED OR REPELLED IN THE PLAT OF THE LAKE, FRONTAGE LOTS OF THE ASSOCIATION, AS WELL AS PAY CHARGES AND ASSESSMENTS OF THE ARTICLES OF INTRINSIC COVENANTS AND RESTRICTIONS,
18. THE LOT LINES OF ALL LOTS IN PLAT WITHOUT REGARD TO THE PLAT OF THE LAKE, FRONTAGE LOTS,
19. NO CONSTRUCTION OF ANY RESIDENCE UNTIL THE ENDPOINT SHOWING THE PROPOSED TIME OF BUILDING BY THE DEVELOPER, UNLESS THE ENDPOINT, HOWEVER, HAS BEEN TAKEN ANY ACTS IN A CONSTRUCT HAMMER THE WATER CAPACITY OR FLOW OF SURFACE WATER OVER THE LAKE, OR
20. NO MOTORS OF ANY KIND SHALL BE PLACED UPON THE LAKE EFFECTIVE THE LAKE PROPERTY,
21. NO FENCES OF ANY KIND SHALL BE ERECTED AT THE REAR OF THE REAR LINE, NOR SHALL BE ERECTED OR PERMITTED TO BE REAR LINE THAN A POINT IN RESIDENCE CONSTRUCTED IN SUCH PLAT,
22. THESE COVENANTS ARE TO RUN AND REMAIN IN FOREVER, UNLESS OR OTHERWISE AGREED TO BY THE OWNERS, AFTER WHICH TIME THE OWNERS, WHETHER THEY ARE LIVING OR DEAD, SHALL BE DEEMED AS WELL AS A
23. THESE COVENANTS ARE TO RUN AND REMAIN IN FOREVER, UNLESS OR OTHERWISE AGREED TO BY THE OWNERS, WHETHER THEY ARE LIVING OR DEAD, OR IN THE CASE OF A DEATH, THE OWNERS, WHETHER THEY ARE LIVING OR DEAD, SHALL BE DEEMED AS WELL AS A
24. THESE COVENANTS ARE TO RUN AND REMAIN IN FOREVER, UNLESS OR OTHERWISE AGREED TO BY THE OWNERS, WHETHER THEY ARE LIVING OR DEAD, OR IN THE CASE OF A DEATH, THE OWNERS, WHETHER THEY ARE LIVING OR DEAD, SHALL BE DEEMED AS WELL AS A
25. IN WITNESS WHEREOF, THIS INDENT WILLIAM E. VAN HOY, JR., AS PER WRITTEN TESTAMENT, 26 DAY OF

*William E. Van Hoy Jr.*

26th day of January, in the year of our Lord One Thousand Nine Hundred and Sixty Seven, in the State of Indiana, in the City of Greenwood, Indiana, at their residence, in Greenwood, Indiana, the day above mentioned.

IN WITNESS WHEREOF, THIS INDENT WILLIAM E. VAN HOY, JR., AS PER WRITTEN TESTAMENT, 26th DAY OF

January, 1967.

- (A) THE FORMATION OF AN INDIANA NOT-FOR-PROFIT CORPORATION, "VALLEY RIDGE FARMS LAKE ASSOCIATION, INC.", TO WHICH THE SAID LAKE PROPERTY AND RESERVED EASEMENTS SHALL BE CONVEYED;
- (B) THE RESERVATION OF THE LAKE PROPERTY AND ADJACENT EASEMENTS AS SHOWN ON THIS PLAT FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF THE AFOREMENTIONED LAKE FRONTAGE LOTS, WHO SHALL BE THE MEMBERS OF VALLEY RIDGE FARMS LAKE ASSOCIATION, INC.;
- (C) THE MARKS AVAILABLE ON THE LAKE PROPERTY FOR USE BY OTHER PERSONS OTHER THAN THE OWNERS OF THE LAKE FRONTAGE LOTS IN SUCH MANNER AS THE MEMBERS OF VALLEY RIDGE FARMS LAKE ASSOCIATION, INC., MAY DETERMINE FROM TIME TO TIME;
- (D) THE MAINTENANCE AND REPAIR OF THE LAKE PROPERTY, THE PAYMENT OF TAXES AND MAINTENANCE OF INSURANCE THEREON AND OTHER MATTERS RELATING TO THE USE AND MAINTENANCE OF THE LAKE PROPERTY;
- (E) THE CREATION OF LEADS FROM THE LAKE FRONTAGE LOTS FOR FAILURE TO PAY PROMPTLY RATES OR FOR MAINTENANCE, REPAIRS, TAXES AND INSURANCES; AND
- (F) SUCH OTHER MATTERS AS ARE DEEMED APPROPRIATE BY VALLEY RIDGE FARMS, INC.

SUCH DECLARATIONS OF COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM THE TIME IT IS PLACED OF RECORD IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AFFECTING ALL OF THE LAKE FRONTAGE LOTS DEFINED HEREIN, AND SHALL BE BINDING AND EFFECTIVE UPON ALL SUBSEQUENT OWNERS OF SUCH LOTS.

**ASSESSMENTS:**

EVERY OWNER OF EVERY LAKE FRONTAGE LOT IN THIS ADDITION SHALL, AND DOES BY THE ACCEPTANCE OF OWNERSHIP THEREOF, AS A CONDITION PRECEDENT TO OWNERSHIP, COVENANTS AND AGREES TO PAY CHARGES AND ASSESSMENTS TO VALLEY RIDGE FARMS LAKE ASSOCIATION, INC. IN ACCORDANCE WITH THE ARTICLES OF INGURIMENT AND BYLAWS OF THE ASSOCIATION, AND THE DECLARATION OF COVENANTS AND RESTRICTIONS.

19. THE LOT LINES OF ALL LOTS HAVING FRONTAGE ON THE LAKE SHALL REMAIN AS SHOWN ON THIS PLAT WITHOUT REGARD TO ANY CHANGE IN THE ESTABLISHED LAKE SHORE LINE OR THE LAKE WATER LEVEL FROM TIME TO TIME.

20. NO CONSTRUCTION OF ANY RESIDENCE UPON ANY OF THE SAID LAKE FRONTAGE LOTS SHALL COMMENCE UNTIL THE CONSTRUCTION PLANS, SHOWING A PROPOSED ELEVATION PLAN SHOWING THE PROPOSED FINAL SHORE ELEVATIONS FOR THE ENTIRE LOT, ARE FIRST APPROVED IN WRITING BY THE DEVELOPER, VALLEY RIDGE FARMS, INC., OR ITS ENGINEER. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO OWNER OF ANY LAKE FRONTAGE LOT SHALL TAKE OR CAUSE TO BE TAKEN ANY ACTION IN CONSTRUCTION UPON SUCH LOT OR OTHERWISE, WHICH WILL AFFECT IN ANY MANNER THE WATER CAPACITY OR LEVEL OF THE LAKE AS SHOWN ON THIS PLAT OR THE NATURAL FLOW OF SURFACE WATER OVER THE EASEMENTS AS FESTIVED IN THIS PLAT.

21. NO MOTORS OF ANY KIND SHALL BE USED OR PERMITTED TO PROPEL ANY BOAT, SKI, OR OTHER WATERCRAFT UPON THE LAKE EXCEPT AS SUCH MAY BE NECESSARY FOR THE REPAIR OR MAINTENANCE OF THE LAKE PROPERTY.

22. NO FENCES OF ANY KIND SHALL BE ERECTED OR PERMITTED TO REMAIN ON OR WITHIN THE EASEMENT RESERVES AT THE REAR OF EACH OF THE LAKE FRONTAGE LOTS OR WITHIN TWENTY FEET (20') OF THE REAR LOT LINE, NOR SHALL ANY ENCLOSURE SCREEN EXCEEDING FORTY FEET (40') IN HEIGHT BE ERECTED OR PERMITTED TO REMAIN IN THE REAR YARD OF ANY LAKE FRONTAGE LOT NEARER THE REAR LOT LINE THAN A POINT MIDWAY BETWEEN THE REAR LOT LINE AND THE REAR OF THE RESIDENCE CONSTRUCTED IN SUCH LOT.

23. THESE COVENANTS AND CONDITIONS SHALL BE BINDING ON ALL PARTIES AND THEIR HEIRS, EXECUTORS, CLAIMITORS AND SUCCESSORS FOR A PERIOD OF 25 YEARS FROM THE DATE THESE COVENANTS ARE RECORDED. AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY RE-COUPLED FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS AN INSTRUMENT IS SIGNED BY THE MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN PREVIOUSLY RECORDED, AGREEING TO CHANGE THEM IN WHOLE OR IN PART.

24. NOTWITHSTANDING ANY ONE OR MORE COVENANTS, BY JUDGEMENT OR ORDER OF COURT, JUDGMENT OR DECREE, WHICH COULD BECOME AFFECT ANY OR SOME OF THE PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

25. NO COVENANT SHALL BE BY REREFUSAL AT LAW, OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN OR TO OBLIGE OR TO REQUIRE, BUT ONLY THE NECESSITY OF PAYING ACTUAL DAMAGES FOR INFRINGEMENT AND VIOLATION OF THESE COVENANTS AND RESTRICTIONS SHALL BE CLEARED INTO THE MARION COUNTY DEVELOPMENT COMMISSION OF INDIANAPOLIS, MARION COUNTY, INDIANA, AND TELL ALL PERSONS LIVING PROPERTY WITHIN THIS SUBDIVISION.

26. THE ABOVE COVENANTS ARE SUBJECT TO THE APPLICABILITY RULES AND REGULATIONS OF THE MARION COUNTY DEVELOPMENT COMMISSION, DIVISION OF PLANNING AND ZONING, MARION COUNTY, INDIANA, OR MARSHALL, INDIANA, AS THE CASE MAY BE.

IN WITNESS WHEREOF, THE INDIVIDUALS HAVE BEEN EXEMPTED BY THE UNDERSIGNED, WILLIAM F. VAN HOY, JR., AS PRESIDENT AND MICHAEL J. KEE, AS SECRETARY, RESPECTIVELY, OF VALLEY RIDGE FARMS, INC., AND IN BEHALF OF SUCH OWNERSHIP, THIS 25<sup>th</sup> DAY OF October, 1977.

*Michael J. Kee*  
MICHAEL J. KEE

*William F. Van Hoy, Jr.*  
WILLIAM F. VAN HOY, JR.

STATE OF INDIANA

1977

I, THE UNDERSIGNED, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT WILLIAM F. VAN HOY, JR., AS PRESIDENT AND MICHAEL J. KEE, AS SECRETARY, RESPECTIVELY, OF VALLEY RIDGE FARMS, INC., PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INDEMNITY, AT THEIR FULL AUTHORIZED ACTS, THIS 25<sup>th</sup> DAY OF October, 1977.

*Rosemary T. Wysor*  
ROSEMARY T. WYSOR  
NOTARY PUBLIC

NOTARY PUBLIC EXPIRES September 24, 1980

I, ROGER L. PARK, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT THIS IS A CORRECTLY PRESENTED SURVEY COPIED AND INDEXED ON MY RECORDS IN FEBRUARY, 1977, AND THAT THE MONUMENTS SHOWN ACTUALLY EXIST AND THEIR VERTICES ARE ACCURATELY INDICATED.

*Roger L. Park*  
ROGER L. PARK - I.S.S. #50029

DATED: October 26, 1977



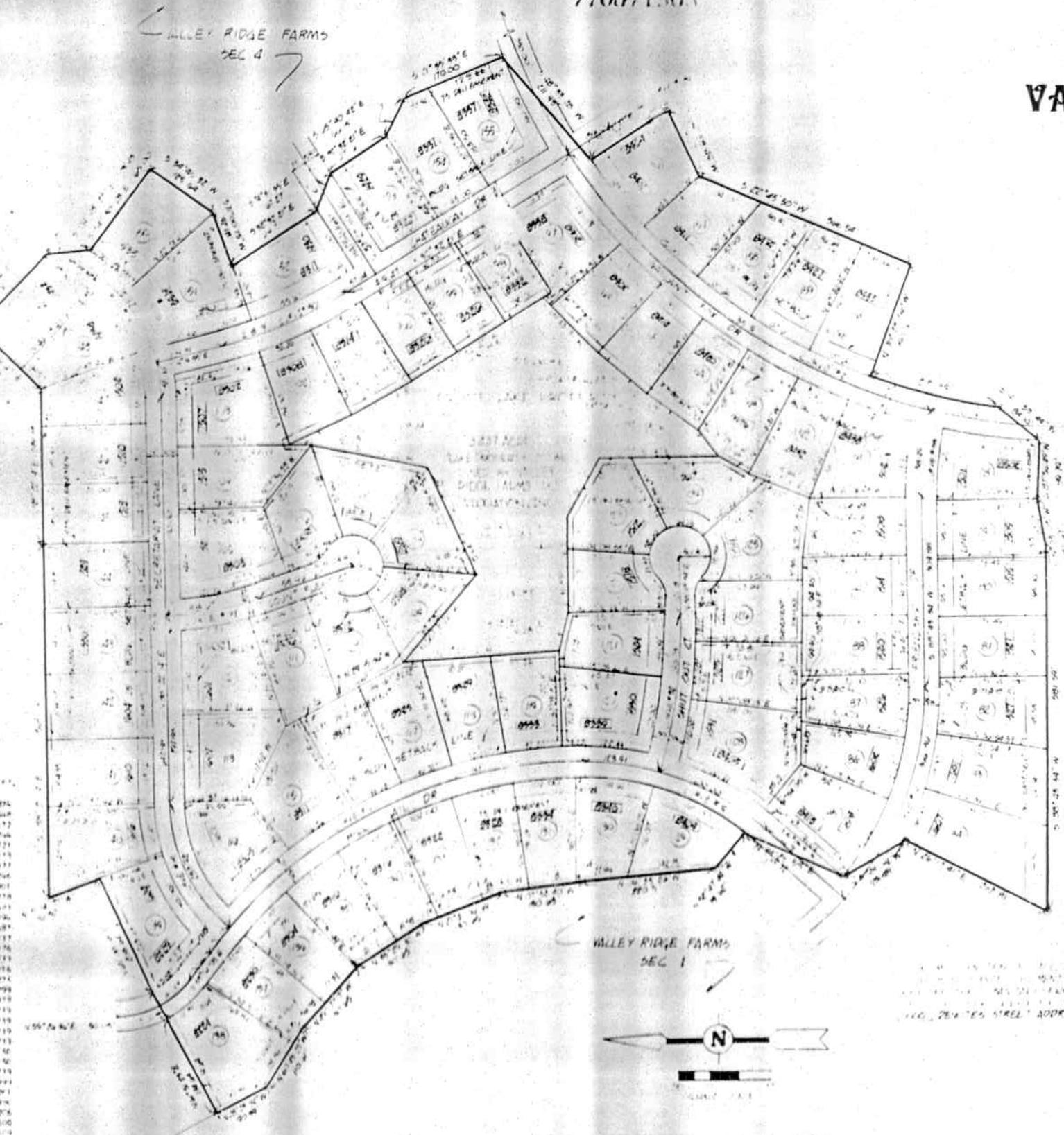
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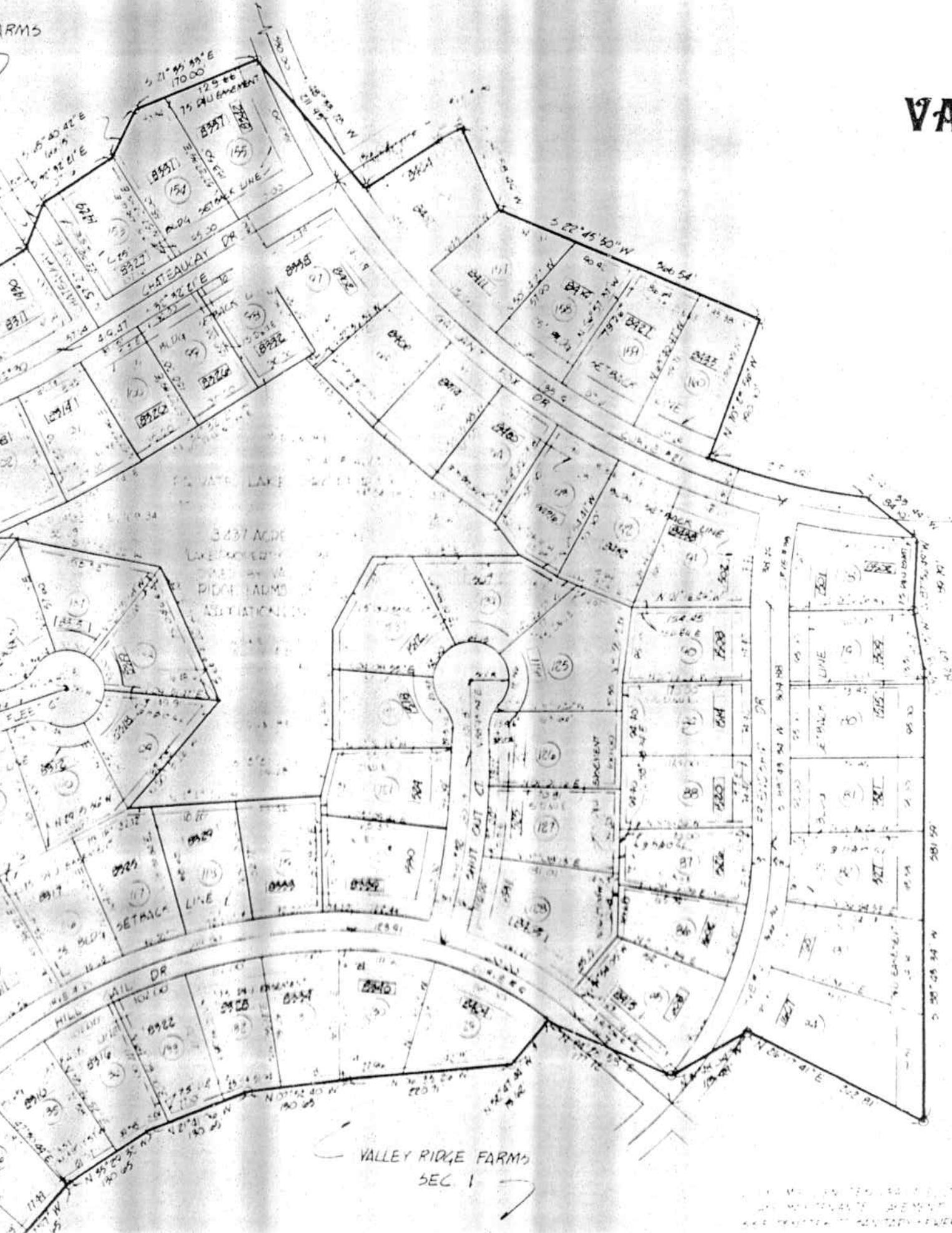


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