

**COVENANTS
(WHITE HORSE ESTATES)**

RESTRICTIONS, COVENANTS, ROADWAY CONSTRUCTION AND MAINTENANCE FUND AGREEMENT, RULES, REGULATIONS, CONDITIONS, AGREEMENTS, EXEMPTIONS, ASSESSMENTS, PROVISIONS, AND PENALTIES AGREEMENT

1. Comes now RAYMOND E. MEANS, hereafter referred to as "SELLER", including his heirs and/or assigns. This document contains written restrictions, covenants, roadway construction and maintenance fund agreement rules, regulations, conditions, agreements, exemptions, assessments, provisions, and penalties as rules and governing restrictions for this parcel of land to become known as part of "White Horse Estates" and must be strictly followed by the Purchaser of this parcel of land. Purchaser is agreeing to all of the following listed conditions. Monetary and punitive penalties as deemed necessary by these covenants can be enforced by the Homeowners Committee or by the Seller, who reserves the option but is not obligated to until December 15, 2001, for any violation of these restrictions; covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements, exemptions, assessments, provisions, and penalties.
 2. The house must be at least 900 square feet above ground level living area. The double-wide, modular home, or mobile home must be at least 900 square feet above ground level living area. The square footage of the house, double-wide, modular home, or mobile home must meet local plan code if they should require more than 900 hundred square feet for the above ground level living area. All roof pitches must be at least a minimum of a 4 - 12 on the house and all out-buildings. A roof pitch minimum shall not be required on a double-wide or a modular home or a mobile home.
 3. All construction shall be completed on the exterior of the house within one (1) year from start of construction, with site graded, sodded or seeded. All construction shall be completed on the exterior of any out-buildings including but not limited to a pole barn or garage within three (3) months from start of construction, with site graded, sodded or seeded. The premises shall be kept and maintained during and after construction in a neat, sightly, and orderly manner. Notice before the beginning date of construction of either the house, garage, pole barn or any out-buildings must be given to the President of the Homeowners Committee and the Purchaser shall have one (1) year for final outside completion of the house and landscaping and three (3) months for the exterior final outside completion of any out-buildings, including but not limited to a pole barn or garage and landscaping. All residences must have private bathroom facilities.
 4. Any remodeling or add-ons must be of the same materials, workmanship, design, quality, and appearance of any existing structure being remodeled, including any house, garage, pole barn, or out-buildings.
 5. The house, out-buildings, pole barn, or garage shall be kept in good repair, good paint or stain condition and general appearance must be kept neat by the Purchaser.
 6. Only one (1) single-family dwelling is allowed on this lot.
 7. A double-wide, a modular home, or a mobile home is permitted on the lot, if it is in good condition inside and the outside is in excellent paint and body and window condition with no rust, and as long as it is installed on a permanent foundation within thirty (30) days of the arrival of the modular, double-wide, or mobile home on the lot. No double-wide, modular home, or mobile home manufactured before 1976 will be permitted on the land. Any double-wide, modular home, or mobile home must be the only dwelling on the lot and must meet all local planning and zoning ordinances and requirements. The mobile home must be at least 14 feet wide. Also, the mobile home must comply with Federal Manufactured Home Construction and Safety Standards dated June 15, 1976 and amendments, or whatever requirements are required by all local planning and zoning ordinances and requirements at the time the mobile home is installed on the land.
 8. Unused or broken appliances shall not be left outside.

9. Any dwelling or garage or pole barn or out-building on this lot destroyed in whole or in part by fire, windstorm, or for any other reason, must be removed and all debris removed and the lot restored to a slightly condition within three (3) months for the house and one (1) month for the out-buildings, garage, or pole barn. If house, out-building, pole barn, or garage is rebuilt after the fire, all items of this document shall be complied with.
10. No lot shall have more than one building for dwelling purposes erected upon the lot. No such one family dwelling may exceed three stories in height and shall be limited to single family use.
11. No construction materials to be stored on the land, except during the one (1) year construction of the home, or the three (3) month construction of the out-building, pole barn, or garage. However, construction materials can be stored inside at any and all times.
12. No basement, tent, camper, garage, or any structure of a temporary character can be used as a residence temporarily or permanently, except during the one year construction of the house. Neither will any mobile home be permitted on the land or allowed on the land, or parked on the land, unless it is used as the only residence on the lot and unless it meets all conditions required by this document.
13. Trash and garbage must be removed at least once a week from the property.
14. All vehicles must have legal and current year license plates and be in operating condition unless parked inside. No more than ten (10) licensed vehicles are to be parked outside except for special occasions such as holidays, birthdays, and deaths.
15. Grass on all lots must be cut at least three (3) times each year, by June 1st, August 1st, and October 1st yearly. However the Seller is exempt from any grass mowing in White Horse Estates on any lots he owns or has any interest in.
16. Proper mufflers are to be kept on all vehicles, recreation equipment, and anything mechanical that uses fuel. Also, no outside loud radios, tape players, or bands are allowed.
17. Dirt bikes are not allowed to be used on the land or on the roads.
18. Purchaser agrees to keep their children, pets, and visitors from unwanted trespassing on other peoples property. Any pets off Purchaser's property must be supervised and on a leash.
19. Purchasers shall be responsible to teach and show their children and visitors their own property lines. Rocks on the roadways are not be thrown by anyone. It is the responsibility of the parents or guardians to teach their children, and visitors' children not to be throwing the rocks that are on the roadways. Also the signs and mailboxes on the easements are to be protected from any damage from rock throwing.
20. The killing of birds or wild life shall not be permitted. This does not include snakes. Dogs and cats are permitted on the property, but not to exceed a total of three (3). It shall be the responsibility of the lot owner to see to it the dogs outside shall not be continually barking and causing a nuisance to other lot owners. Animals are permitted on the land except no animals are permitted on less than 2 1/2 acres. No exotic pets whatsoever, neither any pot bellied pigs, snakes, lions, tigers, leopards, or monkeys or anything from the monkey family shall be allowed on this lot. No hogs or chickens are allowed on this lot. Also, no dog kennels or no commercial raising of pets or animals are allowed.
21. Fireworks will only be allowed on July 4th and New Year's Eve. The use at any other time is prohibited. The use of firearms, bow and arrows, bee- bee guns, air-rifles, pellet guns, dart guns, sling shots, steel traps or snares is prohibited and shall not be used on this lot by the Purchasers, neither by their heirs, or assigns, nor by anyone on the land by permission from the owners, their heirs or assigns. Upon notification of a violation of the above restriction, an officer of the Homeowners committee or an official of a law enforcement agent may enter the property (but not the residence) to investigate without it being considered a trespass or violation of privacy.
22. The cost of installing and maintaining the water wells, septic systems, and utilities are the total responsibility of the Purchaser. The Seller or his representative must agree to the location of the septic and well prior to the disturbing of any soil or the installing of any structure. The septic and well location must be established within 30 days of the purchase of any lot.
23. All private driveway entrance culvert pipe (except existing culvert pipe) shall be at least 12 inches in diameter and not less than 60 feet in length, on the two ditches on each side of Buffalo

24. Lane (and its side roads), and 30 inches in diameter and 30 feet in length for the small creek approximately 100 feet south of the center line of Buffalo Lane. The Purchaser agrees to erect a board fence (at Purchaser's expense) on the Purchaser's property, except no board fence is required on Lots 6, 8, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 37, and 38. A board fence is only required on the west side of lots 20, 35, and 36. A board fence is only required on the west and north side of lot 25. A board fence is only required on the west and south side of lot 30. A board fence is only required on the north side of lots 26, 27, 28, 29, 9, 10 and 11. A board fence is only required on the south side of lots 1, 2, 3, 4, 5, 7, 31, 32, 33, and 34. No other type of fence shall be allowed on the above mentioned area. The board fence shall be fifty-two (52) inches tall, with four (4) six inch wide, one (1) inch thick, treated boards, spaced evenly, and with 8 foot long treated landscape timbers for the fence posts spaced 7 1/2 feet to 8 feet apart. Also with one (1) six inch treated board in an upright possession facing the roadway at each fence post. The board fence is not for the purpose of keeping any animals or persons inside or outside the fence. The board fence must be installed within one (1) year of the purchase of the property. All board fences shall be installed by a professional fence builder and kept in good repair. All board fences shall remain unwarranted. All board fences shall be installed on the outside roadway easement lines looking from the center of the roadway toward the lots. Also, the area from the board fence to the center of the traveled roadway must be kept mowed at least three (3) times each year by June 1st, August 1st, and October 1st. However the Seller is exempt from any grass mowing on any lots he owns or has any interest in White Horse Estates. As a condition of the sale of this property, the cost of installation of any roadways or roadway easement construction or roadway maintenance in White Horse Estates including but not limited to Buffalo Lane (and its side roads) and Buffalo Drive and Buffalo Court, shall not be the responsibility of the Seller. However, the Seller shall have the right to full use of the easements and roadways.
25. The Seller reserves the first right until December 15, 2001, but is not obligated, to designate where the stone is placed for Buffalo Lane (and its side roads) and Buffalo Drive and Buffalo Court placed that is paid for by the roadway fund.
26. No trees or fences or signs (except if otherwise stated differently in this document) shall be placed on or across the easements or right-of-ways. No gates, speed-bumps, deterrents or obstructions whatsoever shall be placed on or across the easements or right-of-ways except as stated above in this paragraph. No plants or trees or shrubs or flowers to be planted on the easements or right-of-ways. Speed limits shall not exceed 15 M.P.H.
27. The Purchasers using Buffalo Lane, on the 1st due date after the purchase of their lot, shall pay \$300 a year as follows: \$100.00 due on April 1; \$100.00 due on September 1; and \$100.00 due on December 1 of each year, into a "White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund" managed by the Homeowners Committee, and continue paying this amount until construction begins on the house. The Purchasers using Buffalo Lane, when the beginning of the construction of their house begins, shall pay \$600 per year on the 1st due date as follows: \$200.00 due on April 1; \$200.00 due on September 1; and \$200.00 due on December 1, into the White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund managed by the Homeowners Committee, starting on the first due date after construction begins of their house and continue paying this amount until December 15, 2001. The Purchasers using Buffalo Drive, on the 1st due date after the purchase of their lot, shall pay \$300 a year as follows: due on April 1, and September 1, and December 1 of each year, into a "White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund" managed by the Homeowners Committee and continue paying this amount until December 15, 2001. The Purchasers using Buffalo Court, on the 1st due date after the purchase of their lot, shall pay \$300 a year as follows: due on April 1, and September 1, and December 1 of each year, into a "White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund" managed by the Homeowners Committee and continue paying this amount until December 15, 2001. This amount may be changed by a vote of 75% of the then lot owners, no sooner than December 15, 2001. As of the signing of this document, payments should be mailed to Mary Ann Layd, P. O. Box 1572, Martinsville, IN 46151, 765/349-1960.

29. The roadway easements and traveled roadways on Buffalo Lane (and its side roads) and on Buffalo Drive and on Buffalo Court, or any other roadway easements and traveled roadways on what shall be known as White Horse Estates, shall not be a play ground for children, adults, pets, or animals. Except for travel to any 38 lots in White Horse Estates or travel to Buffalo Road, the riding of bicycles, horses, 3- or 4-wheelers, go-carts, all-terrain vehicles, Odysseys, or unlicensed vehicles shall not be ridden or used on the roadway easements or traveled roadways on Buffalo Lane (and its side roads), Buffalo Drive and Buffalo Court, or any other roadway easements and traveled roadways on what shall be known as White Horse Estates. This does not include unlicensed maintenance vehicles working on the roadways or easements in White Horse Estates. No animals are allowed to graze or remain on the roadway easements.
30. All lot owners, their heirs and/or assigns who's land becomes a part of White Horse Estates, are members of the Homeowners Group as long as they own property here. The Homeowners Group shall elect a committee of 3 persons which shall be known as the Homeowners Committee. The first election shall be December 15, 2001. On December 15th of each 5th year, they may replace new officers or re-elect the existing officers and vote on the amount to pay into the White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund and they shall vote to change or add to or take away any of the covenants. Until the first meeting at 8:00 p.m. on December 15, 2001, the following volunteers who plan to purchase property here and agree to serve without pay shall be the officers of the Homeowners Committee. They shall be Tony Sims (4455 Buffalo Lane, Martinsville, IN 46151, 765/349-6369), the President; James Dyer (4485 Buffalo Lane, Martinsville, IN 46151, 765/349-8873) shall be the Vice President; and Kim Sims shall be the Secretary-Treasurer. The person assigned to take care of all accounting for the Fund (Mary Ann Land, at the signing of this document) shall be paid \$1,200.00 per year during the term of their service, as follows: \$400 on April 1st, September 1st, and December 1st from the White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund. Seller agrees to pay \$50.00 per month into the White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund until 10 lots have been purchased in White Horse Estates. Mary Ann Land will send notices three times per year of balances into the fund. If an officer refuses to fulfill their duty, or does not perform their duties satisfactorily, then the Homeowners Association shall call an emergency meeting and elect another officer by a 75% vote of all White Horse Estates lot owners who chose to come and vote. The first meeting at 8:00 P.M. on December 15, 2001 will be at the President's home and each time thereafter until changed by a vote of 75% of the then lot owners at the meeting each 5th year. In the event that any Board Members quit their positions, or dies, or sells their lot and moves away from White Horse Estates, or does not perform their duties satisfactorily to Seller, the Seller reserves the right or option to appoint replacements until December 15, 2001. After December 15, 2001, the replacements shall be decided by the Homeowners Association.
31. The Homeowners Committee shall have the right to enforce the restrictions, covenants, rules, regulations, conditions, agreements, penalties, and assessments. The Homeowners Committee shall establish a banking account known as the White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund. All moneys collected by the Homeowners Committee shall be deposited in the White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund by the 10th of the month following the due date of the assessment or penalty. The President and Vice President of the Homeowners Committee has the responsibility to make decisions concerning the construction and maintenance of the road, known as Buffalo Lane and the roadway ditches. The roadways known as Buffalo Lane (and its side roads) and Buffalo Drive and Buffalo Court, will be the only roadways to receive any maintenance or construction from the White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund.
32. If any assessment for the White Horse Estates Homeowners Non-Profit Roadway Construction and Maintenance Fund is not paid on the date when due, then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof, as hereinafter provided, on the lot subject to the assessment, binding upon the then Contract Purchaser or Owner, his heirs, devisees, successors and assigns. However, no penalty

- or assessment shall be brought upon or charged against Raymond E. Means, the Seller, on any 1 that he owns or has any interest in. Neither shall any assessment or penalty be brought upon or charged against Raymond E. Means, the Seller, on any lot he buys back or re-sales and retains any interest in what shall be known as White Horse Estates. The personal obligation of the Contract Purchaser or Owner of a lot to pay such assessments, however, shall remain his person obligation and shall not pass to his successors in title. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate of 10% interest, and the homeowners group may bring an action at law against the Contract Purchaser or Owner personally obligated to pay the assessment. There shall be added to the amount of such assessment interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs, including court costs, of the action and any expenses related to the collection of the assessment. No Contract Purchaser or Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot. The homeowners group, or its successor shall have the right to enforce, by any proceeding at law or in equity, all rules, regulations, assessments, agreements, penalties, restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this declaration. Failure by the association or its successor to enforce any provisions of this document herein contained shall in no event be deemed a waiver of the right to do so thereafter.
33. Roadways are accepted "as is" by the Purchaser and it is understood by the Purchaser that some roadways are only one lane and some unimproved. As a condition of the sale of this property, the Seller, shall be EXEMPT forever from any roadway maintenance or roadway construction or monthly assessments on any existing easements or roadways, or on any future roadways to be built or on any further easements. However, the Seller has the right to full use of the easements and roadways. However this EXEMPTION also applies on any present land the Seller owns, or any future land purchased by the Seller which may be added to White Horse Estates. The Purchaser shall also be totally responsible for obtaining any and all Federal, State and Local permits as required by any of these agencies.
34. The Seller, any utility company, or anyone authorized to do construction or maintenance work on the ditches, roads or easements, shall have the right to cut, trim, or remove any trees or do any work on the easement at any time they deem necessary without asking permission or without giving notice to the owner of the land. All utifhes must be underground (if the utility company: co-operate) across each private lot leading from Buffalo Lane, Buffalo Drive, or Buffalo Court to the house or out-buildings. The Purchaser shall not hold the Seller or the utility companies responsible for any damage done from any work being performed on the easements, or the installation of any utility lines, or for any damage to the trees adjoining the easements resulting from any work the Seller or the utility companies perform on the easements.
35. The Seller and any of his future Purchasers who may buy any land north or south of White Horse Estates, reserves the right to use any existing roads and roadway easements to get to any land north or south of existing White Horse Estates, as White Horse Estates is presently represented by a survey as of April 4, 1997 and to buy and sale land in those areas. However any new lots or land the Seller sells to other Purchasers using White Horse Estates' roads and roadway easements, these Purchasers will be required to pay into the White Horse Estates Roadway Fund in an equal amount as any other lot owner in White Horse Estates for the particular road the Purchasers use whether it be Buffalo Lane, Buffalo Court, or Buffalo Drive. The Seller will not be required to pay into the White Horse Estates Roadway Fund. However the Seller reserves the right of full use of the roadways and roadway easements.
36. No signs allowed on the land, except signs installed and maintained by the Seller on the sign easements during any period of time the Seller has any interest in any property that he owns or sells on contract in what shall be known as White Horse Estates, or any land he owns, buys, or sells that adjoins White Horse Estates until December 15, 2001. Seller may install and maintain signs on any sign easement without any fee whatsoever being charged to the Seller by the Purchaser. Seller shall reserve the option to leave any sign or any sign easement, or install or work on any sign for as long as he has any interest whatsoever in White Horse Estates or any

- land he has adjoining White Horse Estates. Purchaser shall not charge Seller any fee whatsoever for any signs Seller has or installs or maintains or leaves on the sign easements until December 15, 2001.
37. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of the law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to any owners of any lots in this White Horse Estates and to their successors, heirs and/or assigns, except as set out otherwise in the provisions of this document.
38. This land and any improvements thereon is being sold "as is", and is being bought "as is".
39. It must be agreed by the Purchaser that the Seller reserves the option, but is not obligated to enforce any, or all, or none of the above restrictions, covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements, provisions, and penalties, until December 15, 2001.
40. All the above restrictions, covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements, exemptions, assessments, provisions, and penalties shall remain in full force until December 15, 2001 and shall be automatically extended for successive periods of 5 years unless changed by vote of a 75% majority of the then owners of the lots covered by these restrictions, covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements, exemptions, assessments, provisions, and penalties, in whole or in part.
41. All the above restrictions, covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements, exemptions, assessments, provisions, and penalties shall not be modified or changed before December 15, 2001.
42. All of the above restrictions, covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements, exemptions, assessments, provisions, and penalties shall follow this lot of land and become obligations on the present Purchaser, their heirs, and assigns and all future Purchasers, their heirs and assigns except as set out otherwise in the provisions of this document.
43. Invalidation of any one of the foregoing restrictions, covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements, exemptions, assessments, provisions, and penalties by judgment or court order shall in no way affect any of the other restrictions, covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements, exemptions, assessments, provisions, and penalties which shall remain in full force and effect.
44. It must be agreed that the Purchasers have read and understand, and voluntarily agree to all of the above restrictions, covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements, exemptions, assessments, provisions, and penalties, and want them and want to voluntarily agree to abide by them.
45. The signing of this document makes void and of no effect any previous statements, concerning covenants, oral or written, pertaining to anything whatsoever, concerning what shall be known as White Horse Estates or concerning this lot of land. If there is a conflict or difference or omission between this document and any previous land contract or any future land contract pertaining to White Horse Estates, the covenants and anything in this document shall supersede and prevail.

IN WITNESS WHEREOF, Raymond E. Means has executed this instrument on this 16th day of February, 1998.

Raymond E. Means
Raymond E. Means

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared **Raymond E. Means** who acknowledged the execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

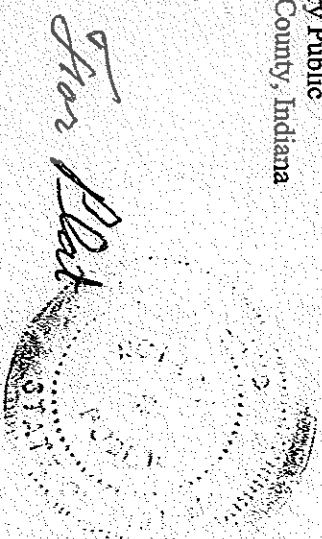
Witness my hand and Notarial Seal this 16th day of February, 1998.

My Commission Expires:
November 18, 1998

Mary A. Land
Mary A. Land, Notary Public
Residing in Morgan County, Indiana

This Instrument Prepared by Raymond E. Means.

Deed Record 396-113



CHICAGO TITLE

RECEIVED FOR RECORD
Feb 16 19 *98*
9:56 A.M.
Shirley Yivett
MORGAN COUNTY RECORDER

ENCLOSURE

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AMENDED COVENANTS AND RESTRICTIONS
FOR
WHITE HORSE ESTATES SUBDIVISION

As provided in the "COVENANTS" for White Horse Estates which Covenants are recorded at Deed Record 406, page 351-357, in the office of the Recorder of Morgan County, Indiana, the undersigned representing at least seventy-five per cent (75%) of the lot owners do hereby amend and modify the Covenants and Restrictions referenced above as follows:

I. Definitions

Reference made in the following Covenants and Restrictions shall be defined as follows:

- a. White Horse Estates- shall mean a subdivision in Morgan County, Indiana the plat of which is recorded at Deed Record 396, page 111 in the Office of the Recorder of Morgan County, Indiana.
- b. Developer- shall mean Raymond E. Means and/or his successor and assigns.
- c. Lot Owner- shall mean the owner or owners of any numbered lot within White Horse Estates.
- d. Association- shall mean the Not For Profit White Horse Homeowners Association created herein.
- e. Modular Home- shall mean and include off site built modular, double wide and mobile homes.

II. Building Restrictions

- a. Square Footage Requirement- all residences constructed upon any numbered lot within the subdivision shall contain not less than 900 square feet of living area, above ground level or the minimum square footage as required by the local planning and zoning authority, which ever is more.
- b. Added Structure- all added structures and remodeling shall be of the same materials, workmanship, design, quality, and appearance as the principal residence upon the lot. Structure as referred to herein shall include but not be limited to any residence, garage, pole building or other out building. There shall be no more than two out building per lot.
- c. Limited to Single Family Dwelling- there shall be only one single family dwelling upon any numbered lot, which may not exceed three stories in height and shall be occupied by only one family unit and used only for residential, non-commercial purposes. Further, all structures upon

any lot shall be owner occupied, and no rental of the same shall be allowed.

d. Modular Homes- modular homes shall be allowed upon any numbered lot, however, shall be subject to the following additional restrictions:

- 1) the home shall be in good condition inside and outside shall have paint, windows and body in good condition.
- 2) the home shall have been manufactured after 1981 and comply with the Federal Manufactured Home Construction and Safety Standards as adopted June 15, 1976, as amended and comply with local and state planning and zoning ordinances.
- 3) the home must be not less than 14 feet in width.
- 4) all units shall be installed upon a masonry foundation.
- 5) installation shall be completed within 90 days from start of installation, including septic and utilities suitable for occupancy.

e. Sanitary Facilities- all living accomadations must have indoor private bathroom facilities; further the septic and well installation shall comply with all local and state regulations relating to installation and maintenance of the same.

f. Completion of Construction- all construction of either the principal residence or outbuilding (with the exception of modular homes as herein before provided) shall be subject to the following conditions:

- 1) exterior construction of a residence shall be completed within one (1) year from the start of construction, including final grading, sod or seeding.
- 2) exterior construction of out buildings or structures shall be completed within three (3) months from the start of construction, including final grading, sod or seeding.
- 3) notice of the beginning date of construction shall given to the President of the Association.
- 4) exterior construction required shall include doors on all structures, including out building except for carports.

g. Driveway Culverts- all private driveway entrances shall have installed a culvert pipe of not less than twelve inches (12") in diameter and sixty feet (60') in length, at the two ditches on each side of Buffalo Lane, Drive or Court; further not less than thirty inches (30") in diameter and thirty feet (30") in length for the small creek located approximately one hundred feet (100') south of the center of Buffalo Lane.

h. Fencing- each lot owner shall erect at their expense a board fence upon the perimeter of the lot, except such fence is not required upon lots 6,8,12,13, 14,15,16,17,18,19,21,22,23,24,37, & 38, only on the west side of lots 20,35 & 36; only on the west and south side of lot 30; only on the north side of 26, 27, 28, 29, 9, 10 & 11; and only on the south side of lots 1, 2, 3, 4, 5, 6, 7, 31, 32, 33 & 34. Said board fence shall be fifty-two inches (52") tall, six inches (6") wide boards, evenly spaced on pressure treated posts spaced seven and one-half feet (7 1/2") to eight feet (8") apart, all of treated lumber, all of which shall be installed by a professional fence builder, on or before August 31, 2002.. These fences shall be painted with white stain which shall be obtained through the Association.

III. Use And Maintenance Of Lots

- a. Non Permanent Residence- no basement, garage or non residential structure of a temporary nature may be used as a residence except during the one year allowed for construction of a residence.
- b. Destruction of Structures- upon destruction, in whole or in part, of any structure by a casualty the debris shall be removed within three (3) months for a residence and one month (1) for an outbuilding, restoring the lot to a sightly condition.
- c. Outside Storage- no appliances, construction materials (except during construction), unlicenced vehicles, mobile homes (except as installed and use as primary residences), debris, trash or garbage shall be stored outside of residence or outbuilding upon any lot.
- d. Motor Vehicles- no more than five (5) currently licenced, insured and operable vehicles may be parked outside upon any lot except temporarily for guests on special occasions. Dirt bikes, ATV's, go carts, Odysseys, unlicenced vehicles (except maintenance vehicles) and 3 or 4 wheelers shall not be operated upon the roadways and/or any lot other than its owner. All vehicles shall have muffler so as not to be a disturbance to the neighborhood. Proof of insurance, license and operational condition of vehicles shall be provided upon request of the President.
- e. Animals Upon Lots- a total of three(3) cats or dogs may be maintained upon any lot, which shall be upon a leash when away from an owners lot. The owner of an animal shall maintain it so that it is not a nuisance to the neighborhood, including but not limited to barking. Maintaining exotic pets and other animals such as pot bellied pigs, snakes, lions, tigers, leopards, monkeys, swine or chickens are prohibited upon any lot. No kennels or commercial breeding shall be allowed upon any lot.
- f. Unsafe Conditions or Activities- no unsafe or dangerous condition shall not be used upon any lot, including but not limited to firearms, bow and arrows, bee-bee guns, air rifles, pellet guns, dart guns, sling shots, steel traps or snares. Fireworks may be used only on the 4th of July and New Years, and then in a safe and prudent manner. A police officer and/or officer of the Association may enter any lot for the purpose of investigating an unsafe condition.
- g. Preservation of Wildlife- the killing of birds or wildlife, except snakes shall be prohibited.
- h. Maintenance of Lots- all lots shall be kept and maintained in orderly manner without an accumulation of trash, debris or unsightly materials; further, the grass shall be mowed not less than twice a month during the warm weather months, being April 1 thru October 30.
 - i. Responsibility for Guests and Children- each lot owner shall be responsible for the guests, children and pets which may be within the subdivision. There shall be no trespass upon the property of others without permission and any damage caused shall be the responsibility of lot owner of their the guest, pet or child. There shall be no throwing of rocks at objects on or near any lot.

IV. Roadways and Easements

- a. Roadways and Easements- the roadways and easements shown upon the Plat of White Horse Estates are dedicated to the use of the lot owners of the subdivision as well as for installation, use and maintenance of utilities. Maintenance and installation of the roadways and utilities may occur in any locations upon designed easements which may include cutting of trees and/or other planting material, digging or trenching, or such other procedures necessary to permit

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the installation, use and/or improvement thereof. If the utility service providers will install the same underground then all utilities shall be installed under ground. The maximum speed allowed upon the roadways shall be 15 mph.

b. Obstructions or Signs- no signs, trees, planting nor fences shall be placed within the easements and or rights of way, however, each lot owner shall be responsible for maintaining the grass in the easements upon their lot and immediately adjacent to the lot on an along the roadways. There easements and roadways shall remain unobstructed and there shall be no gates or speed bumps placed therein.

c. Persons or Animals in Roadways or Easements- the roadways and easements shall not be used for play of children and/or adults. Nor shall pets or animals be upon the roadways or easements unless with a leash and under the supervision of a responsible person. Animals shall not be kept or allowed to graze in or on the roadways or easements.

d. Reservation of Use- the developer and/or his successors or assigns reserves the right to use the roadways and easements for itself and/or for adjacent ground which may added at some later date, however, in the event that such expansion does occur then the owners, except the developer, of added parcels shall be members of the Association and be required to make payment of the annual assessment as herein provided for current lot owners.

V. Home Owners Association and Assessment

a. Home Owners Association- a not-for-profit home owners association has been established for the subdivision. Such home owners association shall assume the financial responsibility of construction and maintenance of the roadways, ditches and drainage, as well as lighting, addressing common concerns of the residents, enforcement of these covenants and restrictions. These duties shall include lighting in the event that the Association determines that such is appropriate.

b. Membership- all lot owners, and their successors, shall be members of the Association by reason of ownership of any lot. Each owner shall maintain membership in the Association in good standing and pay the annual charge assessed by the Association, except the Developer shall be exempt from assessment by the Association.

c. Annual Meeting- the membership of the Association shall meet not less than annually on the second Sunday in June each year at a time and place for which notice shall be provided to the membership. For the purpose of conducting business a quorum shall be not less than one-fourth of the members in good standing. In the event that a quorum is not present then the meeting shall be adjourned until a quorum is present.

d. Special Meetings- a special meeting of the membership may be called by the President and/or upon the written request of one-fourth of the members in good standing. Notice of any special meeting shall be not less than ten (10) days prior to the meeting and such notice to be by first class mail to each member stating the date, time, place and purpose of such meeting.

e. Voting- each lot owner shall have one vote and in the event that the lot is owned by more than one person then only one vote shall be allowed per lot. In order to vote each lot owner must be a member in good standing, that is being current in payment of assessments that are due the Association. Except as provided hereafter a majority of those present and voting shall determine any issue before the membership.

f. Officers- the officers of the association shall be President, Vice President and Secretary/Treasurer who shall be elected by the membership at the annual meeting of the Association who shall serve five (5) years beginning in the year 2001 and each five years thereafter. In the event of resignation or vacancy the remaining officers shall appoint a replacement to serve until the next meeting of the membership, at which time an officer or officers shall be elected to serve out the term of the vacancy.

g. Compensation- all officers shall serve without compensation except the person designed by the officers to bill, collect and maintain the financial accounts and books and records of the Association shall be compensated One Thousand Two Hundred Dollars (\$1,200.00) per year payable quarterly.

h. Removal of Officers- a officer may be removed, with or without cause, by majority vote of the membership at a annual or special meeting of the Association.

i. Books, Records and Accounts- a banking account shall be established by the Officers in which all receipts shall be deposited and out of which all disbursement shall be made. Such account shall require the signature of the Keeper of the account and the President to make any disbursement. The books, records, and papers of the Association shall at all times, upon reasonable request, be subject to inspection by any member.

j. Assessments- each member is obligated to pay the Association any annual or special assessment which is secured by a continuing lien upon the property against which assessment is made. Any assessment not paid when due shall be delinquent. Any Assessment not paid within ten (10) days after the due date, shall bear interest at ten per cent (10%) per annum from the date of delinquency until paid. The Association may bring an action at law against the lot owner who shall personally be obligated to pay the same and/or foreclose the lien against the property, which foreclosure shall not be subject to valuation or appraisal laws. Such suit shall include the assessment, together with interest and the costs of collection, including reasonable attorney fees. No lot owner may waive or escape such liability for assessment provided by non use of the roadways, easements or common areas, nor by abandonment of the lot.

k. Amount of Assessment- the annual assessment is established for the year 2002 in the amount of Three Hundred Dollars (\$300.00) annually, payable at a rate of not less than Twenty-Five Dollars (\$25.00) per month. Further, assessments shall be established by not less than seventy-five per cent of the members present and voting at an annual or special meeting of the membership.

VI. Enforcement

The right to enforce these Covenants and Restrictions by injunction or to seek damages for violation or other remedy is dedicated to the Association, Developer and/or any lot owner of the subdivision. In the event that the enforcement petition is successful then in addition to any damage sustained, reasonable attorney fees and other costs of litigation may be recovered.

VII. Amendment or Modification

These Covenants and Restrictions shall remain in full force and effect until amendment and/or modification. Amendment or modification may be had by seventy-five per cent (75%) of the lot owners agreeing to such change.

VIII. Miscellaneous

The forgoing amended covenants, dedications, restrictions, conditions and provisions being for the mutual benefit of all lot owners, are hereby dedicated to run with the land and to be binding upon all current and future owners, heirs, successors and assigns of all lots as now or hereafter contained within White Horse Estates Subdivision.

Invalidation of any covenant or restriction herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation shall not cause forfeiture or reversion of title.

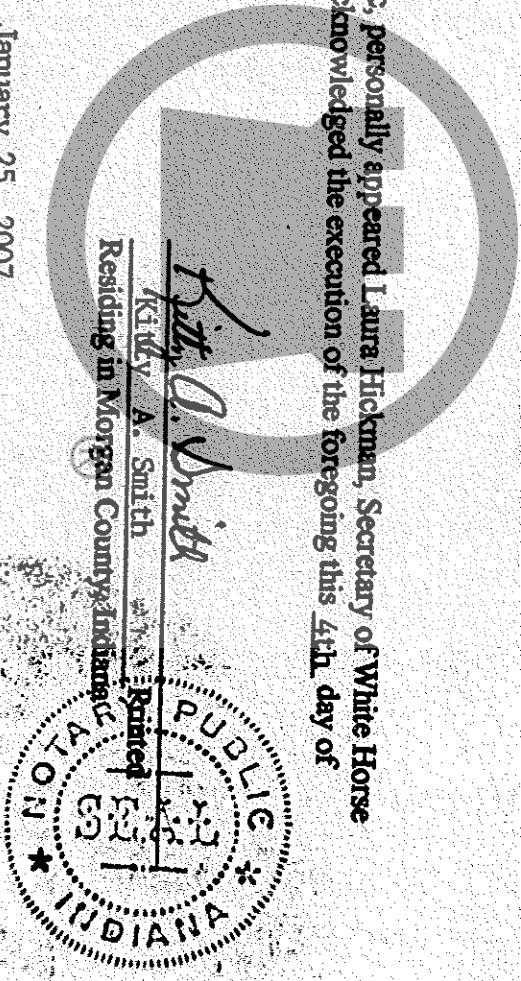
CERTIFICATION

The undersigned being the duly elected and acting secretary of White Horse Estates Subdivision Home Owners Association does hereby certify that attached hereto are counter part signature pages representing not less than seventy-five per cent (75%) of the lot owners within the subdivision of White Horse Estates Subdivision this 4th day of May 2002.


Laura Hickman, Secretary

State of Indiana,
County of Morgan,

Before me a Notary Public, personally appeared Laura Hickman, Secretary of White Horse Estates Subdivision and acknowledged the execution of the foregoing this 4th day of May, 2002.



Phillip D. Smith
Notary Public
Residing in Morgan County, Indiana

My Commission Expires: January 25, 2007

This instrument prepared by Phillip R. Smith, Attorney at Law, Attorney No. 1579-55.

SIGNATURE PAGE

COUNTER PART 7

The undersigned being Lot Owners in Whitehorse Estates Subdivision do hereby agree to the Amended Covenants and Restrictions for the Subdivision, which are attached hereto by endorsing our signature below:

Valerie Kelsey
Printed Valerie Kelsey
Lot Number 7

Valerie Kelsey
Printed Valerie Kelsey
Lot Number 8

Valerie Kelsey
Printed Valerie Kelsey
Lot Number 19

Elizabeth Rafferty
Printed Elizabeth Rafferty
Lot Number 35

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Ⓜ Lot Number _____

Printed Kevin Beaumont
MORGAN CO RECORDER

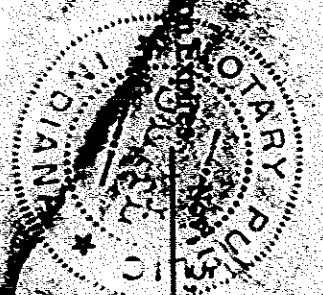
The undersigned does hereby certify that each of the foregoing signatures are genuine and were endorsed by the person represented hereon and that they are owners of the lots noted next to their name.

Elizabeth Rafferty
Printed Elizabeth Rafferty

Subscribed and sworn before me a Notary Public this 13th day of May , 2002.

Betty L. Galgala
Printed Betty L. Galgala
Notary Public Residing in Morgan County

My Comm. Expires 13 2007



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