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MORGAN COUNTY RECORDER

KAREN BRUMMETT

3P

CSD Date 09/16/2003

Time 13:20:14

RECORDING:

13:00

I 200319009

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## ASHLAND ACRES PROTECTIVE COVENANTS

### RESIDENTIAL USE

1. All lots in Ashland Acres to be used exclusively for single family private residential or farming purposes.
2. Any dwelling constructed or placed on the premises shall contain at least:
  - a) One Story (ranch style) home shall contain at least 1,400 square feet of finished living area.
  - b) Two Story homes shall contain at least 1,800 square feet.
3. No garage or unfinished single family dwelling, travel-trailer, including Singlewide or Doublewide Manufactured Homes, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence, without the permission of Countytyme.
4. Construction of both the dwelling and garage must be completed within (12) months of beginning construction of the dwelling however there is no time limit to begin building.
5. Property shall be kept reasonably trim and neat at all times (grass and weeds shall be kept mowed so they are no higher than 1 ½ feet.)
6. No more than one dwelling may be constructed on any lot.
7. The buyer, his heirs and assigns, may not further subdivide any lot. Countytyme reserves the right to amend and or subdivide any remaining unsold lots.

### CONSTRUCTION PERMITS

1. Prior to any construction, each lot owner must obtain all applicable permits.

### ANIMALS

1. With the exception of 4-H projects, no swine or poultry shall be permitted on any lot. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.
2. Dogs, cats and other pets shall not be raised, bred or maintained for commercial purposes. However, the keeping of family pets and the periodic sale of offspring is permitted.

### AUTOMOTIVE

1. No worn out, discarded automobiles, machinery or vehicles, or part thereof shall be stored on any lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

### BUSINESS/TRADE

1. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort, or serenity of the neighborhood.

### EASEMENTS

1. Subject to oil lease, crop lease, utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing an outlet for storm water and/or septic system drainage to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The buyer agrees to grant utility easements to serve any lot of this development.

ATTI

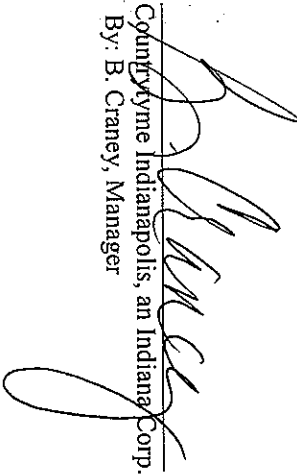
**DURATION AND AMENDMENTS**

1. These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof, and shall be automatically renewed for successive thirty-five (35) year periods.

**ENFORCEMENT**

1. Countryyme shall not be obligated to enforce these covenants.
2. Any lot owner within Ashland Acres shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any one of the provisions hereof by judgment or Court order shall in no way affect any other provisions, which shall remain in full force and effect. Countryyme shall not be obligated to join or assist in any suit brought by any lot owner to enforce these restrictions.

In witness whereof, Countryyme Indianapolis, Ltd. an Indiana Limited Liability Company, as current owner of each of the tracts described herein, and as creator of the Protective Covenants for the Ashland Acres Farm for which legal descriptions are hereby attached, do hereby consent to the above described Protective Covenants to become part of, from this day forward: Ashland Acres, a subdivision in Morgan County, Indiana, as per plat thereof, recorded May 20, 2003 as instrument No. 2003-10071, in the Office of the Recorder of Morgan County, Indiana.

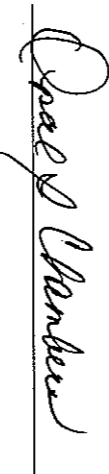
  
 Countryyme Indianapolis, an Indiana Corp.  
 By: B. Craney, Manager

STATE OF INDIANA }  
 } SS:  
 COUNTY OF MORGAN }

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2003 by B. Craney Manager on behalf of Countryyme Indianapolis, Ltd. an Indiana limited liability company, to be her voluntary act and deed both individually and as manager of Countryyme Indianapolis, Ltd., being duly authorized.



Opal S. Chambers  
 Resident of Morgan County, Indiana  
 Commission Expires 3-7-08



LEGAL DESCRIPTION OF ASHLAND ACRES


Part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 12 North, Range 2 West, Morgan County, Indiana, described as follows:

Commencing at an iron spike, found at the intersection of State Road Number 42 and the county road, which marks the accepted northeast corner of the above captioned quarter-quarter (for reference, a brass tablet survey monument is South 06 degrees 10 minutes 01 seconds West, 21.41 feet); thence South no degrees 21 minutes 48 seconds East (assumed bearing), with the east line of the quarter-quarter and in State Road Number 42, a distance of 538.26 feet to an iron survey nail; with washer engraved "Larrison LS20000230" and the POINT OF BEGINNING of the subdivision herein described; thence continuing South no degrees 21 minutes 48 seconds East, with said east line and in State Road Number 42, a distance of 792.86 feet to an iron survey nail with washer engraved "Larrison LS20000230" which marks the southeast corner of the quarter-quarter (for reference, an iron spike was found South 05 degrees 50 minutes 25 seconds West, 10.70 feet); thence North 89 degrees 41 minutes 04 seconds West, 1333.76 feet to an iron pin with cap engraved "Larrison LS20000230" on the west line of the quarter-quarter (for reference, the southwest corner of the quarter-quarter is South no degrees 19 minutes 58 seconds East, 12.17 feet); thence North no degrees 19 minutes 58 seconds West, with the west line of the quarter-quarter, 1320.45 feet to an iron pipe, found in the county road, which marks the accepted northwest corner of the quarter-quarter; thence North 89 degrees 51 minutes 26 seconds East, with the north line of the quarter-quarter and in the county road, 1124.45 feet to a found iron pipe; thence South no degrees 01 minutes 40 seconds West, 538.07 feet to a found iron pipe; thence North 89 degrees 54 minutes 34 seconds East, 212.19 feet to the Point of Beginning.

Containing 37.984 acres, more or less, including that part of the lands hereby dedicated to the public for roadway purposes, and subject to any easements, rights-of-way or restrictions of record or observable.

CERTIFICATION

I, John J. Larrison, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat represents a survey performed under my direct supervision in compliance with Title 865, Article 1, Chap. 12, of the Indiana Administrative Code and that the field work for said survey was completed on January 14, 2003.

  
John J. Larrison  
Indiana Registered

Surveyor No. LS20000230

Dated: January 14, 2003