

COVENANTS CARRIAGE ESTATES

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

1. Comes now Raymond E. Means, hereafter referred to as "DEVELOPER", including his heirs and /or assigns. This document contains written covenants, restrictions, roadways construction and maintenance fund agreement, rules, regulations, conditions, agreements, exemptions, penalties, and governing restrictions which must be strictly followed by the purchasers of the Lots in " Carriage Estates". However, Lot #1 has some differences listed in this document concerning the Covenants, and these listed differences in the Covenants concerning Lot #1 must be accepted by any Purchasers who may want to purchase a Lot in Carriage Estates. Any Purchasers of any Lots in Carriage Estates are voluntary agreeing to all the differences listed in this document concerning Lot #1.
2. The House can be built before the Lot is paid for. Any House must be at least the square foot above ground level living area that the Morgan County Building Commission requires as of the date of the Recording of the Carriage Estates Plat. No starting date for the construction of the house is required. All construction shall be completed on the exterior of the house within one (1) year from start of construction, with site graded, sodden or seeded. Only Modular Homes or Stick-Built homes are permitted on all Lots except Lot #1, which Lot #1 shall not be permitted to have a Modular Home. Mobile Homes or Hardship Trailers are not permitted anywhere in Carriage Estates. All Purchasers shall also be totally responsible for obtaining any and all Federal, State and Local permits as required by any of these agencies.
3. If the existing Barn-House is ever destroyed on Lot 1, and another dwelling is built on Lot #1 to replace the present Barn-house, then the replacement structure must be a minimum of 1500 square feet above ground living area and must be a stick-build dwelling with a minimum of 9-12 roof pitch. A Modular Home, or a Mobile-Home, or a Hardship Trailer or a Double Wide home or a manufactured home will not be permitted on this Lot #1 now or forever.
4. Any remodeling or add-ons must be of the same materials, workmanship, design, quality, and appearance of any existing structure being remodeled.
5. All residences must have private inside bathroom facilities. No garage sales or yard sales permitted.
6. No more than three (3) structures are allowed on any one Lot, which can consist of one dwelling with an attached garage and two (2) out-buildings, or one dwelling and

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one garage and one outbuilding. Only one (1) single-family dwelling is allowed per Lot, except the existing Barn-House can be a four (4) Family dwelling, or four (4) apartments, or four (4) condominiums if any owner of Lot #1 wishes.

7. Any dwelling or garage 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-building. If the dwelling or out-building is rebuilt after a fire, windstorm, or for any other reason, item number two (2) of this document shall be complied with.
8. No Lot shall be sub-divided to form units of less area, nor shall more than one structure for dwelling purposes be erected upon a Lot. No such one family dwelling may exceed three stories in height and shall be limited to single family use. However, Lot # 1 can have a dwelling for four (4) families, or four (4) apartments, or four (4) Condominiums if any owner of Lot #1 wishes.
9. No trailer, basement, tent, shack, garage, or any structure of a temporary character can be used as a residence temporarily or permanently. Family camping with their guests are not permitted until after the house is built.
10. Trash and garbage must be removed at least once a week from the property.
11. No Hardship Trailers, or Mobile Homes are permitted on the land forever.
12. All vehicles must have current year license plates and be in operating condition unless parked inside.
13. No trees shall be cut without written permission from the "DEVELOPER" and/or his heirs except for dangerous or diseased trees.
14. No gates, fences, OR speed-bumps, deterrents or obstructions whatsoever are to be placed on or across the easements or right-of-ways. 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. *Existing trees can remain on the Easements.*
15. Quiet mufflers are to be kept on all vehicles, recreation equipment, and anything mechanical that uses fuel including lawn mowers.

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16. The utility companies or Raymond E. Means, and or his heirs 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 easements at any time they deem necessary without notice to the owners of the land. All utilities must be underground across each Lot leading to the dwellings or out-buildings. The Purchasers, and their heirs and/or assigns shall not hold Raymond E. Means and or his heirs or any utility companies responsible for any damage to the trees adjoining the easements resulting from any work being performed on the easement or the installation of any utility lines or utility facilities.
17. No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood. Also no outside use of radios, tape players, or bands, or car radios, or any unnecessary loud noise on any Lots. Also no inside loud radios, tape players, or bands. No unnecessary loud noise is permitted inside or outside the house.
18. Dirt Bikes are not allowed to be used on the land or on the roads or on the driveways.
19. Purchaser agrees to keep their children and visitors and visitors children from unwanted trespassing on other people's property. No one is permitted to throw rocks at any time.
20. No outside trash burning, or no outside fires permitted.
21. No animals, livestock, or poultry of any kind shall be allowed on the land. No exotic pets whatsoever, neither any pot bellied pigs, snake, lions, tigers, leopards, or monkeys permitted on the Lot.
22. No dogs or cats of any kind whatsoever are permitted inside or outside the house or on the Land. NO dogs or cats whatsoever at any time, and no visitor's dogs or cats allowed any time. However, Lot #1 is excluded from this paragraph (paragraph #22).
23. The use of firearms, bee-bee guns, cap-guns, blank guns, air rifles, dart guns, sling shots, bow and arrows, fireworks, steel traps or snares are prohibited to be used on this Lot and shall not be used by the purchaser on this Lot, their heirs, or assigns. Violations of this restriction shall result in a penalty of \$500 for each such violation, which penalty payment shall be paid to the "Developer" Raymond E. Means or his heirs at the option or the request of the "Developer", Raymond E. Means or his heirs. Also the penalty payment shall be paid within 30 days of the violation. Proof the violation was committed shall rest upon the person making the accusation.

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Upon notification of a violation of the above restriction, the "Developer", Raymond E. Means or his heirs, or an official of a law enforcement agent may enter the property to investigate without it being considered a trespass or violation of privacy. The use of firearms for self-defense from another person in a life-threatening situation is not a violation of the above provision.

24. Each Lot owners of Lots #2, #3, and #4 shall each be required to purchase one (1) Load of # 53 Stone on the 1st Monday of July of each year, and the Lot Owners of Lots # 2, and #3, and #4 shall have the stone spread evenly on the driveways leading from State Road 67 to Lots #2, and #3, and #4 (each load of stone shall be at least a 20 ton load minimum), except if the Roadway or Driveway is paved by the owners of Lots #2, and #3, and #4.
25. Each Lot owners of Lots #7 and #8 shall each be required to purchase one (1) Load of #53 Stone on the 1st Monday of July of each year, and spread it evenly on the driveway leading from State Road 67 to Lots #7 and #8 (each Load of Stone shall be at least a 20 ton Load minimum), except if the Roadway or Driveway is paved by the owners of Lots # 7, and #8.
26. As a condition of the sale of this property, any roadway easement construction or maintenance shall not be the responsibility of the "DEVELOPER", which is Raymond E. Means, and his immediate heirs or any owners of Lot #1. However, Raymond E. Means and his immediate heirs and any owners of Lot #1 shall have the right to full and free use of the easements and roadways and driveways.
27. As a condition of the sale of this property, the "DEVELOPER", Raymond E. Means, and his immediate heirs and any owners of Lot #1 are to be EXEMPT forever from any roadway or driveway maintenance, or roadway or driveway construction or roadway assessments in Carriage Estates.
28. Raymond E. Means and his immediate heirs and any owners of Lot # 1 shall not be obligated to pay into any Roadway Construction or Maintenance Fund and will not be a member of any Homeowners Group. However, Raymond E. Means and his immediate heirs and any owners of Lot #1 shall have the right to full and free use of the easements and roadways and driveways at no cost whatsoever to them.
29. Raymond E. Means and his heirs shall have the right, but not be obligated to enforce the restrictions, covenants, rules, regulations, conditions, agreements, penalties, and assessments.

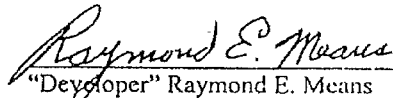
COVENANTS
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30. The cost of installing and maintaining the water wells, septic systems, roadways, driveways, and utilities are the total responsibility of the Purchasers. All Purchasers shall also be totally responsible for obtaining any and all Federal, State and Local permits as required by any of these agencies. Any Lot owner in Carriage Estates shall not be required to ask or receive permission from any other Lot Owners in Carriage Estates to repair, or replace, or alter, or modify their own personal septic system which has any portion of the septic system on another Lot owners Lot. However, only a qualified septic installer with permission from the proper county authorities shall be permitted to perform any work on the septic system. All work shall be performed in a timely manner and the work area must be left neat and clean, and also must be immediately planted with grass seed, and straw also immediately placed on all the disturbed areas.
31. Roadways and driveways are accepted "as is" by the Purchasers and it is understood by the Purchasers that some roadways and driveways are only one lane and some are unimproved. As a condition of the sale of this property, "DEVELOPER", Raymond E. Means, and his immediate heirs and any owners of Lot #1, shall be EXEMPT forever from any roadway maintenance or roadway construction or monthly assessments on any existing roadways or driveways or any future roadways or driveways to be built. However, Raymond E. Means and his immediate heirs and any owners of Lot #1 shall have the right to full and free use of the easements and roadways and driveways. However, this EXEMPTION also applies on any present land Raymond E. Means owns, or any future land purchased by Raymond E. Means, and his immediate heirs including any future Lots they may purchase in Carriage Estates.
32. This land and any improvements thereon including any Septic Systems or Wells is being sold "as is" by the "Developer", Raymond E. Means and his heirs and is being purchased "as is" by the purchasers and their heirs. The success of the Wells, Septic Systems and improvements are the total responsibility of the Purchasers and their heirs and not the responsibility of the "DEVELOPER" and his heirs.
33. It must be agreed by the Purchasers and their heirs and/or assigns, and the "DEVELOPER", Raymond E. Means, and his heirs and/or assigns that Raymond E. Means, his heirs and/or assigns reserves the option to enforce any or all of the above restrictions, covenants, roadway constructions and maintenance fund agreement, rules, regulations, conditions, agreements and penalties.
34. All the Covenants and provisions and restrictions of this entire document shall remain in full force and effect until, on March 1st, 2025. Then on March 1st, 2025 the covenants can be changed (however, no changes whatsoever concerning anything

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about Lot #1 can be made forever) by the owners of the Lots in Carriage Estates by a majority vote. However, the only votes that will be counted will be from the Lot owners who are present at the voting on March 1st, 2025, the voting shall be by a majority vote, the majority vote shall rule. The Covenants then shall be automatically extended for successive periods of 10 years, and the same voting rules shall be followed at each 10 year period.

35. All the Covenants, and provisions and restrictions of this entire document shall not be modified or changed before March 1, 2025 without the written consent of Raymond E. Means and or his heirs.
36. All the conditions and Covenants of this entire document shall follow the land and become obligations on the present purchasers, their heirs, and assigns and all future Purchasers, their heirs and/or assigns.
37. Raymond E. Means and or his heirs reserve the option, but is not obligated to use any or all or none of the above covenants and provisions and conditions on any present land he owns or any future land he may buy or own.
38. Purchasers understand that on Lot #1, which has an existing Barn-House, that the covenants of this document has some different requirements concerning Lot #1 and the Barn-House which are stated in this document concerning Lot #1 and the Barn-House. Purchasers agree that they understand these differences concerning Lot #1 and the Barn-House and accept the differences.
39. Purchasers have read and understood, and agree with and want all the provisions of this entire document, and voluntary want to abide by all the conditions of this entire document.
40. Invalidation of any one of the foregoing restrictions, covenants, roadway construction and maintenance agreement, rules, regulations, conditions, agreements, or penalties by judgment or court order shall in no way affect any of the other restrictions, covenants, roadway construction and maintenance agreement, rules, regulations, conditions, agreements, or penalties which shall remain in full force and effect.


"Developer" Raymond E. Means 3-7-2000
Date

SEE NEXT PAGE

STATE OF Indiana)
) SS:
COUNTY OF Morgan)

Before me, Notary Public in and for said County and State, personally appeared Raymond E. Means who acknowledged the execution of the foregoing Instrument.

Witness my hand and Notary Seal this March 7, 2000

My Commission Expires: 12-3-07

Joyce M Briant
Notary Public

Joyce M Briant
Printed
Residing in Morgan County, Indiana

This instrument was prepared by Raymond E. Means.

RECEIVED
FOR RECORD

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Karen Drummet
MORGAN CO RECORDER

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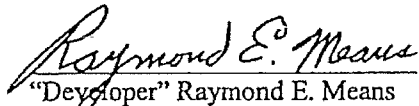
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39. Purchasers have read and understood, and agree with and want all the provisions of this entire document, and voluntary want to abide by all the conditions of this entire document.
40. Invalidation of any one of the foregoing restrictions, covenants, roadway construction and maintenance agreement, rules, regulations, conditions, agreements, or penalties by judgment or court order shall in no way affect any of the other restrictions, covenants, roadway construction and maintenance agreement, rules, regulations, conditions, agreements, or penalties which shall remain in full force and effect.


"Developer" Raymond E. Means 3-7-2000
Date

SEE NEXT PAGE

20015111

Received
11-8-2000
AS

Morgan County Commissioners Morgan County, Indiana
Petition For Variance of Use Findings of Fact

Name Raymond E. Means Address of Petitioner 3075 Carriage Lane, Martinsville, IN, 46151

1. This Grant (Will Not) be injurious to the public health, safety, morals, and general welfare of the community because:

Raymond E. Means now owns all 3 Lots he is asking the variance for. Also Raymond E. Means owns Lot #6 which joins all 3 Lots from behind (the back).

2. The use or value of the area adjacent to the property included in the variance (Will Not) be affected in a substantially adverse manner because:

The Area behind all 3 Lots (Lots 2 and 4 and 5) is a 2.080 acre Lot that is steep hillside and a non Buildable Lot owned by Raymond E. Means.

3. The need for the variance arises from some condition peculiar to the property involved and the conditions: (Is Not) due to the general conditions of the neighborhood because:

Raymond E. Means is only asking for Rear Setback Lines on the 3 Lots (Lots 2 and 4 and 5) which in no way affects the neighborhood of Carriage Estates.

4. Length of Variance and use of Variance: A permanent one (1) foot variance for Rear Property Lines or Rear Easement Lines on 3 Lots. Rear Building Setback Lines for all 3 Lots (lots 2 and 4 and 5 in Carriage Estates) is to be one (1) foot from Rear Adjoining Property Lines or Easement Lines. All Property Owners in Carriage Estates are listed bellow and all agree to the granting of this variance.

Raymond E. Means Deloris J. Means Michael S. Means
Raymond E. Means. 11-7-00 Deloris J. Means. 11-7-00 Michael S. Means. 11-7-00

NOTE: If any present or future owners of Lot # 6 should choose to place a fence or wall on Lot #6, they cannot place it closer than ten (10') from the Rear Property Lines of Lots 2-4-5. The purpose of the ten(10') setback is for any present or future owners of Lots 2-4-5 to be able to work on the back side of there structures or homes and also for pedestrian Ingress and Egress behind there house on the 10' setback. However this 10' setback is on an existing Septic Easement and the use of this 10' setback shall not interfere with the original intended use of the septic System Easement. NO Building, Fences or Structures or toys or anything whatsoever shall be placed on the 10' setback, except any existing septic tank and lines, or any future needed septic tank or lines.

Decision:

It is therefore the decision of the County Commissioners that this variance petition is granted Subject to any conditions stated in the minutes (which conditions are incorporated herein by reference and made a part of this decision). with regard to Carriage Estates Plat recorded at DR 432 page 636 in the Office of the Recorder of Morgan, County.

Approved

This 13th Day of November 2000.

Denied

Jim Bowyer Jim Bowyer

Tabled

Marvin Mason Marvin Mason

Janice Bacon Janice Bacon

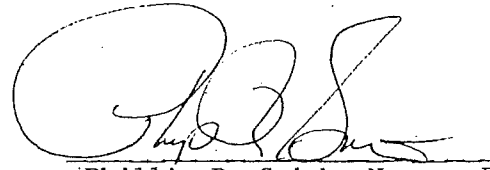
Building Commission Comments _____

Signature George W. Beck

STATE OF INDIANA)
)
COUNTY OF MORGAN)

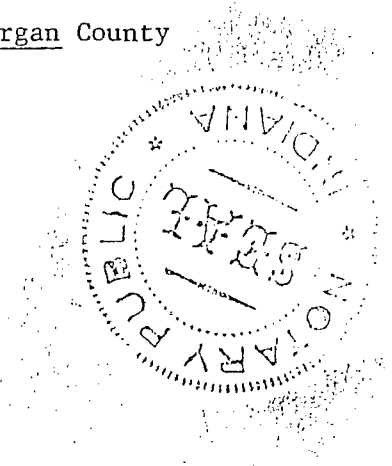
Before me, the undersigned, a Notary Public in and for said County and State this 13th day of November, 2000, personally appeared Morgan County Commissioners Jim Bowyer, Marvin Mason, and Janice Bacon. In witness whereof, I have hereunto subscribed by name and affixed my official seal.

11/5/2007
My Commission Expires


Phillip R. Smith, Notary Public

Resident Morgan County

This instrument Prepared by Raymond E. Means



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MORGAN CO RECORDER