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## COVENANTS AND RESTRICTIONS FOR CORLETT RIDGE

A residential development being a part of the East Half of the Northeast Quarter of Section 17, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana and Southwest Quarter of the Northeast Quarter of section 17, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, except a part of the Northeast Quarter of Section 17, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, on land titled to Daniel D. Cramer aka Daniel (Sam) Cramer and Rhonda S. Cramer.

The following restrictions, covenants, provisions and conditions shall apply to this plat for the mutual benefit of all parcel (tract) owners, and the same are hereby dedicated to be covenants which shall run with the land and shall be enforced by any one or more of the parcel (tract) owners of the real property set out in this plat:

1. Land Use. All tracts herein are for residential use, limited to one single family dwelling per tract, and one unit for caretaker quarters. No exteriorly advertised commercial uses will be permitted. Absolutely no industrial uses will be permitted.

2. Further Subdivision. Further subdivision or division of any tract, for the purpose creating another building site, will not be permitted. Excluding Lot 26 containing 13.289 acres may be divided one time only.

3. Lake and Common Area. This area is designed for the use of all Corlett Ridge tract owners. Users may fish or swim or make use of the Common Area at their leisure so as not to disturb adjacent tract owners. No boats will be allowed except lot owners that adjoin the water and no motors will be permitted. All tract owners are subject to maintenance fee of ten dollars (\$10.00) per year to be used to maintain or improve designated area.

4. Dwelling Quality and Size. All residential structures shall have a minimum of thirty-two (32) inch concrete footing, below ground level, and shall also have solid masonry foundations. All residential structures shall have brick, stone, vinyl, log, wood or wood replacement siding. NO imitation brick or stone siding will be permitted. With permission of the Developers, three (3) section Manufactured Homes or Multiple Section Factorize Built Modular Homes may be permanently affixed to a lot. Plans for the above Manufactured Homes, will be permitted and no double, two section manufactured or modular homes will be permitted, as it is the intent to develop Corlett Ridge into a moderate scale housing addition that emphasizes traditional style homes. Construction on any dwelling shall be completed with in eighteen (18) months from the date construction

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The living area of the dwelling structure, exclusive of porches, basements, and garages, shall not be less than one thousand five hundred (1,500) square feet. No dwelling shall exceed two and one-half (2 1/2) stories in height and each resident shall have a garage with a minimum area of four hundred (400) square feet.

5. Building Location. No residential structure shall be located on any tract nearer than forty feet to the front property line or twenty-five to the side and rear property lines. Any garage or out building shall be constructed out of the same outside covering as the house, unless said garage or outbuilding is located behind the rear line of house; then metal or other approved materials may be used. No farm-type fencing may be used within one hundred feet of roadway. In areas closer than one hundred feet to roadway, homeowner- type or wood pasture-type fence must be used and approved by the developer.

6. Waste disposal. All waste from bathrooms, sinks and laundry tubs shall be disposed of through sewer lines or approved septic systems and shall comply with the regulations of the Indiana State Board of Health and all other proper State or Municipal Authorities. If at any time a central sanitary sewer or water becomes available, the owners of each tract must provide reasonable easement for installation of said sewer or water lines.

7. Storage and Refuse Disposal. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition out of public view except on collection days.

8. Storage Tanks. All tanks for fuel oil, propane, water, and gasoline ect. Should be placed in accordance to all local, state and federal laws either above ground or in a building. Visible tanks of any use shall be painted and kept in good working condition.

9. Mowing. On each tract the existing pasture or grassland shall be mowed, as needed, such that the grass or vegetation does not exceed 12 inches in height. Unsold tracts shall be mowed and maintained by the developer. If sold tracts are not mowed, the developer shall have the option to mow the tract and charged the owner a reasonable fee.

10. Animals. There shall be no swine, of any kind at any time. Large animals are allowed such as horses, cows, sheep, goats ect, but are limited to one such animal per acre. Dogs, cats and other pets are permitted however kennels or breeding for commercial purposes must be voted on and be accepted by Homeowners Association and then be in conformance to any local ordinance or state laws.

11. Nuisance. No noxious or offensive activity shall be suffered or permitted to continue which may annoy or becomes a nuisance to a neighbor or the neighborhood, nor

shall any unlawful act or activity be allowed whatsoever. Nuisance, as used in these Covenants and Restrictions, shall also mean unlicensed, abandoned or junk automobiles, or equipment. None of the above will be allowed within plain view in Corlett Ridge.

12. Dwelling Plan Approval. All plans for dwelling and accessory buildings must be approved by the Developer as long as the Developer retains an interest in the development. Any rejection of the building plans by the Developer cannot reject the plans for unreasonable or capricious reasons.

13. Swimming Pools. Swimming pools both in-ground and aboveground are acceptable. All swimming pools must be fenced, and above-ground shall be fenced with a privacy fence in such a manner as to conceal the pool from public view.

14. Road Maintenance and Utility Easement Agreement I. Lots in Corlett Ridge Subdivision, which are accessible through Hancock Lane, shall be subject to an agreement for the maintenance of the existing fifty (50) feet wide ingress and egress access road that gives access to Morgan Oaks Subdivision and including Lot 7 of Acorn Ridge Subdivision. Lot numbers from Corlett Ridge, for intent of this agreement is as follows; Lot 11,12,8,13,14,15 and 16. The road will be stone and the costs of maintaining such will be abscessed on a yearly basis for additional grading, material and labor. The cost will be shared in accordance to Article 13 of Second Amended Covenants an Restrictions for Morgan Oaks and to include one lot from Acorn Ridge tract "7", now referred to as section "A" Hancock Ridge which is the first one thousand, two hundred (1200) feet easterly. A record of such being found at the Morgan County Courthouse known as "Second Amended Covenants and Restrictions for Morgan Oaks which plat is recorded in book 419, page 170 in the office of the Morgan County Courthouse.

The developer owners are excluded as long as original ownership is not surrendered or if no structures are on said tracts. All cost shall be forty-five (\$45.00) per year starting the first full year of ownership or from the day of conveyance of tax statements or building permits issued. The Homeowners Association of Morgan Oaks, when legally formed shall dictate cost, if any changes or updates to this access road are needed. No other interest shall include Corlett Ridge tract owners in fore mention Homeowners Association except for this agreement pertaining to said shared road.

15. Road Maintenance and Utility Easement Agreement II. All tracts of Corlett Ridge not mentioned in Road Maintenance and Utility Easement Agreement I, above are subject to a road maintenance fee to be regulated by the Corlett Ridge Homeowners Association when properly formed. Road will be stone and the cost of maintenance will be accessed on a yearly basis for additional stone, grading and labor. Owners of two (2) or more lots with a single house shall pay assessment as a single lot owner. The existing utilities and easement for all future utilities are located within access road right-of-way, consisting of fifty (50) feet in width now known as Cramer Lane, Ol' Logging Trail and Kindred Ridge. The cost of said maintance should be forty-five (\$45.00) per year beginning from the date of building permit or conveyance of tax statements. Developer

shall be excluded as long as original ownership exists. Exception; Tracts 11,12,8,13,14,15 and 16 which are covered in Road Maintenance and Utility Easement Agreement I above and fore mentioned.

16. Notice. All buyers of Corlett Ridge tracts are hereby given that covenants and restrictions of neighboring subdivisions, Acorn Ridge and Morgan Oaks, may vary and are separate entities.

17. Home Owner Association. There shall be Homeowners Association for Corlett Ridge. All tract owners shall be members of Homeowners Association. Each tract owner shall be allowed one (1) vote within the Association. Owners of said tracts should be subject to assessments levied by said Homeowners Association with the exception of the original developers who shall not be subject to any assessments; except in the event developer builds or erects any permanent structures. The amount of these assessments shall be set by yearly basis by the Homeowners Association. Association shall be formed when at least 10 tracts have been sold from the developers. The first year of the formal existent the Corlett Ridge Home Owners Association will have one of the developers Daniel (Sam) Cramer as it's president and the other developer Rhonda S. Cramer shall hold secretary, and shall elect new office holders the following year.

18. Ownership of Fifty (50) Feet Ingress and Egress Roads within Corlett Ridge Subdivision and Common Area. The existing fifty (50) feet Ingress and egress roads that access Corlett Ridge tracts by way of Cramer Lane, Ol' Logging Trail, and Kindred Ridge and to include the area known as the Common Area and also the North one half of Hancock Lane which consist of twenty five (25) feet and twelve hundred (1200) feet easterly shall be dedicated to the Corlett Ridge Home Owners Association for responsibility of the payment of Real Estate Taxes, when Association is legitimately existent, from which time original developers will pass this obligation to the Association and will no longer be responsible for said Real Estate Taxes.

19. Existing Ingress and egress Road. The existing ingress and egress road known as Hancock Lane, is used by the owner of lots 8,11,12,13,14,15 and 16 of Corlett Ridge Subdivision; owners of lot 7 Acorn Ridge Subdivision; and the owners of lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14 and 15 of Morgan Oaks Subdivision.

20. Enforcement. These covenants and restrictions are to run with the land and shall be binding upon all parties claiming under them. The right to enforce these covenants by injunction, together with the right to cause removal by due process of the law of any structure or part there of dedicated to and reserved to the several owners of the several tracts shown hereon and to their heirs and assigns. Invalidation of any covenant or restriction herein by judgment, court orders or otherwise, shall not affect any other

covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or recursion of title.

21. Acceptance and Reference. The recordation of any subsequent conveyance shall likewise be deemed acceptance of these covenants and restrictions, whether or not the same shall be set out or referenced. However, all subsequent conveyances may, by reference to the Deed Book and Page, specifically incorporate all the covenants and restrictions set out herein.

Daniel D. (Sam) Cramer  
Daniel D. Cramer AKA Daniel (Sam) Cramer

Dated: November 6, 2001

Rhonda S. Cramer  
Rhonda S. Cramer

Deed Recorded Book 426 Page 187

RECEIVED  
FOR RECORD

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Prepared by: Sam and Rhonda Cramer

Karen Blummett  
MORGAN CO RECORDER

Notary: April Dawn Lamar  
April Dawn Lamar  
Resident of Morgan County, Indiana  
My Commission Expires: November 6, 2008



20117770

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**FIRST AMENDED  
COVENANTS AND RESTRICTIONS  
FOR CORLETT RIDGE**

*per Plat, Deed Record 426, page 187  
office of the Recorder, Morgan County, INDIANA*

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201403423 COV \$24.00  
04/17/2014 02:48:48P 6 PGS  
Pamela Kivett  
Morgan County Recorder IN  
Recorded as Presented



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22. Road Maintenance Fees. At a formal meeting held on March 16, 2014 of the Corlett Ridge Homeowner's Association, the minutes of said meeting being included herewith, it was decided that the fees were to be increased from \$ 45.00 dollars per year to \$ 400.00 per homeowner per year to maintain Corlett Ridge road and Kindred Ridge road. Lot owners without residences are to be accessed \$ 100.00 per year. Homeowners on Hancock Lane will divide yearly fees between the Corlett Ridge Homeowner's Association and the Morgan Oaks Homeowner's Association.

These amended covenants and restrictions supercede previously recorded covenants and restrictions recorded as Instrument number 20117770, recorded on November 6, 2001.

This instrument prepared by

Sam Cramer AKA Daniel W. Cramer  
Sam Cramer, Developer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Sam Cramer

Dated 4-17-14

Personally Appeared in front of Notary

Notary



[Signature]  
4-17-14

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HOA Meeting of Corlett Ridge

March 16, 2014

**Attendance-** Dan and Carol Holder, Marilyn Tate, Dawn Holder, Tyler Jones and Sarah Martin, Kevin and Carrie Gibson

**Old Business-** Dan has tried to contact Sam Cramer multiple times without success, wanting the paper work that Sam was to have supplied in regards to forming the HOA. We are going forward in electing the officers.

**New Business-**

- **Elections of officers-** By draw of the hat the offices of President, Vice President, and Treasurer were picked, the office of Secretary was volunteered.
- President- Dan Holder
- Vice President- Kevin Gibson
- Secretary- Dawn Holder
- Treasurer- Sarah Martin

All in attendance were in agreement of the process to pick these officers.

- **HOA Fees-** Fees were discussed and a raise of fees were proposed. Current fees are \$45.00 a year.
- They will now be \$100.00 per Quarter, \$400.00 per year for residents.
- Non- residents will be \$100.00 per year.

All fees will be due at the quarterly HOA meeting which will be held on the first day of every third month. Or can be paid in full at the beginning of the calendar year.

- **Checking Account-** Sarah Martin will get a checking account started for the HOA. It will have to have 2 signers to authorize checks. The signers will be whoever holds the offices of Treasurer and President.
- **Liability Insurance-** Before the next meeting Dan or Carol Holder will call their American Family Insurance Rep and get a written estimate for liability insurance. They had gotten a quoted price of \$174.00 per year for the property only and if we would like to add coverage for the shelter in the common area the price would go up to \$374.00 per year.
- **Road Improvements** – Dan Holder and Sarah Martin will be checking for pricing of an I beam for use to repair Kindred Ridge. We will also need to gravel roads as soon as weather permits.
- **Covenants-** We need to change a line item in the covenants to read. The HOA will have final approval (excluding Sam Cramer as builder) on all new homes to be built in Corlett Ridge.

All homeowners represented at this meeting discussed and approved the final outcome of these topics.

3/19/14 Dawn Holder  
Secretary

3/19/14 Michelle E Whisler  
Notary State of Ind.  
Co. B Johnson

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