

COUNTRY CLUB WOODS COVENANTS AND RESTRICTIONS

The following is the declaratory statement of dedication, limitations, restrictions and covenants for all purchasers, their heirs, successors and assigns, of lots in COUNTRY CLUB WOODS, a residential subdivision, lying in the Northeast and Northwest Quarter of Section 22, Township 12 North, Range 1 East, Morgan County, Indiana, and shall take title subject to and be bound by the following:

1. Land Use. All lots herein are for residential use only, limited to one single family dwelling per lot. No further division of any lot for the purpose of creating an additional building site shall be permitted.
2. Dwelling size. No dwelling shall exceed three (3) stories in height. An attached private garage for at least two (2) cars must be included. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall not be less than one-thousand eight-hundred (1800) square feet for a one-story dwelling nor less than two-thousand (2000) square feet for a dwelling of more than one-story, with not less than one-thousand two hundred (1200) square feet on the ground floor.
3. Building Location. No building shall be located on any lot nearer to any access easement line than twenty-five (25) feet or as shown on the subdivision plat. No building shall be located nearer to the side and rear lot lines than ten (10) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. Also, no improvements or land disturbing activities of any kind are allowed between the "Improvements Limit Line" and Foxcliff Estates South (see plat for details).
4. Building Plan Review. All plans for the construction of residential dwelling houses, accessory buildings, other structures and site plan shall be reviewed and approved by the Developer. Only Developer approved builders are allowed to construct dwellings in this subdivision. The Developer also shall approve any technical variation or exception from any construction requirements. The Developer may appoint one or more persons to administer the requirements of this section. Approved building plans for dwellings to be constructed on Lots 2, 7, 14, 16, 17 and 18 shall, also be submitted to Foxcliff Estates South Homeowners Association, Inc. (FESHAI) for their records.

A site plan shall be submitted showing the location of the proposed dwelling on the lot, location of driveway, septic system, water service line, grading plan, erosion control measures and landscaping plan. Erosion control measures shall be installed in compliance with the Indiana Handbook for Erosion Control In Developing Areas. It is the lot owners their builders, contractors and subcontractors responsibility to install and maintain erosion control measures such that silt, sediments and soils are confined to the owners lot.

At the Developer's discretion, but no later than the date the last lot is sold, an Architectural Control Committee shall be formed to review and approve plans for the construction of residential dwelling houses, accessory buildings, other structures and site plan. The committee shall consist of three (3) resident owners, which shall be elected annually by all lot owners.

5. Architectural Design. All buildings, walls, fences and all other structures are subject to the approval of the Developer or Architectural Control Committee when appointed. No building, wall, fence or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans, and specifications have been submitted to the Developer or Architectural Control Committee, when appointed, which will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance, of existing homes and for conformity with erosion control standards, drainage requirements, first floor area, external construction standards, preservation of trees and other vegetation and any other such matter as may affect the aesthetics, environment or ecology of the subdivision. On lots 2, 7, 14, 16, 17 and 18 approved plans for the above improvements shall also be submitted to FESHAI and the owner of Lot 577 in Section 33 of Foxcliff Estates South for their records.

In the event the Developer or Architectural Control Committee, when appointed, fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, then such plans and specifications will be considered approved.

6. Business Use. No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.

7. Utility Easements. Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities reasonably and conveniently required, such as lines, ducts, gas or water mains or sewer mains and laterals, electric lines, telephone lines and cable

television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the owner.

8. Storage and Refuse Disposal. No outside storage of equipment, materials, supplies, debris or inoperative vehicles, (including recreational vehicles, boat, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.

9. Construction requirements.

- a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish.
- b. If the roof is a hip type then a minimum of 6/12 pitch shall be used. If the roof is to be a gable type then a minimum of 8/12 pitch shall be used.
- c. Exterior of the first story of all dwellings shall be brick, stone, or wood. Soffit and fascia may be wood, vinyl or aluminum. All exterior finish colors shall be approved by the Developer including brick. No modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.
- d. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation.
- e. All construction, finish grading, sidewalks and landscaping shall be completed within twelve (12) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.
- f. All owners, their builders and contractors shall be responsible for and maintain the job site in a reasonable, slightly order, containing all trash and debris in suitable containers to be removed from the lot upon completion of construction. Owner, their builder and contractors shall register and obtain from the Developer a copy of COUNTRY CLUB WOODS plat and these covenants and restrictions.

9. All owners, their builders and contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to streets, drainage area, utilities or other improvements.
 - h. All owners shall be fully responsible for providing proper erosion control on their lot. In the event proper erosion control is not maintained, the lot owner shall be responsible for any and all damages incurred by the Developer and adjoining property owners. The Developer shall have the right to notify the lot owner of specific erosion problems and to assess damages. The Lot Owner is responsible for the acts of any builder, contractor or subcontractor doing work on the Owner's lot.
 - i. All lot owners, for the good of the community, will maintain their lots in good condition to the edge of the street.
10. Drainage. All lot owners shall take their title subject to the rights of others to use the natural ravines, swales and valleys for the conveyance of storm water. No owner shall impede or hinder, in any way, the passage of storm water through or across their lot. Each owner shall provide adequate structures to convey storm water where improvements are constructed across swales, valleys and ravines. There is a ten (10) foot wide drainage easement off of each side of each lot.
 11. Vehicle Parking. No inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot. Operating and licensed vehicles (of the kind and nature described above) may be parked on a lot provided it is screened in such a way that it is not visible to the occupants of the adjacent lots. No vehicle of any kind shall be parked on the street except for a reasonable length of time. The developer shall determine what is acceptable screening and shall determine what is a reasonable length of time.
 12. Nuisance. No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
 13. Utility/Storage Buildings. Utility or storage buildings must have a minimum area of 120 square feet and may not be larger than 1000 square feet. All utility or storage buildings must be on a concrete foundation and be constructed to compliment the dwelling. Gazebo type structures will also be permitted. All utility, storage or gazebo structures must be approved by the developer.

14. Animals. Lot owners shall not keep, breed or raise any animal for commercial purposes. Lot owners shall be allowed three (3) total of either dogs, cats, or other household pet and all pets must be confined to the owners lot or on a leash accompanied by an adult. No lot owner shall be allowed to keep, breed or raise livestock, hogs or poultry.
15. Pools. No above ground type pool will be permitted.
16. No Hunting. Hunting, target practice or discharge of firearms is prohibited.
17. Private Road Maintenance The roadway which serves the lots shown hereon is to be maintained as an all weather street, including drainage, by the owners of the lots in the subdivision on a share and share alike basis. The owners shall vote annually, on the first Tuesday of April of each year, or any other agreed date, on the type and total dollar amount of maintenance to be performed and the amount of assessment to be paid for each lot owned. A simple majority of lot owners present at the meeting shall control. Each Owner is allowed one (1) vote for each lot owned. Votes will be binding and valid ONLY if ALL lot owners were notified of the date, time and place of the street maintenance meeting, by certified mail at the current address listed in the records of the Morgan County Auditors Office, at least thirty days in advance of the meeting date. At the first meeting the owners shall elect an individual to collect the monies and pay out the same for repair and maintenance of the street, associated street maintenance expenses, cost of notification of any required meetings. The individual who is to collect the monies shall be bonded in an amount equal to balance of funds on hand on the date of the annual meeting but in no case less than ten thousand dollars (\$10,000). Cost of the bond shall be paid out of the street assessments as an associated expense.
 Until such time that the street is accepted into the Morgan County road system, the minimum annual street maintenance fee shall be \$200.00 per lot.
18. Lot Owners Association The owners of the lots in this subdivision shall form an association (COUNTRY CLUB WOODS HOME OWNERS ASSOCIATION) for the purpose of providing for the maintenance and repair of the streets, street drainage, street lighting and other issues that the majority of lot owners wishes to address.
 The owners of the lots shall, by majority vote, one vote per lot, elect for a term of not less than one year, an Association Director and officers. The lot owners shall also establish any rules necessary to provide for the collection of assessment, late penalties, accounting procedures or for any other matter related to the maintenance or repair of the items listed above. To provide for the sound financial basis of the

association the Developer shall establish an account, in a financial institution with offices in the State of Indiana, and shall deposit therein an amount of \$100.00 from the sale of each lot. It shall be the responsibility of the Director to collect the annually the street maintenance fee. The Director shall be bonded in an amount not less than the maximum held in escrow, the bond premium to be paid by the Association. The Director shall have the power to place a lien on any lot for which the owner has failed to pay any assessment, and further the Director may bring suit against the lot owner, in any court of jurisdiction, to collect any unpaid assessment, and the cost of collection including but not limited to legal fees, court costs and penalties. The Developer, or Developer's representative shall be the Director of the COUNTRY CLUB WOODS HOME OWNERS ASSOCIATION until such time as the Developer assigns this responsibility to the home owners association which shall be not later than the date the last lot is sold.

19. Special Restrictions for Lots 2, 4, 14, 16, 17 & 18

In addition to the above conditions and restrictions the following covenants and restrictions shall apply to Lots 2, 7, 14, 16, 17 and 18:

- a) Dwellings constructed on these lots shall be of brick, stone or wood, including second story, except, soffits and fascia may be vinyl or aluminum.
- b) No fences shall be constructed without the approval of the Foxcliff Estates South Homeowners Association, Inc. (FESHAI).
- c) No accessory building shall be constructed without the approval of the FESHAI.
- d) Owner of Lot 577 in Foxcliff Estates South, Section 33 shall be notified by certified mail when dwelling plans, fence or accessory building plans are submitted to FESHAI.
- e) Neither the Developer nor Architectural Control Committee can alter, change or amend items related to building size or construction requirements, specifically Items 2 and 6 of these covenants and restrictions.

NOTE: If it can be shown that no portion of a fence or accessory building constructed, under item (b) and (c) respectively, will be visible at any time of the year from the boundary of Country Club Woods with Foxcliff Estates South then approval of FESHAI is not required. In no case shall the restrictions of the improvements limit line be violated.

Enforcement. Enforcement of the COUNTRY CLUB WOODS, Covenants and Restrictions, set out in this agreement shall be by proceeding at law instituted by the Developer as shown on the plat of record or the owner of any lot of record, with either of these entities having the right to bring the action against a violating party.

The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership for twenty (20) years from date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a majority of lot owners. After the initial term, the covenants and restrictions may be amended by a majority vote of the lot owners and the owner will be allowed one vote for each lot owned. Invalidation of any covenant or restriction herein by judgment, court order or otherwise shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title.

Any person, partnership, Corporation, or other legal entity violating or attempting to violate any covenant or restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, courts costs, and actual damage to the Developer or homeowner for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other lots in the subdivision and the developer. These covenants and restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the Developer or other expense in bringing the legal action including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and to be a lien upon any real estate owned by the defendant in this subdivision in the event of an adverse judgment in favor of the plaintiff and against the defendant lot owner. Included in the damages which shall be recoverable under this section to the Developer and other lot owners in this subdivision will be the monies expended by the Developer or Lot Owners in curing the violation or time and expenses which accrue in bringing an action to cure the violation. Action to enforce these covenants and restrictions on Lots 2, 4, 14, 16, 17 and 18 may also be brought by FESHAI under the terms and limitations described above.

DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned, Harmon Crone and Mike Dow owners of said property, this 26 day of April, 1999.

Harmon Crone
Harmon Crone
Mike Dow
Mike Dow

State of Indiana)
County of Morgan)

Before me, the undersigned, a Notary Public, personally appeared Harmon Crone and Mike Dow, owners and developer of said property, and acknowledged the execution of this instrument to be his voluntary act and deed.

Witness my Hand and Seal this 29 day of November, 1999.



Alan W. Seller
Signed Notary Public

Resident of Morgan County. Printed or Typed

My Commission Expires: July 14, 2001

This instrument prepared by Holloway Associates

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FOR RECORD

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Harmon Crone
MORGAN CO RECORDER