



Dedication of Dogwood Trace

I the undersigned, Russell L. Davis, owner of said real estate shown and described on the attached survey, do hereby certify that I have laid off, surveyed, and subdivided said real estate in accordance with the attached survey.

These tracts shall be collectively known as Dogwood Trace, consisting of seven (7) lots, numbered one (1) through seven (7) inclusive, and being located within Green Township, Morgan County, Indiana.

All streets and roads are hereby dedicated to the lot owners by means of an easement, which is attached hereto and recorded with these covenants and restrictions.

Dogwood Trace Covenants and Restrictions

1. All purchasers, their heirs, and assigns, of tracts in Dogwood Trace, shall take title subject to the following covenants and restrictions and shall be bound thereby.
 1. **Land Use:** All lots herein are for residential use only, limited to one family dwelling per lot. No lot in Dogwood Trace shall be permitted to be subdivided in order to create an additional building site.
 2. **Building Location:** No building shall be located on any lot nearer than twenty (20) feet to any lot line.
 3. **Utility Easements:** Areas, including access, designated as utility easements on the survey are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required, no structures shall be erected on or maintained within these easements, and the maintenance of the area is the responsibility of the owner.
 4. **Fences:** All fences are to be erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction of any other property. Stockade or privacy fences shall be constructed of wood, brick, or stone and shall not exceed six (6) feet in height and shall be located only around a pool or private area, and be at least forty (40) feet from the road easement. All fences shall be maintained in good repair.
 5. **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.
 6. **Parking & Storage of Vehicles and Boats:** No trucks, other than standard pick-up type; campers, travel trailers, recreational vehicles, boats, boat trailers, or similar vehicles (excepting construction trailers being used in conjunction with work in progress) shall be parked on any lot for a period of more than forty-eight

(48) hours, unless such vehicles are stored within a garage, or under a roofed parking area. No vehicles whatsoever are to be parked on Dogwood Trace Road. No inoperative or unlicensed vehicles shall be parked or repaired on any lot or on the driveways thereof.

7. **Auto Mechanics:** Except for the minor or routine repair and maintenance of the owner's personal vehicles, no restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.
8. **Appearance of Lot:** All equipment, garbage cans and related items shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly (weekly) removed from the premises. Any and all swimming pools shall be properly fenced and maintained.
9. **Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats, and other household pets are permitted providing they are properly housed and restrained, and are not kept, bred or maintained for any commercial purpose. No more than three dogs or cats, or any combination, shall be kept on any lot. No vicious or fighting dogs are permitted and any dog off owner's property shall be attended by its owner. The purpose of this article is to insure that no one's pets will harm, annoy or be a nuisance to any other property owner.
10. **Dwelling Restrictions:** No mobile home, trailer or other portable device or outbuilding, garage or basement shall be used as a residence. No lot or dwelling shall be used as a business or to attract or service any clients whatsoever. This does not restrict the builder/developer from maintaining an office for the purpose of developing Dogwood Trace.
11. **Other Structures:** No portable or mini-barns larger than 12'x16' shall be erected on any lot. Such building shall not obstruct the view of any other dwelling and shall conform with the frame portion of the dwelling in appearance. No portable metal or canvas buildings are allowed. Any permanent out building shall conform to local building codes and be properly constructed and maintained.
12. **Dwelling Quality and Size:** All one story dwelling shall have a minimum living area of 1300 sq. ft. All two story dwelling shall have a minimum of 1600 sq. ft., basements excluded.
13. **Garages:** No dwelling shall have less than a full size 2-car attached garage.
14. **Construction Requirements:** All dwellings must be approved by builder/developer.

15. **4 Wheeler-Dirt Bike-Motorcycles:** No 4 wheeler or dirt bikes or any motorized or mechanized vehicles shall be permitted for riding on any trails, or on any lots, or on any roads in Dogwood Trace except for ingress or egress to a dwelling.
16. **Signs:** No signs shall be displayed on any lot except for ordinary real estate signs and those used by the builder/developer.
17. **Tree Cutting:** No trees shall be harvested for sale or for commercial purposes. No trees larger than 8" in diameter should be cut except for diseased or dead trees or those in the construction area or posing a severe threat to a dwelling.

- II. **Homeowners Association Purpose and Assessment.** The purpose of the Homeowners Association is to ensure the maintenance of the road and any common signs or structures in Dogwood Trace, also it is to provide for snow and ice removal from the road. The mailboxes shall be provided by the developer and subsequently replaced by the individual homeowners, if necessary and shall conform to all other mailboxes. One membership shall exist for owners of each lot.

The Association shall commence upon execution of this agreement and remain for a term of twenty-five (25) years and thereafter unless terminated by a vote of seventy-five (75) percent of the members.

The initial Director shall be appointed by the Developer. The initial Director shall serve until the first annual meeting, to be in June of each year, whereupon he shall be elected by a majority of the members for a one year term.

The Director shall be responsible for road, sign, and structure maintenance and for snow and ice removal—if necessary. Snow should not be contracted for removal unless exceeding 2" in-depth.

The Director shall collect and deposit in a trust account all dues collected from the members. The Director shall be accountable for all expenditures and the contracting of all maintenance.

As of such time that four (4) dwellings are occupied—then an assessment of \$200.00 per residence shall be collected. The Developer shall maintain the road until such time as four (4) dwellings are occupied. This initial assessment shall be kept the same, or lowered, or raised at each annual meeting as needed. Subsequent assessments shall be voted on by members of the Association. They shall be agreed upon and passed by seventy (70) percent of the members. The future regular assessments shall be paid in June of each year, after the annual election.

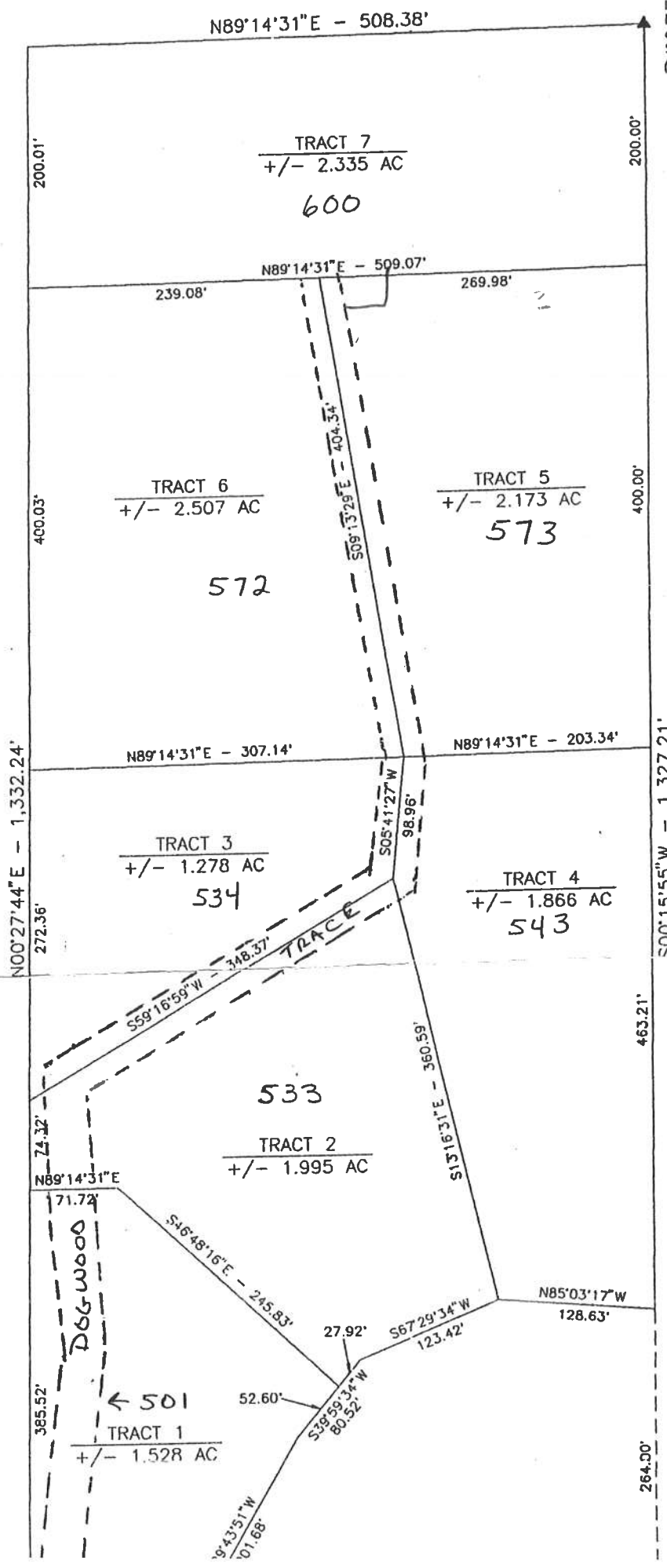
Liens: All unpaid dues for each calendar year shall become a lien upon the real estate of the association member which may be foreclosed in the name of the Association. By judicial proceedings as real estate mortgages are foreclosed,

together with pre-judgments interest, attorney fees and cost of collection, without relief from valuation and appraisal laws, the Director shall cause a list of delinquencies to be prepared each year as of July 31st and record the same, using appropriate procedures.

Priority: The priority of any lien herein shall be second and junior to any other purchase money mortgage. Otherwise, such lien is entitled the priority and dignity accorded to the date of recordation and operation of law.

- III. **Enforcement of the Covenants and Restrictions:** The right to enforce these covenants and restrictions of Dogwood Trace by injunction or to seek damages for violation or other remedy is dedicated to the owners of the lots herein and the Developer. The restrictions shall remain in full force until June 1st, 2025, at which time such covenant shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by the majority of lot owners of this section. 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 forfeiture or reversion of title.

Iron Pipe Found
 NE corner of the SE 1/4
 of the NW 1/4 of
 Section 33, T12N, R2E
 (per County Records)



Tr 2
 295
 OLD MOORE
 WEST = 305



Scale: 1" =
 ○ Iron Pin Set
 ● Property Corner