BOOK 34 PAGE 36

Henderson Ridge Estates

Section 1

CERTIFICATION AND DESCRIPTION OF Henderson Ridge Estates, Section 1

I, the undersigned, being duly authorized and licensed as a Registered Land Surveyor within the State of Indiana, do hereby certify that the attached plat of Henderson Ridge Estates, Section 1, a subdivision in Clay Township, Morgan County, Indiana, is a true representation of a subdivision of part of the Southwest Quarter of Fractional Section 19, Township 13 North, Range 2 East of the Second Principal Meridian, and part of the Southeast Quarter of Section 24, Township 13 North, Range 1 East of the Second Principal Meridian, Morgan County, Indiana, and being more particularly described as follows:

Beginning at the Intermate monument (found) marking the southeast corner of the Southwest Quarter of said Fractional Section 19; thence traversing along the south line of the said Southwest Quarter and along Centenary Road, South 89 degrees 59 minutes 44 seconds West, 1634.82 feet to a stone found marking the southwest corner of said Fractional Section 19 (*the reference tie from pin was found North 58 degrees 33 minutes 36 seconds East, 8.27 feet*); thence traversing along said Centenary Road, North 89 degrees 59 minutes 30 seconds West, 844.82 feet to an iron pin (found), said iron pin being North 90 degrees 00 minutes 00 seconds West (assumed bearing), 2663.44 feet from the Intermate monument marking the northeast corner of the Southwest Quarter of said Fractional Section 19; thence traversing North 04 degrees 02 minutes 02 seconds East, 213.34 feet to an iron pin (capped S 0034); thence traversing North 90 degrees 00 minutes 00 seconds East, 315.44 feet to an iron pin (capped S 0034); thence traverse North 20 degrees 48 minutes 30 seconds East, 206.75 feet to an iron pin (capped S 0034); thence traverse along a curve to the left having a radius 288.00 feet, said being subtended by a chord bearing South 79 degrees 35 minutes 45 seconds East, 101.13 feet, an arc distance of 101.69 feet to an iron pin (capped S 0034); thence traverse North 90 degrees 00 minutes 00 seconds East, 277.88 feet to an iron pin (capped S 0034); thence traverse South 00 degrees 04 minutes 08 seconds West, 173.00 feet to an iron pin (capped S 0034); thence traverse North 90 degrees 00 minutes 00 seconds East, 648.00 feet to an iron pin (capped S 0034); thence traverse North 00 degrees 04 minutes 09 seconds East, 175.00 feet to an iron pin (capped S 0034); thence traverse North 90 degrees 00 minutes 00 seconds East, 375.00 feet to an iron pin (capped S 0034); thence traverse South 00 degrees 00 minutes 00 seconds West, 173.00 feet to an iron pin (capped S 0034); thence traverse North 90 degrees 00 minutes 00 seconds East, 461.68 feet to an iron pin (capped S 0034); thence traverse North 01 degree 05 minutes 11 seconds West, 142.53 feet to an iron pin (capped S 0034); thence traverse North 90 degrees 00 minutes 00 seconds East, 208.00 feet to an iron pin (capped S 0034) in Henderson Ford Road; thence traverse along said road, South 07 degrees 05 minutes 11 seconds East, 377.57 feet to the Point of Beginning. Containing 14.95 acres, more or less.

This subdivision consists of twenty-two (22) lots, numbered One (1) through Twenty-two (22) inclusive. The size of the lots and the width of the streets are shown in figures denoting feet and decimal parts thereof.

JOHN E. DRAGALIK NOTARIAL SEAL NO. S 0034 STATE OF INDIANA LAND SURVEYOR

Certified this 14th day of March, 1994.

John E. Dragalik
Registered Land Surveyor # S 0034

Dragalik Surveying & Engineering
19 West Washington Street
Martinsville, Indiana 46151
Phone: (317)342-3806

DEDICATION OF Henderson Ridge Estates, Section 1

We the undersigned, Timothy N. Bennett and Joy L. Bennett, owners of said real estate shown and described on the attached plat, do hereby certify that We have laid off, platted, and subdivided said real estate in accordance with the attached plat.

This subdivision shall be known as Henderson Ridge Estates, Section 1, a subdivision consisting of twenty-two (22) lots, numbered One (1) through Twenty-two (22) inclusive, said being located within Clay Township, Morgan County, Indiana. All streets and roads, not heretofore dedicated, are hereby dedicated to the public.

COVENANTS AND RESTRICTIONS

1. All purchasers of Henderson Ridge Estates shall take title subject to the following covenants and restrictions and to Indiana Law.

1. **Land Use.** All lots herein are for residential use only, limited to one single family dwelling per lot.

2. **Building Location.** No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines per appropriate building codes and this plat. 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 upon the other lot or part thereof, is created by the same owner. No lot in Henderson Ridge Estates shall be permitted to be subdivided in order to create an additional building site.

3. **Utility Easements.** Areas, including streets, designated as utility easements on the plat are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. These easements are not for the use of said shall not be used for high voltage electric transmission lines or high-pressure liquid transmission pipe lines, except by written permission of the lot owners at the time said transmission line is to be constructed. No structure shall be erected on or authorized within these easements, and the maintenance is the responsibility of the owner.

4. **Surface Easements.** Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be constructed or maintained within such areas, and drainage shall not be restricted. Maintenance is the responsibility of the lot owner.

5. **Entry Sign Easements.** Areas designated as entry sign easements, shown by dashed lines on the attached plat, are dedicated solely for the installation and maintenance of entry signs for Henderson Ridge Estates. The maintenance of the signs and the landscaping associated with these signs is the responsibility of the Henderson Ridge Estates Homeowners Association; however, the maintenance of the remaining area within these easements is the responsibility of the lot owner.

6. **Fences.** No fence shall be erected on or along any lot or lot line with height or distance ratio, light, or air. All fences are to be erected conveniently so as to receive the property and determine the issue without interference or obstruction of any other property. Hedges or privacy fences shall be restricted to a of vision, brick or stone, and if over a height of forty-eight (48) inches, shall not be permitted any closer to the front of lot than the face of the maintenance structure. All fences shall be maintained in good repair.

7. **Signs.** No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than five (5) signs, no larger than five (5) square feet, shall be allowed by any builder as shown to advertise the property during construction. However, any sign so required by law may be displayed during the construction period in addition to this permitted signs. This covenant for no application to the temporary or permanent signage of the Developer while lots are being sold.

8. **Nuisance Lot Maintenance.** Owners lot shall be maintained by the following terms: No trash shall be allowed to accumulate, and grass or growth shall not be over eight (8) inches in height. Unsold lots shall be mowed and maintained by the Developer. If said lots are not maintained, the Developer shall have the option to mow the property and charge the owner a fee.

9. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris, and/or unlicensed vehicles (including unlicensed recreational vehicles and boats) shall be permitted. Trash, garbage or any other waste shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No burning or trash burning shall be allowed.

10. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed three (3) total of either dogs, cats or other household pets to be kept on any lot, provided they are not kept, bred or maintained for any commercial purposes. All animals shall be restricted to owners' property, unless the animal is on a leash accompanied by the lot owner.

11. **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.

12. **Architectural Control Committee.** An Architectural Control Committee (ACC) shall review and approve all plans for the construction or alteration of buildings and other building structures to promote the harmony of designs and compatibility with existing structures. No reasonable disapproval be denied. The Developer shall retain all appointments until all lots are sold in Henderson Ridge Estates, and the ACC shall initially consist of the Developer's representatives, further, shall further staff two (2) Property owners appointed, otherwise, the Architectural Control shall be appointed. Once all of the lots are sold in Henderson Ridge Estates by the Developer, the ACC shall consist of five (5) resident owners elected by a majority of the Henderson Ridge Estates Homeowners Association.

13. **Travelling Businesses.** No mobile home, trailer or other portable device or outbuilding, garage or basement shall be used as a residence, either temporary or permanent. Shall not be maintained or permitted a holding from selling such lot intended as real storage or office during the period of construction of a temporary office for Developer's sales and/or construction purposes.

14. **Building Area.** No dwelling shall exceed two and one-half (2-1/2) stories in height. All dwellings shall have an attached private garage for at least two (2) cars. Any necessary building area must with the approval of the Architectural Control Committee.

15. **Dwelling Quality and Size.** The ground floor of the main structure, exclusive of one-story open porches, basements and garages, shall be not less than fifteen hundred (1500) square feet for a one-story dwelling nor less than two thousand (2000) square feet for a dwelling of more than one story, with at least a minimum of nine hundred (900) square feet on ground level.

16. **Water Supply and Sewage Disposal.** All lots to be served with public water and sewer services. No individual sewage water supply nor sewage disposal systems shall be permitted upon any lot.

17. **Storage Tanks.** Oil, gas, or gasoline storage tanks shall either be buried or located within house or garage area, or else they are completely concealed from outside view.

18. **Window Air Conditioners.** The use of window air conditioners, or other similar units, is prohibited within Henderson Ridge Estates. Air conditioners, if any, should be of the central air unit.

M. **Construction Requirements.**

a. Dwelling (area) shall be a minimum of twelve (12) inches, excluding any exterior finish on gutters, roof, ridges, and front gables.

b. Wood shall be a minimum of a #2 grade, and shall be applied throughout.

c. Exterior building materials shall be limited to brick, stone, redwood, cedar or painted wood and vinyl siding. The first story shall have a minimum of fifty (50) percent brick or stonework for front exterior. Sloping ratios, if any, shall be of a pitch not less than 6/12, unless otherwise approved.

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. Positive drainage is discouraged from the grade point beginning at the footers to away elevation of at least eight and one-eighth (8-1/8) percent (from) grade back drop for every twelve inches of distance).

e. All driveways are to be of concrete or asphalt according to any building requirements of the area. All driveways shall be of a width to accommodate of vehicles of property owners or those normal parking on street or in garage areas.

f. All construction, including subcontracting work from anything from the undersigned within two (2) years from the date of completion, sale of land and assumed without any abandonment of work to progress completion.

N. **Access Restrictions.** Lot Numbers Four (4), Seven (7), Thirteen (13), Fifteen (15) and Twenty-one (21) are prohibited from accessing Centenary Road. Access for these lots must be obtained from the interior streets within this subdivision, or in the case of Lot Number Twenty-one (21), access is to be from Henderson Ford Road.

O. **Homeowners Association.** Every lot in Henderson Ridge Estates shall be members of an undesignated association of such owners known as the Henderson Ridge Estates Homeowners Association. The purpose of the Association is the maintenance of the entrance/landscape areas, the common areas of the landscaped within this subdivision, and the architectural review of the structures in this subdivision.

1. **Membership.** One membership shall exist for each of the numbered lots within all of the sections of this subdivision. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. Purchasers on contract (equitable owners) shall be entitled to the membership rather than the fee-simple or holder. The Developer shall have one membership for each lot not sold.

2. **Duties.** 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 as attested and recorded in the miscellaneous records of the Recorder's Office of Morgan County, Indiana.

3. **Directors.**

a. Duties. The Director shall be responsible for the maintenance of the entrance/landscape areas, the meeting areas of the landscaped within this subdivision, and the subdivision signs at the entrances to this subdivision. The Director shall collect and deposit in the trust account all dues assessed from the members of the Association. The Director shall be responsible for all expenditures under the Ownership of all maintenance.

b. Term/Election. The Initial Director shall be appointed by the Developer. The initial Director shall serve until the first annual meeting, whereupon he shall be succeeded by a majority of the members present for a one year term and a successor is elected and qualified. Except for the Developer's appointee, the Director shall be a member of the Association.

4. **Committees.**

a. Duties. The Committee shall be responsible for setting dues for the Association based upon the amount of money required to maintain the landscaped areas, the meeting areas of the landscaped within this subdivision, and the subdivision signs at the entrances to this subdivision. It shall meet as required and shall also establish quorum and voting rules, otherwise a majority rules controls. It shall authorize expenditures from all its proceedings and elect a Secretary and Chairperson.

b. Term/Election. The Committee shall consist of not less than three (3) nor more than seven (7) members. Initially the Committee shall consist of three (3) members and shall be appointed and/or approved by the vote of the membership of the Association. Each member of the Committee shall be elected for a one year term and shall serve until a successor is elected and qualified. The term of a Committee member shall be three years and staggered method whereby then two (2) are elected in one annual year, initially the term shall be for three (3), two (2), and one (1) years as designated.

5. **Meetings.**

a. Annual Meeting. The Annual Meeting shall be at 7:00 p.m. on the first Wednesday in January, unless otherwise established by the Committee. The first annual meeting shall be held in year 1995. A quorum shall be present for any meeting, and each shall be conducted by 75% of the members of this Subdivision. Meeting dates to be set by the annual vote of any unrepresented persons while Henderson Ridge Estates shall be developed.

1. The election of a Director.
2. The election of a Secretary/Treasurer.
3. The establishment of dues/assessment for maintenance.
4. The setting of fines or other enforcement.
5. Any other business which may properly come before the Meeting.

The Director shall preside at all meetings.

b. Special Meetings. Special meetings may be called by the Director or Committee, upon written request of fifteen (15) percent of the members, delivered either personally or by mail to the Secretary. Upon receipt of such request, the Secretary shall call a special meeting to be held within ten (10) days of receipt of the request. The notice shall state the purpose of the meeting, the time, date, and place of the meeting.

6. **Rules.** All dues or other assessments shall be assessed per Association Members and as established and approved by the Committee.

a. Initial Dues. The Developer agrees to pay Fifty Dollars ($50.00) per lot owned in Henderson Ridge Estates to the Association for the first year of operation. Thereafter, the Committee shall establish the dues for the following year. Dues shall be due on the first day of January each year. Dues shall be paid to the Secretary/Treasurer of the Association. Dues shall be delinquent if not paid by the last day of February each year. Any dues delinquent shall be subject to a late charge of Twenty-five Dollars ($25.00) per month. Any dues delinquent for more than three (3) months shall be subject to a lien against the property. The Association may foreclose the lien against the property subject to the lien, and may be a personal obligation of the owner of the property at the time the assessment is due. The Association shall be entitled to recover its costs and reasonable attorney's fees incurred in any action to collect any unpaid dues, whether or not such action is brought to foreclosure proceedings. The failure or forbearance of the Association to enforce the lien or any assessment thereunder shall not be deemed a waiver of the lien or the assessment or any subsequent breach or default. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

b. Liens. All dues or other assessments shall constitute a lien on the respective lots prior and superior to all other liens except (1) all taxes, bonds, assessments and levies which by law would be superior, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value and recorded prior to the date on which the lien of the Association becomes effective. The Association shall have the power to subordinate the aforesaid assessment lien to any other mortgage, lien or encumbrance, subject to such limitations, if any, as may be imposed by the Association.

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

P. **Enforcement of this Covenants and Restrictions.** The right to enforce these Covenants and Restrictions of Henderson Ridge Estates by injunction or to seek damages for violation or other remedy is dedicated to the Owners of the lots herein, the Developer, the Architectural Control Committee, and the Henderson Ridge Estates Homeowners Association. The prohibition shall remain in full force for twenty-five (25) years from date of the execution of this Agreement, at which time such covenant shall be automatically extended for successive periods of ten (10) years unless changed or 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.

In witness whereof, the undersigned have set their hands and seals this 11th day of April, 1994.

Timothy N. Bennett — Joy L. Bennett

STATE OF INDIANA)
) SS
COUNTY OF MORGAN)

Before me, the undersigned, a Notary Public in and for the Said County and State, personally appeared Timothy N. Bennett and Joy L. Bennett and acknowledged the execution of the attached plat of Henderson Ridge Estates, Section 1.

Witness my Hand and Seal this 11th day of April, 1994.

Signature — J. Ross Dragalik, Printed

My commission expires October 24, 1994.

NOTARY PUBLIC SEAL STATE OF INDIANA

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND THE RULES AND ORDINANCES AS ADOPTED BY THE MORGAN COUNTY PLAN COMMISSION AS FOLLOWS.

Approved by the Morgan County Plan Commission at a meeting held on the 4-11-94 day of April, 1994.

Susan M. Smith — Chairperson's Signature; Sue K. Lovell — Secretary's Signature

Susan M. Smith — Chairperson (Printed); Sue K. Lovell — Secretary (Printed)

Entered for Taxation this _____ day of _____, 1994.

_____
Auditor of Morgan County, Indiana

APR 19 1994

Sheet 2 of 2

94-2849

FIDELITY NATIONAL FINANCIAL