

2/1/92

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH that Wilma M. Abdon, Trustee to Reconvey, of Morgan County, State of Indiana, conveys to Donald A. Abdon, of Morgan County, State of Indiana, in satisfaction of Trust and One Dollar (\$1.00) and other valuable consideration, the following described real estate in Morgan County, Indiana:

See attached Exhibit "1" legal description also known as Hickory Ridge Estates, all upon the following covenants and restrictions to run with the real estate herein described and any subsequent conveyance of any portion thereof and all covenants running with the land and all successors in title or interest whatsoever:

See attached Covenants and Restrictions

Dated this 26th day of February, 1992.

DULY ENTERED FOR TAXATION
Feb 26 1992
Brenda Brittain
Auditor, Morgan County

Wilma M. Abdon
Wilma M. Abdon
Trustee to Reconvey

STATE OF INDIANA,
SS:
COUNTY OF MORGAN,

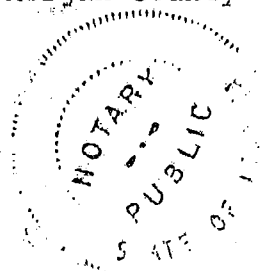
Before me, the undersigned, a Notary Public, in and for said County and State, this 26th day of February, 1992, personally appeared Wilma M. Abdon, Trustee to Reconvey, and acknowledged the execution of the foregoing Trustee's Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Phillip R. Smith
Phillip R. Smith
Notary Public of Morgan County

My Commission Expires:
11/5/95

This instrument prepared by Phillip R. Smith, Attorney
359 East Morgan, Martinsville, In 46151



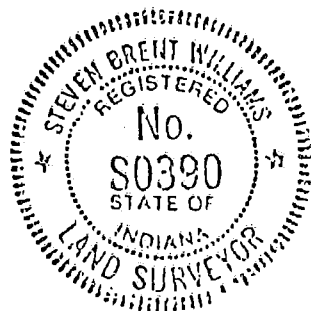
Tax Statements: Donald A. Abdon, 137 Woodland Court, Mooresville, Indiana 46158

**HICKORY RIDGE
TOTAL TRACT
LEGAL DESCRIPTION**

A part of the North Half of Section 15, Township 13 North, Range 2 East of the Second Principal Meridian, located in Morgan County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Morgan Glen Section One, Amended Subdivision as per plat thereof recorded in Book 249, Page 116 in the Office of the Recorder of Morgan County; thence South 26 degrees 13 minutes 43 seconds West a distance of 1031.20 feet; thence South 29 degrees 20 minutes 55 seconds West a distance of 1100.00 feet to a point being the Southernmost corner of Morgan Glen Section Three as per plat thereof recorded in Book 260, Page 368 in the Office of the Recorder also being the Point of Beginning of this description; thence North 46 degrees 44 minutes 02 seconds West on and along the Western boundary of said Subdivision a distance of 813.10 feet; thence North 50 degrees 51 minutes 07 seconds West a distance of 229.28 feet; thence North 07 degrees 35 minutes 01 seconds West to a point on the South right-of-way line of Woodland Court, a distance of 134.79 feet; thence South 82 degrees 24 minutes 43 seconds West on and along said South line a distance of 184.29 feet to the point of curvature of a non-tangential curve whose radius point bears North 67 degrees 35 minutes 17 seconds West a distance of 50.00 feet; thence on and along the arc and said South line a distance of 130.90 feet to a point which bears South 82 degrees 24 minutes 43 seconds West a distance of 50.00 feet from the radius point of said curve, said point also being the Southeast corner of Lot No. 43 of Morgan Glen Section Three; thence South 82 degrees 24 minutes 43 seconds West on and along the South line of lot No. 43 a distance of 397.03 feet (plat = 379.00 feet) to a point on the West line of Section 15; thence South 6 degrees 17 minutes 34 seconds East on and along said West line a distance of 1419.01 feet (deed = 1429.42 feet) to a point 438.00 feet North of the Southwest corner of the Northwest Quarter of Section 15 per a survey by Ross O. Holloway dated January 7, 1991, Book 111, Page 404 Office of the Recorder; thence North 85 degrees 13 minutes 10 seconds East a distance of 584.00 feet; thence South 6 degrees 22 minutes 09 seconds East a distance of 414.87 feet to a point on the South line of said Quarter Section; thence North 82 degrees 57 minutes 01 seconds East on and along said South line a distance of 759.36 feet (deed = 734.67 feet); thence North 4 degrees 51 minutes 37 seconds East a distance of 727.15 feet (deed = 728.09 feet); thence North 36 degrees 55 minutes 37 seconds West a distance of 231.45 feet to the Point of Beginning containing 44.908 acres more or less, subject however to all legal rights-of-way and easements of record.

I hereby certify that the above plat and description are a true and accurate representation of a survey completed under my direction on December 9, 1991.



Steven B. Williams
Steven B. Williams, L.S. No. S 0390.

HICKORY RIDGE ESTATES
COVENANTS AND RESTRICTIONS

By this document an entity known as Hickory Ridge Estates is established as per the description and easements attached hereto subject to the following RESTRICTIONS to run with the real estate herein described, any subsequent conveyance or any portion thereof, all as covenants running with the land and all successors in title or interest whatsoever:

1.0 Private Roads.

1.1 The roadways as designated upon the plat attached shall be mutual easements fifty (50) feet in width and be for the benefit of the several owners of tracts in Hickory Hills Estates, which roadways are more particularly described in Exhibit 'C' attached hereto.

1.2 That the cost of maintaining and repairing such roads in good, serviceable condition shall be borne by the several owners of tracts by assessment as hereinafter provided.

1.3 That the initial roadways to be provided upon development shall be gravel, eighteen (18) feet in width, with ten (10) inches of stone, which shall be maintained at least to such minimum standards or to such higher standards as the Maintenance Association may hereafter determine.

1.4 All driveway culverts shall be approved by the maintenance association.

2.0 Roadway and Utility Easement. There is hereby created

a blanket easement upon, across, over and under all roadways for ingress, egress, installation, repairing all utilites, including but not limited to water, sewers, gas, telephone, electricity and master antenna or cable system. By virtue of this easement, it shall be expressly permissible for the company providing utility service to erect and maintain necessary poles, equipment and lines upon such easement to affix and maintain wires, circuits and conduits on, above, and under the roadway easement. An easement is further granted to all police, fire protection, ambulance and similar persons or entities to enter upon the roadways in the performance of their duties. In addition, an easement is granted to all tracts to use the roadway areas to obtain water should the same be necessary.

2.1 Parcel No. 4 shall have and parcel no. 3 shall be subject to an easement for access as described in Exhibit 'A' attached hereto.

2.2 Parcel No. 1 shall have and parcel no. 2 shall be subject to an easement for access as described in Exhibit 'D' attached hereto.

3.0 Lake Use. Each owner of a seperate tract shall have the right to use the lake as described in the plat attached hereto. Such use shall however be restricted as follows:

3.1 No gasoline motors shall be operated upon the lake.

3.2 Boats shall be limited to fourteen (14) feet in length.

3.3 All newly constructed docks shall be limited to a maximun length of eighteen (18) foot extention into the lake and only one such dock shall be permitted per parcel.

3.4 Maintenance of the lake, dam and appurtances shall be by the Maintenance Association as hereinafter provided.

3.5 Parcel No. 10, as herein described shall have access and an easement to the lake upon a easement upon parcel no. 1 fifteen (15) feet in width as described in Exhibit 'B' attached hereto.

3.6 Each of the several parcel owners shall be subject to an easement upon their water frontage for maintenance of the lake or its associated structures.

4.0 Use. The real estate shall be exclusively used for residential purposes with one single family dwelling per tract; except that any one or more of the existing improvements upon parcel 1 may be used for residential purposes. Parcel owners shall not be restricted from having a in home office, however, no signs shall be permitted except for the purpose of offering a home or parcel for sale.

4.1 All dwellings shall contain no less than two thousand (2000) square feet. Two story dwellings shall have no less than one thousand five hundred (1500) square feet on the ground, square footage shall mean living area exclusive of porches, decks, patios, and garages or other unheated areas. If, however, any one or more sides of the lower level are ground elevation, the same may be considered in meeting the square footage requirements.

4.2 No mobile home, modular or sectional home, manufactured housing, basement or garage shall be a residence either temporarily or permanently.

4.3 No tract owner shall be permitted, nor shall any tract owner permit any other person to keep, possess or shelter any animals other than household pets or personal pleasure pets (such as a horse) upon any tract. Under no circumstance shall any tract owner maintain any swine, cattle or other farm livestock.

4.4 No open dumping or trash shall be allowed to accumulate upon any of the several parcels.

4.5 No removal of timber for commercial sale shall be allowed nor shall any mining of sand, gravel, stone, shale, dirt or other mineral shall be allowed. Timber removal shall be limited to what is necessary for the structures upon the parcel and safety in occupancy of the the parcel.

4.6 Vehicles upon each parcel shall be limited to personal use vehicles; no abandoned, wrecked or unlicensed vehicles shall be kept upon any parcel unless stored within a structure.

4.7 All structures separated from the primary dwelling upon any parcel shall be constructed of similar materials and architecture as the primary dwelling. Such structures shall be no less than 200 feet from any dwelling upon any adjacent parcel.

4.8 No underground storage tanks shall be permitted upon any parcel.

4.9 No parcel shall be subdivided or any portion thereof sold as a separate parcel except with the written permission of the developer/owner.

4.10 No noxious or offensive activity shall be permitted upon the real estate described herein, nor shall anything be done which shall be or become an annoyance or nuisance to the neighborhood.

5.0 Maintenance Association. Membership in the Association is hereby created in each of the parcel owners and transferred in the event that any interest, legal or equitable, is transferred as to any parcel herein described. The purpose of the Association is to maintain the roadways, lake, dam, appurtenances and such other purposes as the membership may determine.

5.1 Each tract shall have one vote in the affairs of the Association and a majority of those present and voting, after reasonable notice to all, shall determine the issue under consideration. Modification of these covenants and restriction shall however require a vote of no less than two-thirds (2/3) of all parcels to be effective.

5.2 The Association shall elect a Maintenance Director during the month of October, each year, who shall serve without pay to accomplish the tasks and goals as the membership may determine.

5.3 Each tract shall be assessed equally for maintenance of the lake and associated structures. Parcels 1, 2, 3, 4, 9, and 10 shall be assessed equally for one-third (1/3) and parcels 5, 6, 7, and 8 shall be assessed equally for two-thirds (2/3) of the cost of roadway maintenance. Other costs shall be assessed as the Association membership shall determine.

5.4 Assessment shall be in October 1st of each year. The funds shall be paid, in trust, to the Maintenance Director who shall account to the members for the use thereof. The Maintenance Director shall be bonded in the amount of the gross annual assessment, each year. The initial assessment shall be in

the sum of \$200 for parcels 1, 2, 3, 4, 9, and 10; in the sum of \$300 for parcels 5, 6, 7 and 8 ; and in the amount as determined by the membership in subsequent years.

5.5 That the developer shall not be subject of assessment except to the extent that he resides upon one or more of the parcels.

5.6 All assessments are due within thirty (30) days of receipt of billing and shall be a lien upon the tract delinquent thereafter, as well as a personal obligation of the tract owner(s). Said lien may be foreclosed by the Association in the same manner and procedure as is applicable for foreclosure of mortgages, including interest at an initial rate of eighteen (18) percent, per annum, thereafter set yearly by the Association, reasonable attorney fees, costs and expenses related to such proceeding. Said lien shall be subordinate to any purchase money mortgage upon any tract.

6.0 Enforcement. The Association or any member thereof shall have the right to enforcement of any the provisions contained herein and the violator shall be responsible for expenses in enforcement, including attorney fees. The provisions contained herein shall run with the land, however, violation shall not result in forfeiture or reversion of title to the real estate and failure to enforce or prosecute any provision or its invalidity shall not be construed as a waiver of the right of enforcement or validity of any remaining provision.

20' INGRESS/EGRESS AND UTILITY EASEMENTLEGAL DESCRIPTION

A twenty (20) foot ingress/egress easement, 10.00 feet each side of the following described centerline:

A part of the North Half of Section 15, Township 13 North, Range 2 East of the Second Principal Meridian located in Morgan County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Morgan Glen Section One, Amended Subdivision as per plat thereof recorded in Book 249, Page 116 in the Office of the Recorder of Morgan County; thence South 26 degrees 13 minutes 43 seconds West a distance of 1031.20 feet; thence South 29 degrees 20 minutes 55 seconds West a distance of 1100.00 feet to a point being the Southernmost corner of Morgan Glen Section Three as per plat thereof recorded in Book 260, Page 368 in the Office of the Recorder; thence North 46 degrees 44 minutes 02 seconds West on and along the Western boundary of said Subdivision a distance of 813.10 feet; thence North 50 degrees 51 minutes 07 seconds West a distance of 229.28 feet; thence North 07 degrees 35 minutes 01 seconds West to a point on the South right-of-way line of Woodland Court, a distance of 134.79 feet; thence South 82 degrees 24 minutes 43 second West on and along said South line a distance of 184.29 feet to the point of curvature of a non-tangential curve whose radius point bears North 67 degrees 35 minutes 17 seconds West a distance of 50.00 feet; thence on and along the arc and said South line a distance of 86.69 feet to the point of curvature of a reverse curve to the left whose radius point bears South 39 degrees 13 minutes 32 seconds East a distance of 200.00 feet; thence on and along the arc of said curve a distance of 193.43 feet to a point which bears South 85 degrees 21 minutes 35 seconds West a distance of 200.00 feet from the radius point; thence South 11 degrees 16 minutes 50 seconds East - 340.81 feet; thence North 83 degrees 30 minutes 31 seconds East 206.93 feet; thence South 83 degrees 37 minutes 42 seconds East - 79.05 feet; thence South 56 degrees 36 minutes 24 seconds East - 122.10 feet; thence South 74 degrees 43 minutes 20 seconds East - 95.39 feet; thence South 68 degrees 06 minutes 46 seconds East - 79.31 feet; thence South 61 degrees 00 minutes 51 seconds East - 58.51 feet; thence South 54 degrees 59 minutes 30 seconds East - 262.72 feet; thence South 41 degrees 35 minutes 06 seconds East - 47.62 feet; to the Point of Beginning of this description; thence South 50 degrees 42 minutes 17 seconds East a distance of 251.23 feet terminating on the North line of Lot 4 Hickory Ridge an unplatted subdivision.



15' BOAT ACCESS EASEMENT
IN FAVOR OF THE OWNER OF LOT NO. 10
ACROSS THE LANDS OF LOT NO. 1
HICKORY RIDGE
LEGAL DESCRIPTION

A part of the North Half of Section 15, Township 13 North, Range 2 East of the Second Principal Meridian, located in Morgan County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Morgan Glen Section One, Amended Subdivision as per plat thereof recorded in Book 249, Page 116 in the Office of the Recorder of Morgan County; thence South 26 degrees 13 minutes 43 seconds West a distance of 1031.20 feet; thence South 29 degrees 20 minutes 55 seconds West a distance of 1100.00 feet to a point being the Southernmost corner of Morgan Glen Section Three as per plat thereof recorded in Book 260, Page 368 in the Office of the Recorder; thence North 46 degrees 44 minutes 02 seconds West on and along the Western boundary of said subdivision a distance of 813.10 feet; thence North 50 degrees 51 minutes 07 seconds West a distance of 229.28 feet; thence North 07 degrees 35 minutes 01 seconds West to a point on the South right-of-way line of Woodland Court, a distance of 134.79 feet; thence South 82 degrees 24 minutes 43 second West on and along said South line a distance of 184.29 feet to the point of curvature of a non-tangential curve whose radius point bears North 67 degrees 35 minutes 17 seconds West a distance of 50.00 feet; thence on and along the arc and said South line a distance of 52.36 feet to a point which bears South 7 degrees 35 minutes 17 seconds East a distance of 50.00 feet from the radius point of said curve, also being a non-tangential curve whose radius point bears South 32 degrees 19 minutes 12 seconds East a distance of 175.00 feet; thence on and along the arc of said curve a distance of 190.35 feet to a point which bears South 85 degrees 21 minutes 35 seconds West a distance of 175.00 feet from the radius point of said curve; thence South 11 degrees 16 minutes 50 seconds East a distance of 365.09 feet to a point on the South line of a fifty foot ingress/egress easement being the Point of Beginning of this description; thence North 83 degrees 30 minutes 31 seconds East on and along said South easement line a distance of 15.05 feet; thence South 11 degrees 16 minutes 50 seconds East a distance of 203.64 feet to a point on the South line of Lot No. 1 Hickory Ridge; thence South 86 degrees 29 minutes 18 seconds West on and along said South line a distance of 15.14 feet to the Southwest corner thereof; thence North 11 degrees 16 minutes 50 seconds East on and along the West line of said lot a distance of 202.85 feet to the Point of Beginning containing 0.070 acres more or less.

Certified this 6th day of February, 1992.



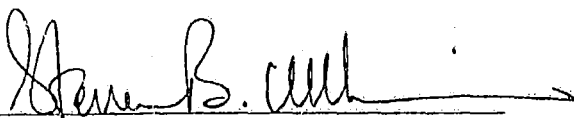

 Steven B. Williams, L.S. No. S 0390

Exhibit "B"

REVISED FEBRUARY 6, 1992
50' INGRESS/EGRESS AND UTILITY EASEMENT
LEGAL DESCRIPTION

A fifty (50) foot ingress/egress easement, 25.00 feet each side of the following described centerline:

A part of the North Half of Section 15, Township 13 North, Range 2 East of the Second Principal Meridian, located in Morgan County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Morgan Glen Section One, Amended Subdivision as per plat thereof recorded in Book 249, Page 116 in the Office of the Recorder of Morgan County; thence South 26 degrees 13 minutes 43 seconds West a distance of 1031.20 feet; thence South 29 degrees 20 minutes 55 seconds West a distance of 1100.00 feet to a point being the Southernmost corner of Morgan Glen Section Three as per plat thereof recorded in Book 260, Page 368 in the Office of the Recorder; thence North 46 degrees 44 minutes 02 seconds West on and along the Western boundary of said Subdivision a distance of 813.10 feet; thence North 50 degrees 51 minutes 07 seconds West a distance of 229.28 feet; thence North 07 degrees 35 minutes 01 seconds West to a point on the South right-of-way line of Woodland Court, a distance of 134.79 feet; thence South 82 degrees 24 minutes 43 second West on and along said South line a distance of 184.29 feet to the point of curvature of a non-tangential curve whose radius point bears North 67 degrees 35 minutes 17 seconds West a distance of 50.00 feet; thence on and along the arc and said South line a distance of 86.69 feet to the point of curvature of a reverse curve to the left whose radius point bears South 39 degrees 13 minutes 32 seconds East a distance of 200.00 feet marking the Point of Beginning of this description; thence on and along the arc of said curve a distance of 193.43 feet to a point which bears South 85 degrees 21 minutes 35 seconds West a distance of 200.00 feet from the radius point; thence South 11 degrees 16 minutes 50 seconds East - 340.81 feet; thence North 83 degrees 30 minutes 31 seconds East 206.93 feet; thence South 83 degrees 37 minutes 42 seconds East - 79.05 feet; thence South 56 degrees 36 minutes 24 seconds East - 122.10 feet; thence South 74 degrees 43 minutes 20 seconds East - 95.39 feet; thence South 68 degrees 06 minutes 46 seconds East - 79.31 feet; thence South 61 degrees 00 minutes 51 seconds East - 58.51 feet; thence South 54 degrees 59 minutes 30 seconds East - 262.72 feet; thence South 41 degrees 35 minutes 06 seconds East - 47.62 feet; thence South 8 degrees 41 minutes 24 seconds West - 43.18 feet; thence South 26 degrees 45 minutes 18 seconds West 254.10 feet; thence South 31 degrees 10 minutes 58 seconds West - 107.45 feet; thence South 44 degrees 54 minutes 34 seconds West - 81.12 feet; thence South 84 degrees 03 minutes 49 seconds West - 52.69 feet; thence South 66 degrees 22 minutes 51 seconds West - 126.38 feet; thence North 74 degrees 47 minutes 49 seconds West - 77.20 feet; thence North 62 degrees 16 minutes 26 seconds West - 105.72 feet; thence North 58 degrees 48 minutes 08 seconds West - 16.82 feet; thence North 44 degrees 22 minutes 36 seconds West - 31.20 feet; thence North 42 degrees 12 minutes 55 seconds West - 57.16 feet; thence North 42 degrees 44 minutes 18 seconds West - 34.68 feet; thence North 42 degrees 37 minutes 00 seconds West - 69.62 feet; thence North 34 degrees 40 minutes 02 seconds West - 68.39 feet; thence North 33 degrees 47 minutes 40 seconds West - 68.22 feet terminating on the East line of Lot No. 8 of Hickory Ridge unplatted subdivision.

Certified this 6th day of February, 1992.



Steven B. Williams

 Steven B. Williams, L.S. No. S0390
 Exhibit "C"

PRIVATE ROAD INGRESS/EGRESS EASEMENT

An ingress/egress easement, in favor of the Owner of Lot No. 1 across the lands of lot No. 2 as follows:

A part of the North Half of Section 15, Township 13 North, Range 2 East of the Second Principal Meridian, located in Morgan County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Morgan Glen Section One, Amended Subdivision as per plat thereof recorded in Book 249, Page 116 in the Office of the Recorder of Morgan County; thence South 26 degrees 13 minutes 43 seconds West a distance of 1031.20 feet; thence South 29 degrees 20 minutes 55 seconds West a distance of 1100.00 feet to a point being the Southernmost corner of Morgan Glen Section Three as per plat thereof recorded in Book 260, Page 368 in the Office of the Recorder; thence North 46 degrees 44 minutes 02 seconds West on and along the Western boundary of said Subdivision a distance of 813.10 feet; thence North 50 degrees 51 minutes 07 seconds West a distance of 229.28 feet; thence North 07 degrees 35 minutes 01 seconds West to a point on the South right-of-way line of Woodland Court, a distance of 134.79 feet; thence South 82 degrees 24 minutes 43 second West on and along said South line a distance of 184.29 feet to the point of curvature of a non-tangential curve whose radius point bears North 67 degrees 35 minutes 17 seconds West a distance of 50.00 feet; thence on and along the arc and said South line a distance of 86.69 feet to the point of curvature of a reverse curve to the left whose radius point bears South 39 degrees 13 minutes 32 seconds East a distance of 200.00 feet; thence on and along the arc of said curve a distance of 193.43 feet to a point which bears South 85 degrees 21 minutes 35 seconds West a distance of 200.00 feet from the radius point; thence South 11 degrees 15 minutes 50 seconds East - 340.81 feet; thence North 83 degrees 30 minutes 31 seconds East 206.93 feet; thence South 83 degrees 37 minutes 42 seconds East - 79.05 feet; to the Point of Beginning of this description; thence North 15 degrees 47 minutes 56 seconds West a distance of 107.94 feet to a point on the West line of lot no. 2; thence South 4 degrees 38 minutes 18 seconds West on and along said West lot line a distance of 100.00 feet to a point in the centerline of a 50 foot ingress/egress easement; thence South 83 degrees 37 minutes 42 seconds East on and along said centerline a distance of 37.71 feet to the Point of Beginning containing 0.043 acres more or less.

Certified this 6th day of February, 1992.



Steven B. Williams
 Steven B. Williams, L.S. No. S0390

Exhibit "D"

RECEIVED FOR RECORD
 Feb. 26, 1992
 at 9:51 A.M.
Carmella Hacker
 MORGAN COUNTY RECORDER

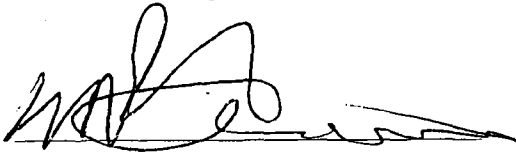
10/31/13

Amendment to Hickory Ridge Estates

Covenants and Restrictions

Pursuant to proper vote of the members of Hickory Ridge Estates, Paragraph 4.9 of the Covenants and Restrictions recorded as Instrument No. 9202129 in Book 345, Page 167 in the Office of the Recorder of Morgan County, Indiana, is amended to read as follows:

4.9 No parcel shall be subdivided or any portion thereof sold as a separate parcel.


MICHAEL R. STURM
President, Hickory Ridge Estates
Homeowners Association



201312366 COV \$13.00
10/31/2013 02:18:57P 1 PGS
Pamela Kivett
Morgan County Recorder IN
Recorded as Presented

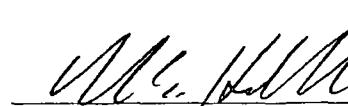
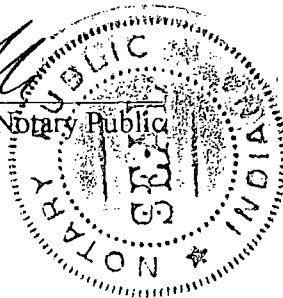


State of Indiana)
) SS:
County of Morgan)

Before me, a Notary Public in and for said County and State, personally appeared MICHAEL R. STURM, who acknowledged the execution of the foregoing Amendment to Hickory Ridge Estates Covenants and Restrictions, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial seal this 27th day of October, 2013.

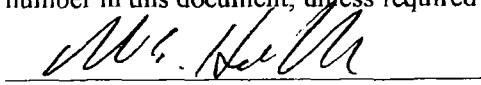
My commission expires:
September 6, 2015


Richard E. Hendrickson, Notary Public


Resident of: Morgan County, Indiana.

Prepared by: Richard E. Hendrickson

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.



05/22/16

2



201604243 COV \$17.00
05/04/2016 02:00:31P 2 PGS
Pamela Kivett
Morgan County Recorder IN
Recorded as Presented



Second Amendment to Hickory Ridge Estates

Covenants and Restrictions

Pursuant to proper vote of the members of Hickory Ridge Estates, the following amendments are made to the Covenants and Restrictions of Hickory Ridge Estates, as recorded in Book 345, page 16⁵, Instrument No. 9202129, and amended by Instrument recorded October 31, 2013 as Instrument No. 201312366, in the Office of the Recorder of Morgan County, Indiana.

The following paragraphs are AMENDED to read as follows:

- 4.3 No tract owner shall be permitted, nor shall any tract owner permit any other person to keep, possess or shelter any animals other than domestic household pets upon any tract. Under no circumstance shall any tract owner maintain any swine, cattle, poultry or other farm livestock. Horses are permitted.
- 4.7 All permanent structures separated from the primary dwelling upon any parcel shall be constructed of similar materials and architecture as the primary dwelling. Such structures shall be no less than 200 feet from any dwelling upon any adjacent parcel.
- 5.1 Each tract shall have one vote in the affairs of the Association and a majority of those voting, after reasonable notice to all, shall determine the issue under consideration. Modification of these Covenants and Restrictions shall however, require a vote of no less than seven (7) of all parcels to be effective. Votes may be cast in person or by email if it is not possible to be present for the meeting.
- 5.2 The Association shall elect a President and Treasurer at the annual meeting in the month of October, each year, who shall serve without pay to accomplish the tasks and goals as the membership may determine.
- 5.4 Assessment shall be in October of each year. The assessment, payable to "Hickory Ridge Estates HOA", shall be given to the Treasurer who shall deposit them into the Association account. The Treasurer will report to the members on the use thereof and account balance at the annual meeting. The initial assessment shall be in the sum of \$200 for parcels 1, 2, 3, 4, 9, and 10; in the sum of \$300 for parcels 5, 6, 7 and 8; and in the amount as determined by the membership in subsequent years.

Hendrickson

The following paragraph is ADDED as Paragraph 4.11 to read as follows:

4.11 Archery equipment, air-powered Paint, BB and Pellet Guns of .177 caliber and less may be used within the boundaries of an owner's property at their discretion. The construction or use of any range or other area set up for firearms practice other than those mentioned above is prohibited.

Should the use of any above equipment endanger any person or the property of others, use of such equipment is prohibited.

Larger caliber firearms may be used for personal protection, pest and varmint control only.

Paragraph 5.5 is DELETED.



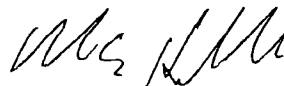
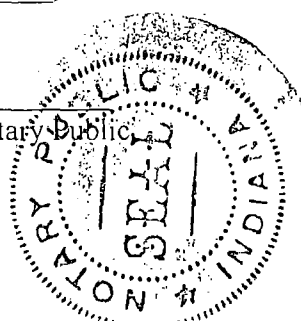
David B. Curtiss
President
Hickory Ridge Estates Association

State of Indiana)
) SS:
County of Morgan)

Before me, a Notary Public in and for said County and State, personally appeared David B. Curtiss, who acknowledged the execution of the foregoing Amendment to Hickory Ridge Estates Covenants and Restrictions, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial seal this 4th day of MAY, 2016.

My commission expires:
September 14, 2023


Richard E. Hendrickson, Notary Public


Resident of: Morgan County, Indiana.

Prepared by: Richard E. Hendrickson

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.

Richard E. Hendrickson

25

1



202115968 COV \$25.00
11/09/2021 10:05:41A 1 PGS
Jana K Gray
Morgan County Recorder IN
Recorded as Presented

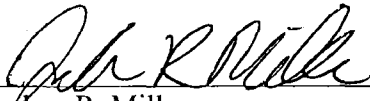


Third Amendment to Hickory Ridge Estates Covenants and Restrictions

Pursuant to proper vote of the members of Hickory Ridge Estates, the following amendment is made to the Covenants and Restrictions of Hickory Ridge Estates, as recorded in Book 345, Page 165, as Instrument No. 9202129, in the Office of the Recorder of Morgan County, Indiana, as amended.

The following paragraph is ADDED as Paragraph 3.7 to read as follows:

3.7 No tract owner shall be permitted, nor shall any tract owner permit any other person, to introduce any aquatic plant or animal species into the lake without the prior approval of the Association.



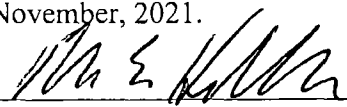
Joshua R. Miller
President
Hickory Ridge Estates Association

State of Indiana)
) SS:
County of Morgan)

Before me, a Notary Public in and for said County and State, personally appeared Joshua R. Miller, who acknowledged the execution of the foregoing Third Amendment to Hickory Ridge Estates Covenants and Restrictions, and who, having been duly sworn, stated that the representations therein contained are true.

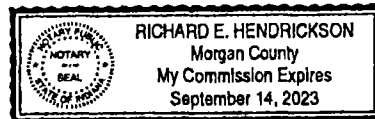
Witness my hand and Notarial seal this 8th day of November, 2021.

My commission expires:
September 14, 2023
Resident of: Morgan County, Indiana



Richard E. Hendrickson, Notary Public
Commission No. NP0672934

Prepared by: Richard E. Hendrickson



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.

Richard E. Hendrickson

11.9.21