

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR HIDDEN VALLEY LAKE ESTATES

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIDDEN VALLEY LAKE ESTATES ("Declaration") made this 22nd day of April, 1992, by Perry D. Cruse and Cynthia L. Cruse, husband and wife, as Owner and Developer (hereinafter referred to as "Developer").

WITNESSETH THAT:

WHEREAS, Developer is the owner of certain real estate located in Morgan County, Indiana, more particularly described in the attached Exhibit "A" ("Real Estate"); and

WHEREAS, Developer is developing the Real Estate for residential building sites, which shall be known as "Hidden Valley Lake Estates".

WHEREAS, Developer desires to subject the Real Estate to certain covenants and restrictions ("Covenants") in order to further ensure that the development and use of the various lots on the Real Estate is harmonious and does not adversely affect the value of other Lots on the Real Estate; and

WHEREAS, Developer desires to provide for maintenance of the lake area, and other improvements located or to be located in Hidden Valley Lake Estates, which are of common benefit of the owners of various lots within said area, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the lake area and common roadways in Hidden Valley Lake Estates.

NOW, THEREFORE, Developer hereby declares that all of the real estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Developer and every one of the Developer's successors in title to the Real Estate or any part thereof.

ARTICLE I

GENERAL PURPOSE OF THIS DECLARATION

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations of the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate, to preserve and maintain property setbacks from the lake and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all Lots within Hidden Valley Lake Estates and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Hidden Valley Lake Estates.

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ARTICLE II

DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Hidden Valley Lake Estates

The term "Hidden Valley Lake Estates" means and includes all Real Estate described in Exhibit "A".

Section 2. Developer

"Developer" means Perry D. Cruse and Cynthia L. Cruse or any other person, firm corporation or partnership which succeeds to the interest of such persons as developer of Hidden Valley Lake Estates.

Section 3. Easements.

"Easements" refer to those areas reserved as easements herein for the common benefit of all owners of Lots in Hidden Valley Lake Estates as defined in Sections 7 and 8 of this Article II.

Section 4. Lot.

"Lot" means any of up to eleven (11) separate parcels conveyed in Hidden Valley Lake Estates.

Section 5. Mortgagee.

The term "Mortgagee" means any holder, insurer, or guarantor of the first mortgage on any Lot.

Section 6. Owner.

"Owner" means any person or persons who acquire or have acquired from Developer legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

Section 7. Lake Area.

"Lake Area" means the approximately 3 acre lake located on the Real Estate which is reserved as an easement herein for the common benefit of all owners of lots in Hidden Valley Lake Estates.

Section 8. Common Roadways.

"Common Roadways" means the roads shown on the attached Exhibit "B" which is attached hereto and made a part hereof.

ARTICLE III

Section 1. Maintenance of Premises.

No lot shall be used for any purposes other than single family residential.

Section 2.

No improvements shall be erected, placed or altered on any Lot until the builder, construction plans, specifications and a plan showing the location of the structure or system have been approved by the Developer as to acceptability and quality of workmanship, harmony of external design with the structures, and as to location with respect to topography and finish grade elevation.

CHICAGO TITLE

Section 3.

Any building shall be located on any Lot nearer than thirty feet to the lake, and no dock or other improvement shall extend more than fifteen (15) feet into the lake area. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

Section 4.

The shoreline of the lake is expected to be protected and to remain in its original condition during the building of any approved structure. Debris, dirt, brush, or trees are not to be pushed into the lake under any circumstances.

Section 5.

No member shall undertake the construction of a garage or accessory building on his lot or lots until he has undertaken construction of an approved dwelling house thereon.

Section 6.

At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.

Section 7.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 8.

No structure of a temporary character shall be permitted on any lot at any time. Nor shall a partially completed dwelling be permitted. No outbuildings shall be permitted except those which are architecturally compatible with the main structure and approved by the Developer. All dwellings shall be completed on the exterior within six (6) months from the commencement of construction and the site shall be graded, seeded or sodded or landscaped within one (1) year from the date of the initiation of the construction; however, the Developer shall have the right to grant an extension of time in writing at his discretion.

Section 9.

The Developer shall have the authority to promulgate rules and regulations reasonably necessary to allow harmonious development and compatible development within Hidden Valley Lake Estates.

Section 10.

The Developer shall approve or disapprove all requests in writing within twenty (20) days of the written request. In the event the Developer fails to approve or disapprove within twenty (20) days from a written request after all required plans and

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Section 10.

The Developer shall approve or disapprove all requests in writing within twenty (20) days of the written request. In the event the Developer fails to approve or disapprove within twenty (20) days from a written request after all required plans and specifications have been submitted to him, or in any event, if no suit to enjoin the construction has been commenced within sixty (60) days after submission of all plans and specifications, then approval will not be required and the related plans or request shall be deemed to have been fully complied with.

Section 11.

With written approval from the Developer, the location of a dwelling may be located nearer to the lake than provided in these Covenants and Restrictions.

Section 12.

No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Morgan County and is located and constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health and has the approval of the Developer. On a

waterfront lot, the house will normally be between the lake and the absorption field. In those instances where the topography is such that this is not feasible other arrangements will be considered on an individual basis by the Developer. In those instances where the absorption field is between the lake and the house, a distance of seventy-five (75) feet from the closest point of the lake and any part of the field is required (as measured on the horizontal projection).

Section 13.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

Section 14.

No lot shall be used or maintained as dumping ground for rubbish, trash, or garbage. Other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15.

Any field tile or underground drain which is encountered in construction or any improvement within this subdivision shall be perpetuated and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965 and all amendments.

Section 16.

- A. A one story single family home shall have not less than 1500 square feet living area, exclusive of garages and porches.
- B. A two story home shall have not less than 900 square feet of living area on the ground floor, and not less than 1600 square feet of living area for all floors, exclusive of garages and porches.

Section 17.

No multi-family dwelling, as the term is used in the Morgan County Zoning Ordinance shall be permitted.

Section 18.

Each house constructed on a lot shall have a garage to accommodate at least two (2) cars but no more than four (4) motor vehicles.

ARTICLE IV

LOT OWNERS ASSOCIATION

Section 19.

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ARTICLE IV

LOT OWNERS ASSOCIATION

Section 1.

The Common Roadways, as set out in the attached Exhibit "B", along with the lake area, all of which are located on the property of certain owners in Hidden Valley Lake Estates, shall be designated as common roadways and the lake as a common area with said easements to be granted in favor of the other lot owners of Hidden Valley Lake Estates for their common use and enjoyment subject to maintenance, repair and development as set out in this article. Each lot owner that has a portion of the road or lake on his respective lot grants an easement to the other lot owners of Hidden Valley Lake Estates for the use of said roadway or lake area along with their respective guests for ingress and egress on

the common roadways and for the enjoyment of the lake area. The roadway easements are specifically described in the attached exhibit "B" and also are shown on the plat of Hidden Valley Lake Estates and the lake is shown on the reduced drawings shown on the attached plat which is attached hereto and marked Exhibit "C".

Section 2.

The owners together with guests in their presence, shall have the exclusive rights to use the enjoyment of the lake area and the Common Roadways.

Section 3.

After January 1, 199³, it shall be the responsibility of the lot owners, their successors and assigns, to provide for all maintenance, repair and upkeep of said Lake Area and Common Roadways. The costs of such maintenance, repairs and upkeep shall be divided equally among the owners of the respective lots with each lot owner being responsible for one-tenth (1/10) of the maintenance. The Developer shall prepare an annual budget and assess such owners for each calendar year, which assessment shall be due January 2 of each year. To this end, such Developer shall distribute to each lot purchaser reasonable rules and regulations concerning use of the lake.

Section 4.

Upon conveyance of 6 lots, the owners of the respective lots shall form an association in which each lot owner shall have one vote in the selection of a Board of Managers which shall consist of three members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year with term commencing April 1st and expiring March 31st.

Section 5.

The Board of Manager shall thereafter be responsible for establishing rules and regulations pertaining to lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the Lake Area and Common Roadways. Such budget shall be established annually on or before January 1st of each year for the ensuing twelve (12) month period.

Section 6.

Assessments shall be equally paid by each voting member thirty days from the date of billing, and there shall be a late charge of two percent (2%) per month on all delinquent payments. Attorney fees and collection costs can be recovered in collecting any and all assessments and late charges.

Section 7.

Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage, which lien can be enforced by the Developer, the Board of Managers or any co-owner subject to these Lake Covenants. By acceptance of deed of title to these properties, the grantee consents to the

Estates and the lake is shown on the reduced drawings shown on the attached plat which is attached hereto and marked Exhibit "C".

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Section 8.

After formation of the Association, in the event of a dispute arising from the maintenance, repair and upkeep of the Lake Area and Common Roadways, any voting member upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire

emergency, a meeting of the Owners shall be held, at which meeting by a majority vote, such dispute shall be resolved.

Section 9.

The Developer and the Board of Managers shall not be held personally liable in the discharge of their duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Developer or Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of Lake Area and Common Roadways usage.

Section 10.

No voting member or third party shall do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the Real Estate or proper lake management.

ARTICLE V

GENERAL PROVISIONS

Section 1. Covenants Run with the Land

The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

Section 2. Scope of Covenants

Developer and each owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, covenants, and conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Developer and each owner of each lot. Developer and each owner shall be entitled to enforce this Declaration against any owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this Declaration only so long as each such owner shall have any interest in any lot; provided, however, that the relinquishing of all of such interest shall not operate to release any owner from liability for a failure to comply with this Declaration which occurred while said owner had such interest.

Section 3 Attorneys' Fees

As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful

liability in favor of the Developer or Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of Lake Area and Common Roadways usage.

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Section 3 Attorneys' Fees

As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting owner, such defaulting owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceeding, or the parties, by agreement may fix the payment of appropriate attorney fees should any issue be litigated or settled by agreement without court proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights

The failure of Developer, the Association, or any owner to enforce any term, Covenant, or Conditions, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant or condition.

Section 5. Rights of Mortgagees

Except to the extent otherwise provided in Article IV no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions hereinabove notwithstanding, the owners shall have no right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Effect of Invalidation

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings

Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 8. Notices

All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing as the owner; or (b) seventy-two (72) hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the latest tax records of the Treasurer of Morgan County, Indiana.

Section 9. Provisions Against Merger

Developer hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Developer regardless of whether Developer is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 10. Warranties of Developer

Developer does not warrant the condition of the roads or the lake.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on the date and year first above written.

DEVELOPER:

Perry D. Cruse
PERRY D. CRUSE

Cynthia L. Cruse
CYNTHIA L. CRUSE

BOOK 117 PAGE 27

STATE OF INDIANA }
COUNTY OF MORGAN } SS:

Before me, a Notary Public in and for said County and State, personally appeared Perry D. Cruse and Cynthia L. Cruse, husband and wife as "Developer", who acknowledged execution of the foregoing Declaration of Covenants and Restrictions for Hidden Valley Lake Estates, and who having been duly sworn upon their oath stated that the representations therein contained are true.

Witness my hand and seal this 22nd day of April, 1992.



Sharon Kitchens
Notary Public
Printed: Sharon Kitchens
Resident of Morgan County



This instrument prepared by Timothy C. Currens, Attorney-at-Law,
9 West Main Street, Mooresville, Indiana 46158.

CHICAGO TITLE



EXHIBIT "A" BOOK 117 PAGE 180
HOLLOWAY LAND SURVEYING

ROSS O. HOLLOWAY, Registered Land Surveyor

UPDATED DESCRIPTION OF 51.192 ACRES
FOR PERRY CRUSE

A part of the North Half of the Southwest Quarter of Section 26,
Township 12 North, Range 1 West, Morgan County, Indiana, described
as follows:

Beginning at an iron pin which marks the northeast corner of the
above captioned North Half; thence North 89 degrees 32 minutes 14
seconds West (assumed bearing), with the north line of said North
Half, 1689.63 feet to an iron pin in the county road (for reference
the iron pin which marks the northwest corner of said North Half is
North 89 degrees 32 minutes 14 seconds West 1004.08 feet); thence
with the mean center of the county road the following six (6)
courses: (1) South 06 degrees 58 minutes 28 seconds West 398.68
feet to an iron pin, (2) South 02 degrees 04 minutes 28 seconds
West 138.89 feet to an iron pin, (3) South 04 degrees 47 minutes 28
seconds East 161.27 feet to an iron pin, (4) South 11 degrees 31
minutes 09 seconds East 186.73 feet to an iron pin, (5) South 16
degrees 22 minutes 07 seconds East 428.90 feet to an iron pin, (6)
South 19 degrees 44 minutes 43 seconds East 72.45 feet to an iron
pin on the south line of said North Half; thence, with said south
line, South 88 degrees 59 minutes 55 seconds East 1832.39 feet to
an iron pin which marks the southeast corner of said North Half;
thence, with the east line of said North Half, North no degrees 39
minutes 01 seconds West 1352.61 feet to the Point of Beginning.

Containing 51.192 acres, more or less, and subject to the right-of-
way for the county road on the west side of the parcel and to any
other rights-of-way, easements or restrictions of record or
observable.

Client: Perry Cruse
File No.: 4-92 (also see 54-90)
Dated: January 9, 1992

EXHIBIT "B" - Part 1



HOLLOWAY LAND SURVEYING

ROSS O. HOLLOWAY, Registered Land Surveyor

HVLE!

DESCRIPTION OF ACCESS AND UTILITY EASEMENT FOR PERRY CRUSS

An access and utility easement fifty (50) feet in width, twenty-five (25) feet on each side of centerline, being a part of the North Half of the Southwest Quarter of Section 25, Township 12 North, Range 1 West, Morgan County, Indiana, the centerline of the easement being described as follows:

Commencing at an iron pin which marks the northeast corner of the above captioned North Half; thence North 89 degrees 32 minutes 14 seconds West (assumed bearings), with the north line of said North Half, 1859.63 feet to an iron pin in the county road (for reference the iron pin which marks the northwest corner of said North Half is North 89 degrees 32 minutes 14 seconds West 1004.08 feet); thence with the mean center of the county road the following five (5) courses: (1) South 06 degrees 56 minutes 28 seconds West 396.68 feet to an iron pin, (2) South 02 degrees 04 minutes 28 seconds West 138.89 feet to an iron pin, (3) South 04 degrees 47 minutes 28 seconds East 161.27 feet to an iron pin, (4) South 11 degrees 31 minutes 09 seconds East 168.73 feet to an iron pin, (5) South 15 degrees 22 minutes 07 seconds East 20.15 feet to an iron pin and the POINT OF BEGINNING of the easement centerline herein described; thence North 78 degrees 58 minutes 43 seconds East 220.00 feet; thence North 89 degrees 13 minutes 03 seconds East 182.07 feet; thence South 01 degrees 33 minutes 22 seconds West 289.74 feet; thence South 68 degrees 40 minutes 38 seconds East 105.57 feet; thence North 71 degrees 31 minutes 21 seconds East 188.40 feet; thence South 73 degrees 44 minutes 54 seconds East 335.67 feet; thence South 89 degrees 47 minutes 54 seconds East 188.44 feet; thence South 80 degrees 13 minutes 46 seconds East 295.31 feet; thence North 57 degrees 33 minutes 57 seconds East 69.47 feet; thence North 16 degrees 40 minutes 10 seconds East 148.55 feet; thence North 03 degrees 18 minutes 52 seconds West 134.71 feet; thence North 34 degrees 21 minutes 35 seconds West 136.37 feet; thence North 57 degrees 55 minutes 07 seconds West 250.72 feet; thence North 38 degrees 41 minutes 48 seconds West 331.37 feet; thence South 89 degrees 36 minutes 21 seconds West 80.35 feet to the terminus of the centerline of the easement herein described.

HVLE!

Also, and access and utility easement described as follows:

Beginning at the terminus of the centerline of the above described fifty (50) foot wide access and utility easement; thence North no degrees 23 minutes 39 seconds West 35.00 feet; thence South 89 degrees 36 minutes 21 seconds West 70.00 feet; thence South no degrees 23 minutes 39 seconds East 70.00 feet; thence North 89 degrees 36 minutes 21 seconds East 70.00 feet; thence North no degrees 23 minutes 39 seconds West 35.00 feet to the Point of Beginning.



HOLLOWAY LAND SURVEYING

ROSS O. HOLLOWAY, Registered Land Surveyor

**LAKE ACCESS EASEMENT FOR
PERRY CRUSE**

HVE3

An access easement fifty (50) feet in width, twenty-five (25) feet on each side of centerline, for the purpose of access to an existing lake, the centerline of said easement being described as follows:

Commencing at an iron pin in the county road which marks the beginning point of the centerline of the fifty (50) foot wide access and utility easement previously described; thence North 78 degrees 58 minutes 43 seconds East 220.00 feet; thence North 89 degrees 13 minutes 03 seconds East 182.07 feet; thence South 01 degrees 33 minutes 22 seconds West 289.74 feet; thence South 68 degrees 40 minutes 38 seconds East 105.87 feet; thence North 73 degrees 31 minutes 21 seconds East 188.40 feet; thence South 07 degrees 44 minutes 54 seconds East 70.33 feet to the POINT OF BEGINNING of the centerline of the easement herein described; thence North 08 degrees 50 minutes 08 seconds East 195.11 feet to the terminus of the easement.

Client: Perry Cruse
File No.: 4-92 (also see 54-90)
Dated: January 9, 1992

CHICAGO TITLE

RECEIVED
FOR RECORD

'92 APR 22 PM 1 37

Carmella Hooper
MORGAN COUNTY RECORDER