

RECEIVED FOR RECORD

The 16th day of May, 1985

at 9:10 o'clock P M

and recorded in Book no. 185 p 42

Anna Jean Franklin

Recorder, Owen County

**COVENANTS AND RESTRICTIONS
FOR
OAK RIDGE ESTATES**

106639

WHEREAS, Frank McClure, Glenn Blackwell, and Terrell Stagner, owners and developers (hereinafter referred to as "Developers") of certain real estate in Owen County, Indiana, hereinafter described and which hereinafter shall be known as "Oak Ridge Estates", the legal description of which being as follows, to-wit:

The East Half of the Northeast Quarter of the Northwest Quarter of Section 33, and the Northwest Quarter of the of the Northeast Quarter of Section 33, Township 12 North, Range 2 West, containing 60 acres, more or less.

EXCEPT: A part of the Northeast Quarter of the Northwest Quarter of Section 33, Township 12 North, Range 2 West, more particularly described as follows: Beginning at a point 2,090.66 feet east of the Northwest corner of the Northwest quarter of said Section 33 said point also being 3,339.28 feet west of the Northeast corner of the Northeast quarter of said Section 33 and being witnessed by a re-bar with cap engraved James Tibbett LS80910029 and hereon referred to as a monument 20.5 feet bearing S 00 degrees 46 minutes 31 seconds East; thence South zero degrees forty-six minutes thirty-one seconds East (S 00 degrees 46 minutes 31 seconds E), a distance of Two hundred Twenty-nine and 43/100 (229.43) feet to a monument; thence North eighty-nine degrees fourteen minutes thirty-three seconds East (N 89 degrees 14 minutes 33 seconds E), a distance of one hundred twenty-six and 24/100 (126.24) feet to a monument; thence North five degrees eighteen minutes twenty-eight seconds East (N 05 degrees 18 minutes 28 seconds E) a distance of two hundred twenty-eight and 72/100 (228.72) feet to a PK Nail witnessed by a monument set 19.54 feet bearing S 05 degrees 18 minutes 30 seconds W; thence North ninety degrees zero minutes zero seconds West (N 90 degrees 00 minutes 00 seconds W) a distance of one hundred fifty and 50/100 (150.50) feet to the true point of beginning; and containing 73/100 (.7259) acres, more or less of (31618.9712 square feet more or less.

ALSO: Ten Acres off the West end of the North Half of the South Half of the Northeast Quarter of Section 33, Township 12 North, Range 2 West.

ALSO: Part of the North Half of the South Half of the Northeast Quarter of Section 33, Township 12 North, Range 2 West, EXCEPT ten acres off the West end of the North Half of the South Half of the Northeast Quarter, containing less said exception, 30 acres, more or less.

1st Addendum See Disc 120 p. 37

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And, WHEREAS, the above-described real estate has been divided into 3-acre tracts, more or less, in accordance with a plat prepared by Robert C. Griffin, Registered Land Surveyor #LS29300008, such plat being dated July 31, 1995, and, by reference, made a part hereof; and,

WHEREAS, it is the desire of the developers to make some provisions for the care and maintenance of such roadways, the descriptions of which are attached; and,

WHEREAS, it is the desire of the owners to make certain other provisions and restrictions which are to cover all tracts which are part of the above-described real estate and the plat heretofore referred to;

THEREFORE, THE DEVELOPERS DO HEREBY ESTABLISH THE FOLLOWING CONDITIONS, RESTRICTIONS AND COVENANTS, which are attached to and cover all the aforesaid real estate and the plat heretofore referred to:

There shall be created an Owner's Association which shall consist of all owners of the aforesaid tracts, whether they be legal or equitable, and such association shall have the authority and responsibilities hereafter set forth:

A. MEMBERS: One voting membership shall exist for each tract owned. The association shall exist and have full rights and authority provided herein at such time as 50% of the tracts are sold and the owner and developer shall have given the lot owners notice to assume the rights, duties, and associations herein set forth.

B. COMMITTEE: A committee shall be elected by the lot owners and shall have the following authorities and responsibilities:

(1) The committee shall review all building plans for any construction within Oak Ridge Estates, as platted, and such construction shall not commence until the approval of the committee has been obtained. Such plans shall include placement of such improvements on the tract for any accessories or outbuildings or any wall or fence and application and approval of such construction by any other governmental agency, if applicable.

(2) The committee shall be responsible for setting a levy of \$150.00 per tract for the maintenance and repair of the roadways heretofore referred to which are in the plat of the Oak Ridge Estates. This levy shall continue until the first annual meeting of the committee. Thereafter, the committee shall recommend a levy in an amount determined as necessary and proper for the care and maintenance of said roadways.

(3) The committee shall consist of three individuals, all of whom shall be owners of tracts in Oak Ridge Estates.

(4) Term: Initially the developers shall serve as such committee.

(5) The terms of the members of the committee shall be for a period of 1 year or until their successors are elected.

I. ASSOCIATION:

C. At such time as 75% of the tracts have been sold or earlier if the developers so elect, there shall be such annual meeting the Owners Association and the Committee shall assume the authority granted by these covenants and restrictions.

D. ANNUAL MEETING: The annual meeting of the lot owners shall be held no later than the 31st day of March of each year after 75% of the tracts have been sold. Notice of the time and place shall be given to the lot owners of such annual meeting. The initial meeting shall be called by the developers. Thereafter, such meeting shall be called by the committee. At the annual meeting, the following shall be done:

(1) The members of the committee shall be elected;

(2) An audit report and budget review shall be held showing the expenditure of all levies made against said lots in accordance with the provisions of these covenants;

(3) The levy for the upcoming year shall be proposed and subject to approval at the annual meeting;

(4) Such other business as the Committee may find necessary and proper.

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E. SPECIAL MEETING: A special meeting may be called by the Owners Association or by 75% of the tract owners. The time, date, place and agenda of such meeting shall be included in such notice.

II. ROADS:

F. MAINTENANCE: In event such roadways are taken into the Owen County Highway system, then all provisions concerning the maintenance of the roadways shall be moot and no longer of any force and effect.

G. SNOW REMOVAL: The committee may adopt a provision for snow removal and pay the cost of the same.

H. LIMITED ACCESS: Access to the roadways is granted to public servants and emergency vehicles, as well as city lot owners and their guests.

I. ROADS: All roadways and easements for egress and ingress shall be no less than 30 feet in width and situated upon the easements set forth in said plat previously referred to.

J. ROAD DAMAGE: Any damage to the roadways caused by construction or by any reason other than normal usage shall be the responsibility of the person causing such damage or the person owning the tract which is the object of such construction.

K. LIEN: All road levies or assessments shall be due and payable on or before June 31st following such levy and, if not paid, such shall become a lien upon the real estate of the member. Such lien may be filed, as by law provided, in the Office of the Recorder of Morgan County and may thereafter be foreclosed, as by law provided. In the event of foreclosure, said Association shall be entitled to pre-judgment interest, attorney fees, and costs of collection, and such lien shall be without relief from valuation or appraisal laws. Such lien shall have the priority, as by law provided.

III. APPEARANCE AND USE:

L. All tracts shall be residential mini-farms with one residential building site for one single family dwelling, with accessory buildings. Re-division of any tract shall be in accordance

with any Owen County regulations and shall be subject to approval of the committee. All dwellings shall be constructed of no less than 1200 square feet of living area on the first floor and no less than 1800 square feet of living area for a two-story home. All construction shall be new and in compliance with required building codes. All residential dwellings shall be constructed upon concrete footers. All dwellings shall be completed on the exterior within 6 months from commencement, and completed, including site graded and seeded or sodded or landscaped, within 1 year unless specifically approved for an extension by the developer or committee.

M. No automobile work for compensation shall be conducted on the aforescribed tracts, provided it is not intended to prevent repair of personal vehicles owned by the tract owner. Provided, further, that all vehicles shall be parked off of the aforescribed easement.

N. APPEARANCE:

- (1) All tracts shall be maintained and grass and weeds cut in such a manner as to maintain a neat and orderly appearance. No junk, garbage, rubbish or debris shall be permitted to accumulate. The committee is further authorized to provide further description and definition of such material so prohibited.
- (2) No fuel tanks shall be situated in such a manner as to be obvious from the front of the tract or from the roadway.
- (3) Care shall be taken to preserve the natural beauty and the maintaining of natural beauty shall be a consideration in all development and building consideration.

O. TREES: No trees are to be removed within the 50 foot roadway and utility easement area unless mutually agreed upon by the committee.

P. Such tracts shall not be used for any unlawful purpose and shall conform to all statutes, rules and regulations which may be issued by competent authority.

IV. EFFECTIVE DATE/AMENDMENTS:

Q.

(1) These covenants and restrictions shall be in full force and effect upon recordation and shall continue in full force and effect for 25 years from the date of recordation and, thereafter, may be automatically renewed for additional terms of 10 years until terminated by a vote of not less than 75% of the tracts for such purposes as ownership shall determine according to the records in the Office of the Recorder of Owen County.

(2) These covenants and restrictions may only be amended by a vote of 75% of the owners and, provided further, before any amendment shall be effective, it must have the consent of the developer so long as he owns any of said tracts.

V. ENFORCEMENT: Enforcement of these covenants and restrictions is reserved to the Association and to the owners of the tracts in Oak Ridge Estates. Enforcement may be by an action for injunctive relief or for damages. The invalidity of any particular covenant or restriction shall not invalidate any remaining covenant or restriction.

VI. ACCEPTANCE: The recordation of any subsequent conveyance shall be deemed acceptance of these covenants and restrictions, whether or not the same shall be set out or referenced in any deed of conveyance. However, all subsequent conveyances may, by reference to the deed record and page, specifically incorporate all covenants and restrictions set out herein.

IN WITNESS WHEREOF, the undersigned do hereby execute these Covenants and Restrictions this 7th day of August, 1995.

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Frank McClure
FRANK McCLURE

Glenn Blackwell
GLENN BLACKWELL

Terrell Stagner
TERRELL STAGNER

STATE OF INDIANA)
)
COUNTY OF MORGAN) SS:

Before me, a Notary Public in and for said County and State, personally appeared Frank McClure, Glenn Blackwell, and Terrell Stagner who acknowledged the execution of the foregoing Covenants and Restrictions for Oak Ridge Estates and who, having been duly sworn, stated that all representations contained therein are true.

WITNESS my hand and Notarial Seal this 9th day of August, 1995.

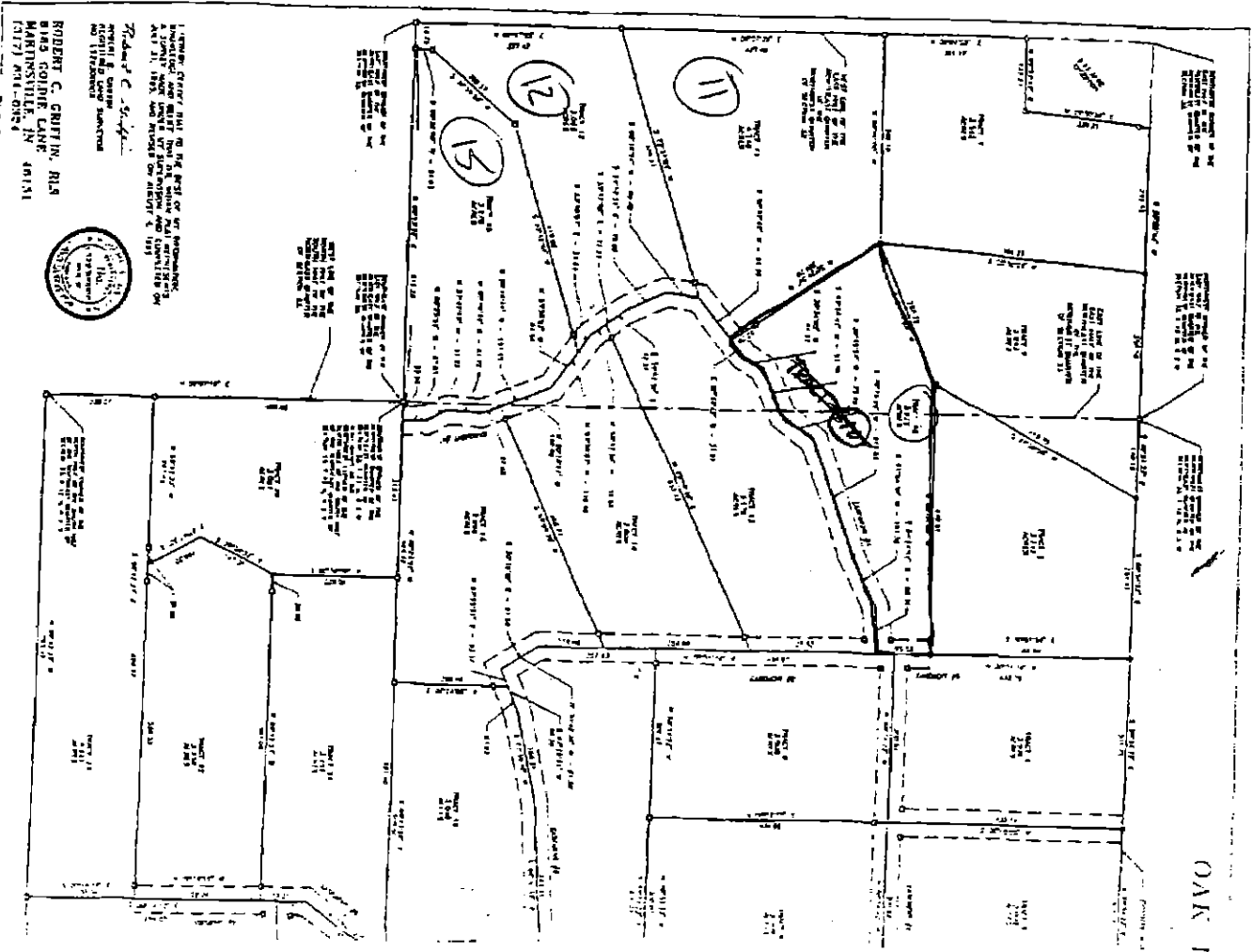
My Commission Expires:

12-30-97

Sheila R. Stank
Notary Public
Resident of Morgan County

THIS INSTRUMENT PREPARED BY:
Richard D. Bray, Attorney At Law
210 East Morgan Street
Martinsville, IN 46151
(317) 342-6814


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I, the undersigned, being duly qualified as a Surveyor in and for the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the parties thereto, and that the same is in accordance with the original survey as shown to me by the parties thereto, and that the same is in accordance with the original survey as shown to me by the parties thereto.

Robert C. Griffin, Jr.
 Surveyor in and for the State of South Carolina

ROBERT C. GRIFFIN, JR.
 DAVID GORDON, CLERK
 MARTINUSVILLE, TN 37081
 11/17/2015

198
 11, 12, 15
 NBWL


JUDGE ESTATES

1000 NORTH

SUBJECT PREPARED FOR: B. M. S. ENTERPRISES, INC.
ACCORD OWNER: B. M. S. ENTERPRISES, INC., D.M.
SUBJECT OF: LAND IN THE NORTH HALF OF SECTION 31, TOWNSHIP 12 NORTH, RANGE 2 WEST, MARSHWICK TOWNSHIP, OWEN COUNTY, INDIANA.

NOTE:
 THIS SURVEY WAS PREPARED BY THE
 SURVEYOR GENERAL OF INDIANA
 AND IS SUBJECT TO THE PROVISIONS
 OF THE PUBLIC LANDS ACT OF 1906
 AND THE PUBLIC LANDS ACT OF 1920
 AS AMENDED.

ADDITIONAL OWNER: B. M. S. ENTERPRISES, INC.
 (SEE SECTION 31, TOWNSHIP 12 NORTH, RANGE 2 WEST)

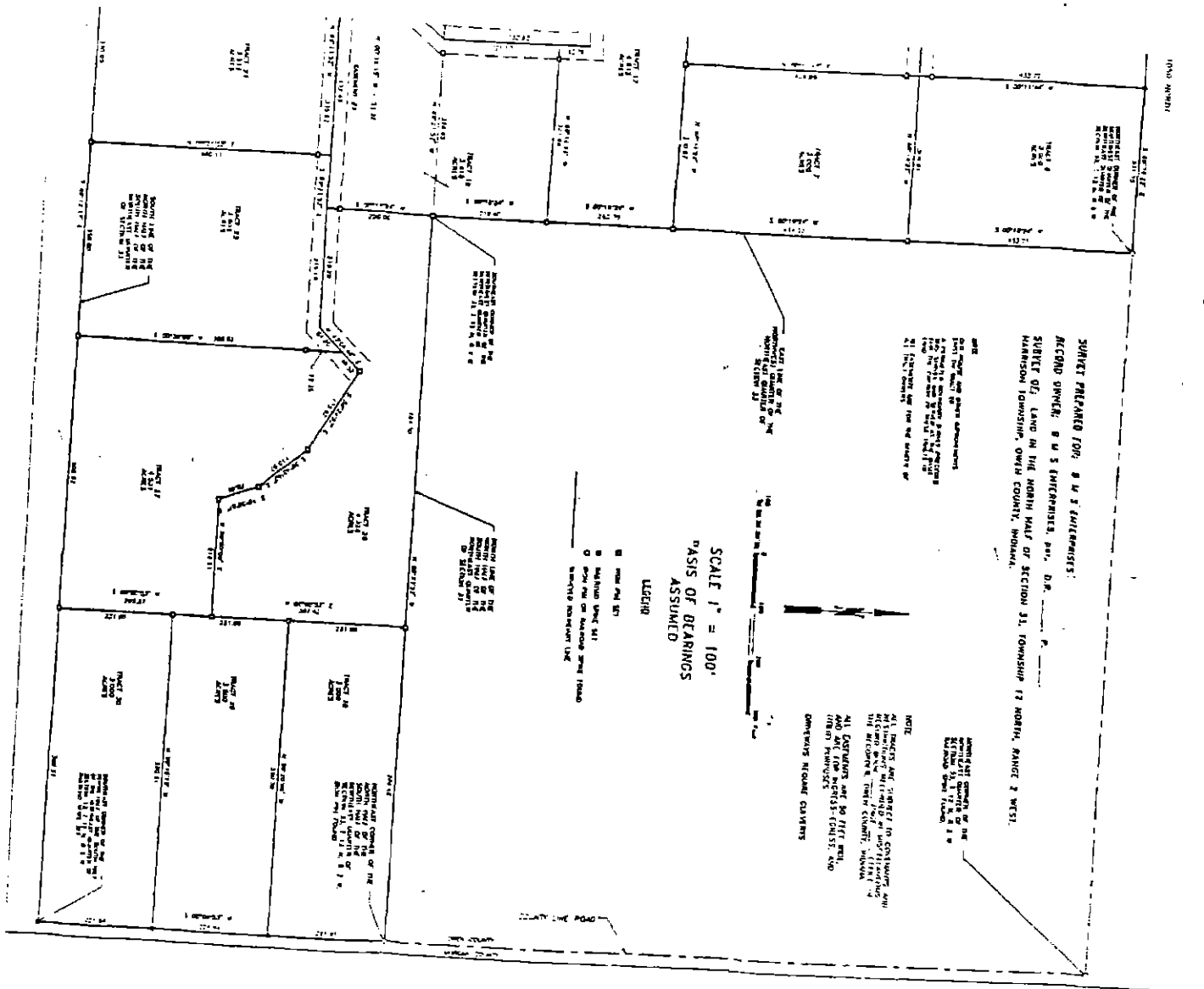
NOTE:
 ALL DISTANCES ARE IN FEET AND
 ALL ANGLES ARE IN DEGREES AND
 MINUTES AND SECONDS.
 ALL DISTANCES ARE TO THE CENTER
 OF THE LINE UNLESS OTHERWISE
 SPECIFIED.
 ALL DISTANCES ARE TO THE CENTER
 OF THE LINE UNLESS OTHERWISE
 SPECIFIED.
 ALL DISTANCES ARE TO THE CENTER
 OF THE LINE UNLESS OTHERWISE
 SPECIFIED.

SECTION 31

SCALE 1" = 100'
 BASIS OF BEARINGS
 ASSUMED

LEGEND

- ROAD AND UTILITY
- SECTION CORNER
- POINT FOR SECTION CORNER
- SECTION BOUNDARY LINE



FIRST ADDENDUM

TO THE

COVENANTS AND RESTRICTIONS

FOR

OAK RIDGE ESTATES

RECEIVED FOR RECORD
this 05th day of NOV, 1995
at 1:10 o'clock P.M
and recorded by Miss Terrell Stagner
Ann Sparrow Stagner

WHEREAS, Frank McClure, Glenn Blackwell, and Terrell Stagner, owners and developers of certain real estate in Owen County, Indiana, did execute certain Covenants and Restrictions for Oak Ridge Estates and caused the same to be filed on August 16, 1995, with the Recorder of Owen County in Miscellaneous Record 125, page 47; and,

WHEREAS, such owners and developers wish to modify and amend such Covenants and Restrictions covering the real estate set forth in the original Covenants and Restrictions for Oak Ridge Estates as follows:

- (1) That, in addition to the conditions, restrictions and covenants set forth in the original document, no person owning or occupying any of the tracts in the described area of Oak Ridge Estates shall allow or permit any fowls or livestock within any of the tracts without the written consent of the developers.
- (2) This restriction shall not include horses.

IN WITNESS WHEREOF, the undersigned do hereby execute this Addendum this 14 day of November, 1995.

Frank McClure
FRANK McCLURE

Glenn Blackwell
GLENN BLACKWELL

Terrell Stagner
TERRELL STAGNER

[Handwritten signature]

STATE OF INDIANA)
)
COUNTY OF MORGAN)
)
SS:

Before me, a Notary Public in and for said County and State, personally appeared Frank McClure, Glenn Blackwell, and Terrell Slagner who acknowledged the execution of the foregoing Addendum to the Covenants and Restrictions of Oak Ridge Estates and who, having been duly sworn, stated that all representations contained therein are true.

WITNESS my hand and Notarial Seal this 14th day of November, 1995.

My Commission Expires: ..
6-20-97
Vickie K. Slagter
Vickie K. Slagter, Notary Public
Resident of Morgan County

THIS INSTRUMENT PREPARED BY:
Richard D. Bray, Attorney At Law
210 East Morgan Street
Martinsville, IN 46151
(317) 342-6814