

## BOOK 209 PAGE 374

24025

DEDICATION OF PAINTED HILLS SUBDIVISION,  
SECTION I - FORMERLY DEDICATED AS NEBO  
LAKES SUBDIVISION, SECTION I.

WHEREAS, Nebo Properties, Inc. did, on June 4, 1964, dedicate a plat of Nebo Lakes Subdivision, Section 1, which said plat and restrictions were duly recorded in the Office of the Recorder of Morgan County, Indiana, in deed record 184, page 214; and,

WHEREAS, Nebo Properties, Inc. did on the 11th day of November, 1968, convey to Painted Hills Development Company all of the land and lots in said subdivision owned by said Nebo Properties, Inc. on said date and which deed is recorded in the Office of the Recorder of Morgan County, Indiana, in deed record No. 209, page No. 77; and,

WHEREAS, all lots in said Nebo Lakes Subdivision, Section I, not owned by Painted Hills Development Company are owned by the following named persons or corporations, to-wit:

#11 Albert Allen	# 2 Morgan County Beverage
# 7 Tornrose, Campbell & Associates	#20 Walter K. James
# 4 John Daily	#23 Doris Copeland
#22 Appomattox Corp.	# 6 John H. Ratchford
#21 Eugene Flesch	#24 G. Ross Dorsett
#10 Thomas D. Fleming	#104 Kenneth A. Watson

And all of which land is described and certified by Hubert L. Longest, Registered Surveyor, No. 10,123, State of Indiana on the plat attached and made a part hereof; and,

WHEREAS, Painted Hills Development Company and the respective owners of above designated lots are desirous of re-platting said subdivision, and amending the covenants and restrictions pertaining thereto as indicated by the plat attached hereto and approved by the Morgan County Plan Commission on December 20, 1968, and adopting the restrictions hereinafter set out; and,

WHEREAS, the owners have indicated their approval to rededicate and replat by written instruments heretofore filed in Miscellaneous Records in the office of the Recorder of

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Morgan County, Indiana, more specifically, to-wit:

Albert Allen, Miscellaneous Record, Book 50, page 11.

Tornrose, Campbell & Associates, Miscellaneous Record, Book 50, page 32.

John Daily, Miscellaneous Record, Book 50, page 7.

Appomattox Corp., Miscellaneous Record, Book 50, page 23.

Eugene Flesch, Miscellaneous Record, Book 50, page 15.

Thomas D. Fleming, Miscellaneous Record, Book 50, page 2.

Morgan County Beverage, Miscellaneous Record, Book 50, page 9.

Walter K. James, Miscellaneous Record, Book 50, page 2.

Doris Copeland, Miscellaneous Record, Book 50, page 17.

John H. Ratchford, Miscellaneous Record, Book 50, page 19.

G. Ross Dorsett, Miscellaneous Record, Book 50, page 15.

Kenneth A. Watson, Miscellaneous Record, Book 50, page 2.

Painted Hills Development Co., Miscellaneous Record, Book 50, page 4; and,

WHEREAS, the newly adopted covenants running with the land were duly executed on the 17th day of December, 1968, and approved by the Morgan County Plan Commission on the 17th day of December, 1968, and which reads as follows, to-wit:

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## DECLARATORY STATEMENT OF COVENANTS TO RUN WITH LAND

The undersigned, PAINTED HILLS DEVELOPMENT CO., an Indiana Partnership, which is the successor in interest of NERO PROPERTIES, INC. and is the owner of certain real property and interests therein of lands situated in Sections 7, 8, 17 and 18 of Twp. 11 N, Range 2 E, in Morgan County, Indiana, a part of which real estate is now and will hereafter be plotted as "PAINTED HILLS SUB-DIVISION", of Morgan County, Indiana, and plats of which will subsequently be recorded from time to time in the office of Recorder of Morgan County, and/or in the office of the Morgan County, Indiana, Plan Commission, hereby makes the following Declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said sub-division may be put, hereby specifying that said Declaration shall constitute covenants to run with all of the land as shall be shown and disclosed on the respective plats as filed, as provided by law, and shall be binding on all platted properties (except as to those areas which may be specifically exempted from the application hereof by appropriate notation on any such plat) and shall be binding on all persons claiming under the undersigned and for the benefit of and limitation upon all future lot owners in said sub-division. This declaration of restrictions is designed for the purpose of keeping said sub-division desirable, uniform and in suitable esthetic, practical and architectural design and use as herein specified;

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## COVENANTS AND RESTRICTIONS

In the following Covenants and Restrictions whenever the term "SELLER" shall appear or be used herein, it shall be deemed and construed to mean and include Painted Hills Development Co. its successors and assigns; and whenever the term "PURCHASER" shall appear or be used herein, it shall be deemed and construed to mean and include all "Purchasers" and their respective heirs, legal representative, administrators, executors and assigns, and whenever singular or masculine pronouns are used herein, they shall be construed to mean and include plural and feminine or neuter gender pronouns, as the situation shall be.

The SELLER may, from time to time assign to Painted Hills Association, Inc. one or more or all of the rights, privileges, regulatory authorities, duties and obligations it holds pursuant to and under the terms of the following Covenants and Restrictions, and upon assignment thereof, said Painted Hills Association, Inc. shall thereupon be authorized, empowered and obligated to exercise such rights, privileges, duties and obligations as are respectively herein vested in SELLER.

The following restrictive covenants and conditions shall be applicable to and binding upon the lots or parcels of land shown on plats of Painted Hills Development Co. Sub-division recorded or to be recorded in the Recorder's Office of Morgan County, Indiana, except that the seller may from time to time set aside certain unplatted areas for special usage or future development, which areas may contain special restrictions and/or covenants.

## UTILITIES COVENANT

The PURCHASER understands that at the present time sewage disposal is by means of individual disposal units, and as a partial consideration for the conveyance of the property mentioned on the face of this agreement, the PURCHASER specifically agrees to install on his property only such sewage disposal units as are approved by the SELLER, and/or authorized state or local governmental officials, and further agrees that after installation, the unit shall be kept in good and satisfactory operating condition and shall be subject to periodic inspection by the SELLER.

It is further understood that in the future some form of central sewage plant and collection lines may be required, and in such event the PURCHASER agrees to pay such charges in connection with said system as are uniformly assessed against all other similar lots within the sub-division.

In consideration of the like agreements of other purchasers/owners of lots in Painted Hills Development Co. Sub-division and in the development and maintenance of a water supply system, the PURCHASER agrees to abide by the conditions and stipulation contained in the application for water service agreement which is attached hereto and to be considered a part of this contract, with like effect and enforceability as if contained herein verbatim.

### MEMBERSHIP COVENANT

The PURCHASER, in consideration of the presents and of like agreements and covenants by other Purchasers and Lot Owners, covenants and agrees to maintain his membership in Painted Hills Association, Inc., in good standing as long as he owns the above described premises and agrees to abide by the By-Laws of Painted Hills Association, Inc. and further agrees to pay to said Association an annual charge in the amount of \$50.00 payable on the first day of May of the year following the date of this Contract, and a like sum on the first day of May of each succeeding year, so long as he shall own property in Painted Hills Development Co., Sub-Division. \$5.00 of the first annual payment shall be a membership fee, the balance of \$45.00 and the succeeding \$50.00 annual payments being a reasonable, necessary and proportionate charge for the maintenance, upkeep and operation of various areas and facilities by Painted Hills Association, Inc., regardless of whether or not the privilege of using such areas or facilities are exercised. The above charge may not be increased except by vote of 2/3 of the Association's "Active" members. This covenant concerning said real estate and the enjoyment, use and benefit thereof, shall be deemed to run with the land and the non-payment of the annual charges shall, after the respective dates, become a lien thereon in favor of said Painted Hills Association, Inc. and shall be enforceable by said Association,

### RESTRICTIONS

1. The lots shall be used exclusively for residential purposes, except those lots designated as business, commercial, or "special use" areas on the plats aforementioned.
2. All building plans and type of materials must be approved by SELLER and must comply with any existing local building codes in force at the time of construction.
3. No lots may be sub-divided and not more than one single family dwelling house may be erected or constructed on any one lot. However, lots may be divided to increase the size of adjoining lots, but each such enlarged lot shall be considered one lot only. No building may be erected on any lots prior to the erection of a dwelling house, except that a boat house on waterfront lots may be constructed upon receiving prior written permission from the SELLER. No accessory, basement or temporary building, including a boat house, shall be used or occupied as living quarters. No building shall be constructed or erected on said lots unless built of solid or permanent material. No unpainted exteriors shall be permitted without permission. No house trailers, tents, or other similar structures shall be erected, moved onto, or placed upon said premises except in those specific areas which may be designated for such use. No open basements or foundations shall remain unenclosed without permanent sub-flooring for more than 3 weeks. The exteriors of all buildings must be completed within 5 months from the date construction commences. Open pier foundation type construction shall not be permitted without prior permission and written plan approval of SELLER.
4. Minimum residence living space on ground or first floor, exclusive of porch area, shall be in conformity with the letter symbol on each lot as set forth on the plat or plats of Painted Hills Development Co., Sub-division so that the minimum area for lots classified "A" shall be 1200 square feet; the minimum for lots classified "B" shall be 1000 square feet; the minimum for lots classified "C" shall be 800 square feet; the minimum for lots classified "D" or bearing no classified symbol shall be subject to individual determination by SELLER; the minimum residence living space on ground or first floor may be diminished by established percentages for certain types of construction involving second floor plans such as "A: Frames and split levels, provided that before construction is commenced written permission and approval of plans is obtained from SELLER in

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accordance with current reduction schedules then utilized. No porch or projection of any building shall extend nearer than twenty-five (25) feet from any road right-of-way; nor nearer than ten (10) feet from the side property line, nor nearer than twenty (20) feet from the rear line, of any lot; nor within fifty (50) feet from the normal water line of any lake which the said respective lots abutt as indicated on Plat or Plats of Painted Hills Development Co. Sub-division without written permission of SELLER. All conditions must comply with the Zoning Regulations of Morgan County, Indiana.

5. No outside toilets shall be allowed. No waste shall be permitted to enter any lakes, and all sanitary arrangements must comply with specifications and regulations of SELLER and local and/or state health officers, and all buildings having plumbing facilities shall be required to connect to central water and sewer systems upon availability of same. No individual drain field or other disposal system shall be allowed nearer than fifty (50) feet from the normal water level of the respective abutting lakes.

6. No Noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and SELLER shall determine what constitutes noxious or offensive activity and said determination shall be complete and final. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No signs of any kind shall be displayed on any lot without written permission of SELLER. Failure to maintain lots in a tidy manner will result in maintenance of the lots by SELLER or the Painted Hills Association, Inc., for which a reasonable charge may be levied against the proper owner.

7. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of SELLER. Use of the lake is limited to members of Painted Hills Association, Inc. and such use shall be in compliance with the rules and regulations of said Association. SELLER shall have the use of the lake for its corporate purposes.

8. SELLER, for itself and licensees, reserves a perpetual easement twenty (20) feet in width along the entire shoreline of all lakes, together with an easement fifteen (15) feet in width along both sides of all road rights-of-way and an easement ten (10) feet in width along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing, operating, maintaining and servicing all types of utilities and drainage ditches and appurtenances thereto, together with the right to trim, cut or remove any trees, or brush necessary for the above purposes. Except, where an owner of two or more lots, the sides of which adjoin, constructs a building which will cross over or through a common lot side line, said consolidated lot shall not be subject to the afore-mentioned side 10 foot easement along the line common to both lots. The owners of lots within the subdivision shall have no cause of action against SELLER, or its licensees either at law or in equity by reason of any damage caused said lots in the installation, operation or maintenance of above mentioned utilities except in cases of gross negligence.

9. As part of the consideration herein the PURCHASER, his heirs, devisees or assigns further agrees that he will not sell, assign or convey any lot or lots to any person or persons not accepted for membership in Painted Hills Association, Inc. This restriction shall not apply to mortgages given to savings banks, institutions for savings, cooperative banks, savings and loan associations, credit unions or other bona fide lenders or lending institutions but shall apply to all conveyances of the equity of redemption in any lot.

10. These restrictions and covenants run with the land, and shall bind the PURCHASERS, their heirs, executors, administrators, personal representatives and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person(s) or corporation(s) owning any such lots in the sub-division to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and either to prevent him, them or it from doing so, or to recover damages for such violation. All of the restrictions, conditions, covenants and agreements contained herein shall continue until January 1, 1988, except that they may be changed, altered, amended or revoked in whole or in part by the record owners of the lots in the subdivision whenever the individual and corporate Record owners of at least two-thirds of said platted lots so agree in writing. Provided, however, that no changes shall be made which might violate the purposes set forth in Restrictions No. 1 and No. 8. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

11. The filing and/or recordation of these covenants and restrictions in the office of the Recorder of Morgan County and/or the office of the Morgan County, Indiana Planning Commission shall constitute a revision of any restrictions and covenants heretofore so filed pertaining to said subdivision or development.

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This declaratory statement of uses, limitations, restrictions and covenants to run with the land is hereby so declared and executed this 17th day of December, 1968.

PAINTED HILLS DEVELOPMENT CO.

By Nebo Properties, Inc Partner

By John E. Hurt  
John E. Hurt, President

STATE OF INDIANA )  
  ) SS:  
COUNTY OF MORGAN )

On this 17th day of December, 1968, before me personally appeared John E. Hurt, to me personally known, who being by me duly sworn did say that he is the President of Nebo Properties, Inc., an Indiana Corporation, which Corporation is a partner in PAINTED HILLS DEVELOPMENT CO., a Partnership composed of Nebo Properties, Inc. and Indiana Lakes & Land Company, Inc. and that such partner has the authority to execute the foregoing instrument is the Corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by Authority of its Board of Directors and is the free act and deed of said Corporation and of said Partnership.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at my office in Morgan County the day and year first above written.

My Commission Expires:

[Signature]  
Notary Public

[Signature]

Approved by the Morgan County Planning Commission at a meeting held this 17 day of December, 1968.

[Signature]  
Chairman

[Signature]  
Secretary

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DEC 23 11:00 AM '68



And, whereas, the lot numbers have been re-designated as follows, to-wit: 1-1A; 2-2A; 3-3A; 4-4A; 5-5A; 6-6A; 7-7A; 8-8A; 9-9A; 10-10A; 11-11A; 12-12A; 14-14A; 15-15A; 16-16A; 17-17A; 18-18A; 19-19A; 20-20A; 21-21A; 22-22A; 23-23A; 24-24A; 25-25A; 26-26A; 27-27A; 28-28A; 29-29A; 30-30A; 31-31A; 32-32A; 33-33A; 35-35A; 36-36A; 66-66A; 67-67A; 68-68A; 69-69A; 70-70A; 71-71A; 72-72A; 73-73A; 74-74A; 75-75A; 92-92A; 93-93A; 94-94A; 104-104A; 13-13B; 34-34B; 43-43B; 52-52B; 53-53B; 54-54B; 55-55B; 56-56B; 57-57B; 58-58B; 59-59B; 60-60B; 61-61B; 62-62B; 63-63B; 64-64B; 65-65B; 76-76B; 91-91B; 95-95B; 37-37C; 38-38C; 39-39C; 40-40C; 41-41C; 42-42C; 44-44C; 45-45C; 46-46C; 47-47C; 48-48C; 49-49C; 50-50C; 51-51C; 77-77C; 78-78C; 79-79C; 80-80C; 81-81C; 82-82C; 83-83C; 34-84C; 85-85C; 86-86C; 37-87C; 88-88C; 89-89C; 90-90C; 96-96C; 97-97C; 98-98C; 99-99C; 100-100C; 101-101C; 102-102C; 103-103C.

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In witness whereof, said corporation acknowledges and affixes its seal this 21 day of December, 1968.

PAINTED HILLS DEVELOPMENT CO.

By Nebo Properties, Inc., Partner

By John E. Hurt  
John E. Hurt, President



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MORGAN )

Before me, a notary public in and for said County and State, personally appeared John E. Hurt, to me personally known, who being by me duly sworn did say that he is the President of Nebo Properties, Inc., an Indiana Corporation, which Corporation is a partner in PAINTED HILLS DEVELOPMENT CO., a Partnership composed of Nebo Properties, Inc. and Indiana Lakes & Land Company, Inc. and that such partner has the authority to execute the foregoing instrument and to affix the Corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by Authority of its Board of Directors and is the free act and deed of said Corporation and of said Partnership.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at my office in Morgan County the day and year first above written.

M. Joida Russell  
Notary Public

M. Joida Russell

My Commission Expires

January 3, 1971

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AMENDED DECLARATION OF  
COVENANTS AND RESTRICTIONS  
PAINTED HILLS SUBDIVISION

WHEREAS, certain Covenants and Restrictions for Painted Hills Subdivision were executed the 17th day of December, 1968, approved by the Morgan County Plan Commission on December 17, 1968, and thereafter recorded in the Office of the Recorder of Morgan County, Indiana, at Deed Record <sup>3334</sup> 209 page 374;

WHEREAS, said subdivision covenants and restrictions provided in paragraph ten (10) that said restrictions, conditions, covenants and agreements may be changed, altered, amended or revoked in whole or in part by the record owners of the lots in the subdivision whenever the individual and corporate record owners of at least two-thirds of said platted lots so agree in writing.

NOW, THEREFORE, the owners of two-thirds (2/3) of the platted lots of Painted Hills Subdivision hereby amend and modify the existing covenants and restrictions and declare that all lots and lands in the subdivision are and shall be, subject to the Amended Declaration;

Section 1. Property Restrictions.

The acquisition and ownership of lots in Painted Hills Subdivision are subject to any and all easements, exceptions and reservations contained in any deed or conveyance and also subject to the following covenants and restrictions, which are recorded in the Recorder's Office of Morgan County, Indiana, and found of record in Book 310 at page 103, a copy of which restrictions, covenants and conditions are as follows:

Section 2. Covenants and Restrictions.

2.1 The following restrictive covenants and conditions shall be applicable to and binding upon the lots or parcels of land shown or plats of Painted Hills Development Co. Subdivision

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recorded or to be recorded in the Recorder's Office of Morgan County, Indiana.

2.2 Definitions.

Lot Owner	All buyers and their respective heirs, legal representatives and assigns.
Active Member	An adult owner of record whose current dues are paid, who has not been suspended, or whose membership has not been terminated.
Association	The Painted Hills, Inc.
Subdivision	The Painted Hills Subdivision.

Section 3. Utilities, Covenants.

3.1 The lot owner understands that at the present time, sewage disposal is by means of individual disposal units, and as a part of consideration for the conveyance of the property mentioned on the face of this agreement, the lot owner specifically agrees to install on his property only such sewage disposal units as are approved by the Association and authorized state or local governmental officials, and further agrees that after installation, the unit shall be kept in good and satisfactory operating condition and it shall be subject to periodic inspection by the Association.

3.2 It is further understood that in the future some form of central sewage plant and collection lines may be required, and in such event the lot owner agrees to pay such charges in connection with said system as are uniformly assessed against all other similar lots within the subdivision.

Section 4. Membership Covenant.

The lot owner, in consideration of the presents and of like agreements and covenants by other lot owners, covenants and agrees to maintain his membership in the Association, in good standing as long as he owns a lot in the Painted Hills Subdivision and agrees to abide by the By-laws of the Association. The lot owner further agrees to pay to said Association an annual charge, as specified in Section 2.02.7 of the Association's By-laws, payable on the first day of May of the year following the date of the purchase of a lot within the Subdivision, and a like sum on the first day of May of each succeeding year, so

long as he shall own property within the Subdivision each year for the general welfare of the subdivision to include, but not limited to, maintenance, upkeep and operation of various facilities and areas whether or not the privilege of using areas or facilities are exercised. The above charge may not be increased except by majority vote of active members present in person or by proxy at Association membership meetings. This covenant concerning said real estate and the enjoyment, use and benefit thereof, shall be deemed to run with the land and the nonpayment of any charges, including legal fees for collection and interest shall after the respective dates, become a lien thereon in favor of the Association and shall be enforceable by said Association.

Section 5. Restrictions.

5.1 The lots shall be used exclusively for residential purposes, except those lots designated as business, commercial, or "special use" areas on the plats aforementioned.

5.2 All building plans, designs, construction methods and types of materials must be approved by the Association and must comply with any existing local building codes in force at the time of construction.

5.3 No lots may be subdivided and not more than one single family dwelling house may be erected or constructed on any one lot. However, lots may be divided to increase the size of adjoining lots, but each such enlarged lot shall be considered one lot only. No building may be erected on any lots prior to the erection of a dwelling house, except that a boat house on waterfront lots may be constructed upon receiving prior written permission from the Association. No necessary basement or temporary building, including a boat house, shall be used or occupied as living quarters. No building shall be constructed or erected on said lots unless built of solid or permanent material. No unpainted exteriors shall be permitted without permission. No housetrailer, tents, or other similar structures shall be erected, moved into, or placed upon said premises except in those specific areas which may be designed for such use.

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No open basements or foundations shall remain unenclosed without permanent subflooring for more than three weeks. The exteriors of all buildings must be completed within six months from the date construction commences. Oper pier foundation type construction shall not be permitted.

5.4 Regardless of the letter symbol classification of each lot as set forth on the plat or plats of Painted Hills Subdivision, no dwelling shall have less than twelve hundred (1,200) square feet of living area. In the case of two story houses or houses with walkout heated finished basements open to the ground level on at least one side, the minimum living area on the ground or first floor, exclusive of porch area, shall be one thousand (1,000) square feet for lots classified "A"; nine hundred (900) square feet for lots classified "B"; eight hundred (800) square feet for lots classified "C" or "D" or lots bearing no classification symbol. Finished areas with ceilings taking the slope of the roof that do not have forty/eight (48) inches of headroom shall not be included as part of the living area.

No porch or projection of any building shall extend nearer than twenty-five (25) feet from any road right of way, nor nearer than ten (10) feet from the side property line, nor nearer than twenty (20) feet from the rear line of any lot, nor within fifty (50) feet from the normal waterline of any lake which the said respective lots abutt as indicated on plat or plats of Painted Hills Subdivision without written permission of the Association.

5.5 No outside toilets shall be allowed. No waste shall be permitted to enter any lakes, and all sanitary arrangements must comply with specifications and regulations of the Association and local and/or state health officers, and all buildings having plumbing facilities shall be required to connect to central water and sewer systems upon availability of same. No individual drain field or other disposal system shall be allowed nearer than fifty (50) feet from the normal water level of the respective abutting lakes.

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5.6 No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, the Association shall determine what constitutes noxious or offensive activity and said determination shall be complete and final. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No signs of any kind shall be displayed on any lot without written permission of the Association. Failure to maintain lots in a tidy manner will result in maintenance of the lots by the Association for which a reasonable charge, including interest and legal fees, may be levied against the proper owner.

5.7 No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of the Association. All boat dock plans, designs, construction methods, and type of materials must be approved by the Association. Use of the lake is limited to members of the Association and such use shall be in compliance with the rules and regulations of said Association.

5.8 The Painted Hills Utility Co., Inc. for itself and licensees, reserves a perpetual easement twenty (20) feet in width along the entire shoreline of all lakes, together with an easement fifteen (15) feet in width along both sides of all road right of way and an easement ten (10) feet in width along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing, operating, maintaining and servicing all types of utilities and drainage ditches and appurtenances thereto, together with the right to trim, cut or remove any trees, or brush necessary for the above purposes. Except, where an owner of two or more lots, the sides of which adjoin, constructs a building which will cross over or through a common lot side line, said consolidated lot shall not be subject to the aforementioned side 10 foot easement along the line common to both lots. The owners of lots within the subdivision shall have no cause of action against the

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Painted Hills Utility Co., Inc., or its licensees either at law or in equity by reason of any damage caused said lots in the installation, operation or maintenance of above mentioned utilities except in cases of gross engligence.

5.9 With the acquisition and ownership of a lot in Painted Hills Subdivision a lot owner becomes a member of the Association.

5.10 These restrictions and covenants run with the land, and shall bind the lot owners, their heirs, executors, administrators, personal representatives and assigns, and, if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person(s) or corporation(s) owning any such lots in the subdivision to prosecute any proceedings at law or in equity against these violating or attempting to violate any such covenants or restrictions and either to prevent him, them or it from doing so, or to recover damages for such violation. All of the restrictions, conditions, covenants and agreements contained herein shall continue perpetually except that they may be changed, altered, amended or revoked in whole or in part by the lot owners whenever at least two-thirds of the lot owners so agree in writing, provided, however, that no changes shall be made which might violate the purposes set forth in restriction nos. 5.01 and 5.08. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

5.11 The filing and/or recordation of these covenants and restrictions in the Office of the Recorder of Morgan County and/or the Office of the Morgan County Planning Commission shall constitute a revision of any restrictions and covenants heretofore so filed pertaining to said subdivision.



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CERTIFICATION

IN TESTIMONY WHEREOF, the undersigned, being the Assistant Secretary, of the Painted Hills Association, Inc., hereby certifies that the signatures and lot descriptions appearing on the aforementioned Signature Pages are accurate and complete as of the 9<sup>th</sup> day of March, 1987, and represent in excess of the required Owners of two-thirds (2/3) of the Lots in the Painted Hills Subdivision.

PAINTED HILLS ASSOCIATION, INC.

By Teresa Venatta  
Teresa Venatta, Assistant Secretary

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MAR 10 3 59 PM '87

Carmella Secker  
MORGAN COUNTY RECORDER

STATE OF INDIANA, SS:  
COUNTY OF MORGAN,

On the 9<sup>th</sup> day of March, 1987, before me personally came Teresa Venatta, who is known to me to be the Assistant Secretary of Painted Hills Association, Inc., and who executed the foregoing certification and being duly sworn states that the statements set forth therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9<sup>th</sup> day of March, 1987.

Phillip R. Smith

Notary Public of Morgan County  
Phillip R. Smith

My Commission Expires:  
Oct. 11, 1987



This instrument prepared by Phillip R. Smith, Attorney  
359 East Morgan Street, Martinsville, In 4151

9615796

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3300

STATE OF INDIANA,  
  SS:  
COUNTY OF MORGAN,

AFFIDAVIT RE RULES AND REGULATIONS  
OF PAINTED HILLS ASSOCIATION, INC.

Comes now Phillip R. Smith, after being duly sworn upon  
his oath and says:

1. That your affiant is an adult, without legal disability  
and makes this affidavit of his own personal knowledge and as  
attorney for Painted Hills Association, Inc.

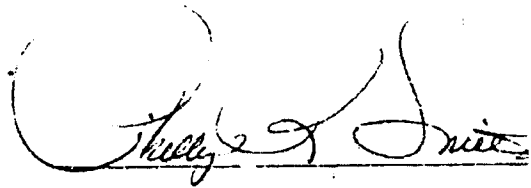
2. That Painted Hills Association, Inc.. is a subdivision  
in Washington and Jackson Townships, Morgan County, Indiana.

3. That in connection with said subdivision, its affairs  
are governed by Painted Hills Association, Inc., Property Owners  
Association and subject to certain covenants and restrictions,  
recorded in Deed Record 310 page 103 in the Office of the Recorder  
of Morgan County, Indiana.

4. That in addition, certain rules and regulations have  
been adopted by Painted Hills Association, Inc.

5. That attached hereto and marked as Exhibit "A" is a  
true and correct copy of the rules and regulations of Painted  
Hills Association, Inc.

Further, affiant sayeth not.



Phillip R. Smith, Affiant

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Subscribed and sworn to before me this 25<sup>th</sup> day of November,  
1996.

*Betty L. Griffin*  
Betty L. Griffin  
Notary Public of Morgan County

My Commission Expires:

Nov. 5, 1999

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

WEHRLE & SMITH, P.C.  
359 E. MORGAN  
MARTINSVILLE, IN 46151  
(317) 342-7148  
FAX (317) 342-0739

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TITLE I  
RULES & REGULATIONS  
PAINTED HILLS ASSOCIATION, INC.

**Section 1.                                    AUTHORITY OF BOARD OF DIRECTORS**

**Section 1.01** The Association's Board of Directors has adopted the Rules and Regulations pursuant to the authority vested in it by the Association's Articles of Incorporation and the Association's By-laws (Title II).

**Section 1.02** The Association's Board of Directors possesses and retains the right and authority to alter and amend these Rules and Regulations and to promulgate additional Rules and Regulations from time to time and to define and interpret any of the words or provisions herein contained.

**Section 2                                    RIGHTS AND PRIVILEGES**

**Section 2.01** Membership rights and privileges of Painted Hills Association, Inc., are extended to members in good standing only and to be recognized as a member, the member must have a current membership card in his possession and dues paid to date. Rights and privileges are not transferrable.

**Section 2.02** A member in good standing along with immediate family members (spouse and children), and any other family member residing with him/her, shall have use of the lakes and common facilities.

**Section 2.03** A member in good standing may, under regulations in section 3, 4 and 11, extend certain privileges to his guests. Guests must comply with all rules and regulations.

**Section 3                                    MEMBERSHIP AND DUES**

Primary dues and assessments for membership and ownership of improved lots are in the sum of \$350.00 per year. Secondary dues and assessments for ownership of unimproved lots are in the sum of \$262.50 per year, or 75% of the primary dues. An improved lot is any lot upon which a building or structure exists. Regardless of the number of lots owned, each member will be assessed for only one membership dues. In the case of ownership of improved and unimproved lots, the assessment will be for an improved lot. Dues and assessments may be modified and/or amended from time to time and are payable annually on or before May 1. (See By-laws Section 2.02.6).

**Section 3.01** No such charge shall ever be made against, or be payable by, the Association itself, or any Corporation that may be created to acquire title to, operate, the water and sewer utilities serving the subdivision, or any lake, dam, beach, lake access tract, marina, golf course, tennis courts, clubhouse, clubhouse grounds, or other like recreational facilities within the subdivision.

**Section 3.02** If any Association charge, assessment or fine is not paid when due, it shall bear a penalty from the date of delinquency and the rate of 1-1/2% per month. The Association may publish the name of the delinquent member in a list of delinquent members, or by any other means of publication.

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**Section 3.03** The Association shall have the right to sue for any unpaid charges and may suspend the privileges of membership in the event of nonpayment of Association charges. In the event of delinquency in any charge, assessments or fine due the association, then such amount plus reasonable attorney fees, interest and any other costs of collection shall be the responsibility of the lot owner or owners.

### **Section 4** GENERAL RULES AND REGULATIONS

**Section 4.01** The Association shall not be responsible for the loss of property, or for any other loss sustained by members or their guests, while on subdivision or Association premises.

**Section 4.02** No member shall make any complaint to, or reprimand any employee of the Association. All complaints and suggestions must be made direct to one of the officers of the Association who in turn will refer them to the Board of Directors or the manager for action. Complaints will be given prompt attention. Constructive suggestions to improve the Association are requested.

**Section 4.03** No owner of any lot or lots or property conterminous to, contiguous to or adjoining any lake shall have any riparian rights in any such lake unless he is a member of the Association and then shall have only such rights and privileges as are recorded members in good standing of the Association, except that owners of lots or property conterminous to, adjoining or contiguous to the lake may construct private boat docks subject to a plan of record approved by the Association, providing such owner is a member in good standing of said Association.

**Section 4.04** No sign, advertisement, or exhibit is permitted on any lot, park, or roadway without the express permission of the Board of Directors, except, for the sale of unimproved lot purposes, a sign with lot no. and telephone no. not exceeding 12" x 12" in size is permitted. The sign should not interfere with mowing. Ordinary realtor signs are permitted on improved lots; signs indicating direction to sale properties are permitted for limited use.

**Section 4.05** Members shall promptly advise the Association of any changes of address, or phone number so that the records of the Association may always be kept current.

**Section 4.06** Members shall keep their Association membership cards available and shall also prominently display appropriate Association stickers, tags, and markers on their respective vehicles when applicable. Auto windshield sticker shall be placed on the back of the inside rear view mirror.

**Section 4.07** Members are required to submit plans to and apply for approval of the Architectural Committee before commencing construction of any building or structure on their respective lots. Such applications should be made sufficiently in advance to permit adequate time for review by that committee.

**Section 4.08** Participation by members, their families and guests in tennis, swimming and diving in the pool or beach areas, handball, volleyball, archery and other sports not specifically mentioned herein shall be subject to such additional rules and regulations as may from time to time be promulgated and posted in those areas where the respective facilities are located.

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**Section 4.09** The owner of an unoccupied lot shall at all time keep and maintain such lot, and the improvements (if any) thereon, in such a manner as to prevent its becoming unsightly and, to this end, shall cut all unsightly growth on such lot and shall prevent the accumulation of rubbish and debris thereon. Failure to so maintain a member's premises in a tidy manner may result in maintenance thereof by the Association for which a reasonable charge may be levied against the member and the property. Any such charge shall be due no later than 30 days after the owner is notified of such charge, and in the event of non-payment, interest and costs of collection shall attach to said charge.

**Section 4.10** Members shall install and utilize only such individual sewage disposal systems as are approved by Morgan County Board of Health and the Association prior to installation. The systems must be maintained in top condition and any malfunctions corrected immediately. Under the direction of the Association, periodic inspections may be made of each homeowner's disposal system by qualified personnel. Any unsanitary conditions or malfunctions will be reported to the homeowner, and he must take immediate action to correct the condition. A plan of corrective action must be submitted to the association within 30 days by the property owner; failure to do so will be cause for penalties.

**Section 4.11****LAKE WATER LEVELS**

- A. When water is not passing over the Holiday Lake headway, and the difference between the lakes exceed 8 inches, pumping shall occur until the lake levels of Lake Holiday and Lake Nebo are equal and shall be repeated when the differential again reaches 8 inches. The lake level to be used as a standard in determining when the difference shall exceed 8 inches shall be defined by the Engineer Design Reports (top of the concrete headwall on Holiday Lake at 700.0 feet NGVD and bottom of headway notch at Nebo Lake at 749.67 feet NGVD.)
- B. In the event that water is passing out of the Holiday Lake spillway, the pump shall be turned on transferring water from Holiday Lake to Nebo Lake until the level of Lake Nebo has reached the level of 749.67 feet NGVD. Thereafter, the pump shall be restarted at any time that Lake Nebo shall be 2 inches or more below 749.67 feet NGVD.
- C. The pumping policy incorporated in Paragraph A and B shall be in effect from March 1 to November 30 of each calendar year.
- D. The pumping policy incorporated in Paragraphs A through C may be changed only at a special meeting called for the express purposes of changing said policy. The methodology of calling said special meetings shall be as follows:
- A) A special meeting may be called by either
- 1.) the President and two members of the Board of Directors; or
  - 2.) a petition signed by 10% of the lot owners entitled to vote at said special meeting.
- B) Notice shall be sent to all members of Painted Hills Association in written or printed form at least fifteen (15) days prior to the date of said hearing. Said notice shall issue from the Association when ever properly requested by meeting the requirements set forth in Paragraph D (A).
- E. In order to allow Natural causes to raise the lake level up to 751.0 feet, the Association shall not take any action to remove the stop logs from the spillway with the ultimate purpose to allow natural causes to raise the lake level up to 751.0 feet.
- F. The Association shall maintain and adequately repair and service the pumping facilities and spillways to insure the agreed upon lake levels. In the event that the Association shall wish to deviate from this paragraph only, said deviation shall only occur upon prior Court approval, or upon an emergency as defined in Paragraph G below, or upon approval of all parties to this

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litigation.

G. The water level of Lake Nebo may be lowered on a temporary basis for purposes of emergency repair, dredging or like-kind actions.

#### Section 5

#### STREETS, PARKS AND PEDESTRIAN EASEMENT

The Association is authorized to maintain all streets, right-of-ways and sidewalks in the subdivision and to hire necessary maintenance workers and purchase necessary equipment to provide adequate service.

The Association is further authorized to provide playground equipment, and other physical facilities for the park area as may be needed.

Easements for utility service to residential and commercial property will be provided as indicated in the restrictive covenants filed with subdivision plats.

Section 5.01 The Association does adopt all State Highway Laws and such laws may be enforced by the Association or by any duly sworn law enforcement officer.

Section 5.02 A 20-mile-per-hour speed limit is imposed on all designated residential streets.

Section 5.03 Parking is permitted only in driveways or other designated parking areas approved by the Architectural Committee. Guest parking is permitted along roadways clear of pavement and no closer than fifty (50) feet from an intersection. Non-operable, partially wrecked or junked vehicles are not permitted in the subdivision.

Section 5.04 The Association shall have the power to assess fines for the violation of the motor vehicle speed limits and other traffic regulations. If fines are not promptly paid, the Association may add the amount of the fine to the annual charge made by the Association and the fine shall be collectable in the same manner as other dues and charges.

#### Section 6

#### BOATING

The Association does adopt all State boating laws and such laws may be enforced by the Association or by any duly sworn law enforcement officer.

Section 6.01 Members must be in good standing to be permitted to use any lake facilities.

Section 6.02 Members shall register any boat to be used on the Lakes with the Association each year in accordance with the procedure established by the Lake Committee and otherwise comply with all government regulations and safety standards.

Section 6.03 Only a member of said Association may launch a boat on any lake. Guest boats are governed by rules under Guest privileges. (Section 11).

Section 6.04 All boats operated on any lake must be of safe construction, presentable in appearance, and kept so. The Association Board of Directors has the Authority to cause to be removed from the Lake any boat in violation of these or any other Association Boating Rules or infraction of the Indiana State Board Boating Laws.

Section 6.05 All boats should be equipped with at least one Coast Guard-approved life preserver, life jacket, buoyant vest or cushion for each person on board at all times.

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**Section 6.06** Motors shall be muffled at all times.

**Section 6.07** All motor boats, sailboats and pontoon boats shall be equipped with a bright white light aft, visible in all directions. All motor boats equipped with a motor of 15 HP or more shall be equipped with a combination light forward which is lower than the white light aft. The forward light shows green to starboard and red to port and shall be visible for one mile or more. This light is affixed or attached so as to throw light from dead ahead to two points abaft the beam either side.

**Section 6.08** All sailboats, canoes, and all boats not specifically mentioned above shall be equipped with a hand portable lantern flashlight, not affixed or attached to any part of the boat, and capable of throwing a white light visible for a distance of two miles or more. It shall be the duty of the operator of any such boat to display the light in sufficient time to avoid collision with any other boat.

**Section 6.09** Above-mentioned lights must be in operation during the period between sunset and sunrise and must be kept in good repair.

**Section 6.10** It shall be unlawful for any person under the age of sixteen (16) years of age to operate a watercraft with a horsepower rating in excess of twenty-five (25) horsepower except when accompanied by a person of age eighteen (18) or older.

**Section 6.11** No person shall operate any boat with reckless or heedless disregard of the rights, safety and property of other persons. The security officer will retain the right to remove boats and their operators from the lake as he deems necessary. Proper action will be taken against said persons by the Board of Directors or law enforcement officers.

**Section 6.12** No person shall operate any motorboat towing any water ski, water sled, aquaplane or similar object, or any person thereon, unless said motorboat is occupied by at least one other person who is giving his entire attention to the operation of towed objects. Any motorboat towing skiers or other objects shall do so in a counter-clockwise direction around the lake.

**Section 6.13** All motorized water craft shall travel in a counter-clockwise direction on Lake Holiday and shall operate at idle speed during the period one-half hour before sunset until 9:00 a.m. All motor boats on Lake Neho will operate at idle speed at all times.

**Section 6.14** When two boats are approaching each other "head and head", or nearly so, each boat shall bear to the right and pass the other on its left side;

When two boats are approaching each other obliquely or at right angles, the boat on the right shall have the right-of-way;

A boat may overtake and pass another boat on either side if the same can be done with safety and within assured clear distance ahead, but the boat overtaken shall have the right-of-way;

A boat leaving a dock, pier or warf or the shore shall have the right-of-way over all boats approaching the same;

The right-of-way of boats shall be in the following order: kayaks, canoes, rowboats, sailboats, motorboats.



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**Section 6.15** No person shall operate any motorboat within 100 feet of shore or within marked areas at more than idle speed (no wake).

**Section 6.16** No person shall operate any boat at a rate of speed greater than is reasonable and prudent, having due regard for the conditions and hazards, actual and potential, then existing, including weather and density of traffic, or other reasons. The security officer will have the right to enforce speed limits.

**Section 6.17****PERSONAL WATERCRAFT**

Personal watercraft are defined as Class A vessels under 16 feet in length, propelled by a jet-pump (driven by an in-board motor) and designed to be operated by a person standing, kneeling or sitting on the craft, rather than sitting or standing inside the craft. Examples are: Jetski, Seadoo, Waverunner and Wetjet.

- A. Personal watercraft shall not be operated on Lake Nebo. Only those bought and stickered before August 21, 1993 will be permitted to operate on Lake Holiday by the owner of record on August 21, 1993 until they are no longer safe or operable. They cannot be replaced, nor sold or transferred to another member of Painted Hills.
- B. Operators must be at least 16 years of age and have a valid drivers license.
- C. Operators must observe all other boating rules as specified in this Section 6.

**Section 6.18****ACCIDENTS**

Duties of the operator of any boat involved in any accident or collision resulting in injury or death to any person or damage to any boat or other property shall be:

- A. Stop such boat immediately and as close as possible to the scene of such accident;
- B. Return to the scene of such accident and remain there until he has complied with the requirements of this section;
- C. Give his name and address, a full identification of the boat operated by him and the name and address of the owner;
- D. Render reasonable assistance to any person injured;
- E. Report accident to the Painted Hills security officer and complete the necessary written report and mail to: The Department of Natural Resources, Law Enforcement Division, Room 606, State Office Building, Indianapolis, Indiana 46204, within twenty-four (24) hours.

**Section 6.19****GENERAL RULES**

- A. It is unlawful to operate a watercraft while under the influence of alcohol or dangerous drugs.
- B. It is unlawful to throw any refuse into the lake or onto the shore.
- C. The maximum length of boats (watercraft) is twenty-eight (28) feet for pontoons and twenty-two (22) feet for other boats.

**Section 6.20** The dock at the Clubhouse is constructed for the convenience of all property owners in good standing. No boat shall be secured to the Clubhouse docks for a period longer than that of the member's utilization of the Clubhouse and/or swimming pool facilities.

**Section 6.21** No boats shall be left or tied to the dams.

**Section 6.22** No attached boats shall be left in the lake or at the marinas docks from November 1 thru March 31. Storage of boats/trailers at the marina or on other Association property is not permitted from May 1 to October 1.

Section 6.23 Overnight boat camping is prohibited.

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Section 7

SWIMMING

Swimming in the lake more than 50 feet from the shoreline is prohibited at all times, except when swimming within 10 feet of a boat.

Persons must change clothing within doors. Dressing in cars or upon open subdivision property is prohibited.

Swimming and diving in the pool and at beach areas shall be subject to special rules and regulations promulgated from time to time and posted in those respective areas.

Section 7.01

POOL

Members in good standing and their immediate family (as defined in Sec. 2.02) are eligible to use the pool at the clubhouse. Each person using the pool must display identification while in the pool area. Each member in good standing may purchase guest passes at the clubhouse. Pool rules are established by the Pool Committee each year and will be appropriately publicized to the membership as well as displayed at the pool area. Members and guests are responsible to know and abide by the pool rules.

Section 7.02

LIFEGUARD ON DUTY

- A. Shall be in full charge of all persons using the pool and in the pool area, and has the authority to enforce ALL rules of safety and sanitation.
- B. Has the authority to eject anyone from the pool or pool area who is violating safety, sanitation rules, who is disorderly, or who will not obey the lifeguard. Such incidents will be reported to the Pool Chairman. Pool privileges may be suspended by the Pool Committee.
- C. Can call rest periods at their discretion, especially during days of extreme temperatures.

Section 7.03

POOL RULES

Rules are designed for the health and safety of patrons and facility staff. These rules and regulations are based on the Indiana State Board of Health and American Red Cross rules.

- A. Swimming is allowed only when a lifeguard is on duty. Tuesdays thru Sundays, 12 noon - 8 p.m. weather permitting.
- B. Horseplay; such as running or any activity that could be harmful to other swimmers is not allowed.
- C. Fighting, vandalism, profanity, improper behavior, and intoxication is not allowed.
- D. No food or drink, other than water is allowed outside the concession area. Inside the concession area, patrons are responsible for disposal of all waste material immediately after consumption.
- E. Persons having open sores or cuts shall be warned that those are likely to become infected and advised not to use the pool.
- F. Children under 10 years of age must be accompanied and supervised at the pool by a person who is responsible to the parent of the under aged child. That is any child who is not at least 10 years old the day he comes to the pool, and the person accompanying the child must be within the fenced pool enclosure.
- G. Non-inflatable small toys will be allowed in the pool or pool area only at the discretion of the lifeguard.
- H. Non-inflatable small, soft balls will be allowed in the pool or pool area only at the discretion of the lifeguard.

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- I. Only U.S. coast guard approved personal flotation devices, (type I, II, & III) can be worn by children in the pool. No inflatable personal flotation devices of any kind will be allowed.
- J. Persons who wish to enter deep water may be required to demonstrate their swimming ability. Non-swimmers, "wall-walking", (traveling from shallow water to deep water by holding onto the wall), is not allowed.
- K. Proper swim apparel is required of all bathers.
- L. Obey the Lifeguards at all times.
- M. No talking to Lifeguards when on duty.

**Section 7.04****DIVING RULES**

- A. Only one person on the diving board at a time.
- B. Dive only to the front of the board, and only when area is clear.
- C. Look before diving or jumping to make sure no one is in the diving area.
- D. Swim to the closest ladder or wall immediately after entering the water.
- E. Do not gather at the ladder.
- F. Do not sit or hang on the lifeline.

**Section 8****FISHING**

**Section 8.01** Guests are permitted to fish only in the presence of members.

**Section 8.02** Screening and fish traps are prohibited. No fisherman shall use more than two lines at one time, nor more than two hooks on each line. Jug fishing and trot lines are prohibited.

**Section 8.03** Leftover minnows, bait cans and bottles shall not be thrown into lake or left in the shoreline or docks. No rough fish minnows, such as goldfish, carp, buffalo, etc., shall be allowed to be used as bait.

**Section 8.04** Fishing is prohibited from dams, beach area, marinas and boat ramps. Fishing is permitted from the dock at the clubhouse.

**Section 8.05** Bag limits and size:

Bluegill -- None

Crappie, Reader, Rock Bass -- 25 daily (total)

Large Mouth and Yellow Bass -- 6 daily (total)

Large Mouth Bass size limit -- 14 inches (minimum)

**Section 9****HUNTING**

Hunting or shooting within the confines of the Subdivision is prohibited, except in such areas and under such conditions and regulations as may be designated and established from time to time by the Association's Board of Directors.

**Section 10****ACCESS AREAS****Book 143 Page 107**

**Section 10.01** The access areas around the lakes are to remain the property of the Association at all times. These access areas are for the benefit of all members of the association who need to use them for access to the lakes. In no way can any one member or group convert all or part of the access areas to private use. No buildings and no storage facilities can be erected by any one member or group of individuals. It is requested and suggested that individuals and groups having lots adjoining or near access areas keep these access areas neat, presentable, and accessible, but they are not permitted to do anything which would be detrimental to the land, ground or trees.

**Section 10.02** Docking facilities in access areas for boats may be built and maintained by individuals or groups who actually use these areas; but such docks are under the jurisdiction of the Lakes Committee and specifications of the docks shall conform to the same general specifications of docks set forth by the Architectural Committee. All docks constructed on access areas become the property of the Association.

**Section 10.03** No storage of boats or trailers will be permitted on access areas.

**Section 11****GUEST PRIVILEGES**

The Association extends a cordial welcome to guests of its members within the limits of such restrictions as are consistent with the best interest of the entire membership of the Association. Members of the Association will be required to observe the following regulations relating to guest privileges:

**Section 11.01** The number of guests which a member may have for the purpose of swimming and/or fishing in any lake in the proximity of his own lot is not limited. However, no guest shall be permitted to ride in, or pilot, or water-ski behind, or fish from a boat unless in the presence of a member. The requirement of "presence of a member" is fulfilled if the member is generally participating in the activities in which the guest(s) is engaged and when the member is within the range of reasonable communications with the guest.

**Section 11.02** There shall not be more than one guest boat per member per day. Members must obtain a one-day permit for their guest boat from the office.

No guest shall be permitted to launch or operate a boat which is not owned by a member. Guests may not launch their own boats on any lake. The only exceptions to this rule shall be:

- A. In the presence of a member, guests may launch a boat for the purpose of demonstrating said boat for a possible sale to the present member.
- B. If the member does not own a boat, or is not using his boat, then the guest may launch his boat, but it may be launched and operated only in the presence of the member.
- C. No persons or members of their immediate families who own property within the Subdivision shall be allowed to engage in any facility privilege unless they are a member in good standing of said Association, nor shall they qualify as guests of members under any circumstances, unless said persons have an application for membership properly filed with the club.
- D. The Board of Directors may from time to time, make such rules as they deem necessary regarding the admission of guests to the club, lake and facilities, and may, at their discretion, make further restrictions on the above-specified privileges regarding guests.

**Book 143 Page 108****Section 12****ENFORCEMENT**

The Association may have staff to police the subdivision area, including water use and vehicular traffic. Failure to comply with the rules and regulations of the Association may result in fines, membership suspension, and/or legal action.

The following procedures will be followed in cases of rule violations by property owners, associate members, families, or guests:

- A. Notice will be given to the property owner by security or directors.
- B. Hearing will be held at the next regular board meeting.
- C. Fines will be levied and/or privileges removed for periods to be determined by the Board of Directors.
- D. Matters concerning violation of county, state or federal law will be prosecuted by normal procedures for such violations.

**Section 13****PROHIBITED ACTIVITIES**

**Section 13.01** No noxious or offensive activities are permitted in the Subdivision, nor shall anything be done in the Subdivision that shall be or become an unreasonable annoyance or nuisance.

- A. Profanity is not permitted on the lakes, beach, clubhouse or any lot that is audible to others.
- B. Beach parties should be conducted with consideration for the neighborhood and at a reasonable noise level. No outside amplified music shall be permitted Sunday through Thursday or after 12:00 midnight. Arrangements for beach parties must be made at the office.
- C. The security officer or the security committee chairman shall have the authority to determine what noise level or what activities are reasonable or unreasonable at parties or other events.

**Section 13.02****PETS**

The Association does adopt all County and State laws and regulations regarding pets, and such may be enforced by the Association or by any duly sworn law enforcement officer. If any pet bites, it will be considered a criminal and civil offense subject to penalty. This rule is supported by Indiana State House Enrollment Act #1078 of July 1994.

Kennels or other facilities for breeding of pets are not permitted. Only the usual household pets shall be kept on a lot in the Subdivision.

Pets shall be properly inoculated and licensed and kept on a leash when not on owners property. After one written warning by the Security Officer or the Security Chairman, there may be a fine determined by the Board of Directors for continued violation. Further violation may result in the pet being picked up and turned over to Morgan County Dog Warden and the owner subject to penalty.

Excessively barking dogs and odors from pets are considered a general neighborhood nuisance and are not to be tolerated. Dog complaints are to be reported at the next Board of Directors meeting and made a matter of record including name of the dog owner and the individual making the complaint.

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**Section 13.03**

**TRASH DISPOSAL**

Indoor or outdoor burning of garbage, trash, and other like household refuse is not permitted. The outdoor burning of leaves or brush is permitted with these precautions:

- A. Clear the area across the fire base either 5' or 3 times the fire base.
- B. Top of flames not over 6'.
- C. Fire must be attended. Extinguish before leaving.
- D. Keep running water or 5 gallons available.
- E. Do not burn when too windy or too dry.
- F. No leaf burning after 6 p.m. because of air pollution considerations.
- G. Remember, you are liable for damage caused by spread of your fire.

**Section 13.04** All outdoor clothes po'es, clothes lines and similar equipment shall be placed or screened by shrubbery as not being visible from any street.

**Section 13.05** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be valid or to be inforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, inforceability, or "running" quality of any other one of the Restrictions.

**Section 14**

**SALE OF LOTS**

Whenever the owner of any unimproved lot decides to sell that lot he/she shall notify all abutting lot owners of his/her intention. Abutting lot owners shall have the opportunity to meet or exceed any bona fide offer.

RECEIVED  
FOR RECORD

96 NOV 26 AM 8:59

*Vicki Powell*  
MORGAN CO. RECORDER

BOOK 50 PAGE 64

State of Indiana, County of Morgan, ss:

AFFIDAVIT ESTABLISHING MAINTENANCE  
OF PRIVATE ROADS

The undersigned, "PAINTED HILLS DEVELOPMENT CO.", being duly deposed through its authorized officers, does state and declare that all roads and ways of the PAINTED HILLS SUBDIVISION, as now presented in the plats for Section I and Section II and as proposed to be presented in subsequent plats pertaining to said Subdivision, are to be retained as the sole property of the developing company and its assigns and will be maintained by said developing company or its assigns and at no time is it contemplated, anticipated or proposed that said roads or any part thereof be dedicated to be public or any governmental institution, nor that governmental jurisdiction by way of road maintenance or police powers shall be requested or invoked pertaining thereto; it is further states that in connection with the filing of any plat or proposed plat no dedication will be made of said roads and all parties are specifically hereby advised that all roads, ways and thoroughfares in said subdivision are and remain private without benefits therein enuring to members of the public or governmental authorities.

IN WITNESS WHEREOF, this Affidavit has been executed on behalf of the undersigned company by one of its partners this 10 day of December, 1968.

PAINTED HILLS DEVELOPMENT CO.

By Nebo Properties, Inc.

By John E. Hurt  
John E. Hurt, President

Attest:

Corporate Seal

Sam Blue  
Sam Blue, Secretary

50 65

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MORGAN )

On this 16 day of December, 1968, before me personally appeared John E. Hurt, to me personally known, who being by me duly sworn did say that he is the President of Nebo Properties, Inc., an Indiana Corporation, which Corporation is a partner in PAINTED HILLS DEVELOPMENT CO., a Partnership composed of Nebo Properties, Inc. and Indiana Lakes & Land Company, Inc. and that such partner has the authority to execute the foregoing instrument and affix the Corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by Authority of its Board of Directors and is the free act and deed of said Corporation and of said Partnership.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at my office in Morgan County the day and year first above written.

Angelene Miller  
Notary Public Angelene Miller

My Commission Expires:

12/31/70



This instrument was acknowledged  
By Sam Blue

RECEIVED  
RECORD  
JAN 14 9 33 AM '69  
John H. Gray  
RECORDER OF  
MORGAN COUNTY