

20050004747
Filed for Record in
BROWN COUNTY, IN
GLENDA STOGSDILL
11-16-2005 At 09:57 am.
COV & RESTR 18.00
DB Book 109 Page 1543 - 1546
pc 2 176A

COVENANTS AND RESTRICTIONS

The real estate to be conveyed shall be subject to the following restrictions assessments, and conditions:

Developer shall have no responsibility for the construction or maintenance of the roadway easements by reason of this grant, other than as stated in these covenants. The roadways will be privately maintained by the property owners association, know as Quailwood Run Owner's Association through annual assessments of road maintenance fees to be shared equally by all owners within the development. Developer, its successors and assigns, or any person using said roadway easements by invitation, express or implied.

All owners of the subject real estate tracts shall be members of a not-for-profit mutual benefit corporation to be known as Quailwood Run Owner's Association formed pursuant to Indiana Code 23-17-2-19. All owners of the tracts shall be members of the Association. Contract purchasers shall be entitled to the membership rather than the deed holder. There shall be only one membership vote in the affairs of the Association for each tract. To exercise their vote in association affairs, a contract purchaser must notify the Association of such ownership, in writing for purposes of notices and voting. Where the ownership, wither y contract or deed is vested in more than one person, they shall agree among themselves as to how to exercise the one vote applicable to each tract.

The Association shall be initially incorporated by the developer and shall continue in existence thereafter. The first president of the Association shall be the developer. The Association shall have three officers, being president, vice-president, and a treasurer. These officers shall constitute the Executive Board ("Board"). The Board shall make its decisions based upon majority vote of the board membership.

Steve Schoolcraft shall be the first president, vice-president/secretary and treasurer, in the office until the fourth lot has been sold. The length of time for serving on the Board subsequent officers shall be one year. Should a member of the Board find it necessary to relinquish their position, they will appoint another owner to serve in their stead, or failing so the remaining Board members shall select the new member within sixty(60) days. Upon the cessation of the service of Steve Schoolcraft as board member, the new board members shall be elected from and among the owners at a reasonable time and place. Such board members elected shall serve until January 15, and on a prior to said date annually, a meeting shall be called by the prior secretary to vote upon new board members. Notice shall be given to all owners as determined by the tax records of the Brown County auditor, or to contract purchasers who make their interest known to the secretary. Board members shall be elected at such membership meeting by a plurality for each office.

Annual total Association assessment shall be One Hundred and Twenty Five Dollars (\$125.00) to be used in the following manner with a single initiation fee per lot of One Hundred Dollars (\$100.00): The money accumulated in the fund shall be used to

Instrument
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109 1543

pay expenses relating to the continued maintenance of the common roadways in the development. Developer shall remain responsible for contributions on its behalf for any unsold lots remaining in its ownership until all such lots are sold. The Association shall, after the sale of the fourth lot, be solely responsible for maintenance of the roads.

An adjustment in the amount of the annual maintenance fee or special assessments that might be deemed necessary shall be enacted by majority vote of the Association. Such meeting may be called at any reasonable time and place by ten days prior notice to all owners as aforesaid.

If in the future, public maintenance of the roadways or a portion of the roadways becomes available and/or the transfer of maintenance to another entity and the need for this fund becomes unnecessary, any remaining maintenance funds would be divided evenly among all members who are current in paying the assessments.

Should any individual lot owner become thirty days delinquent in payment of their assessment, a monthly late fee of Ten Dollars (\$10.00) shall be imposed. Should such owner become one year or more past due on payment, the Association shall have the right to place a lien for the unpaid assessments against such tract and enforce same liens and mortgages are enforced in the State of Indiana, together with court costs, and reasonable attorney fees, in the name of the Association.

Should an owner sell a tract, any prepaid contributions to the maintenance fund are non-refundable. The new owner will become a participating member in the Association. No owner may participate in the votes of the Association unless their assessments are paid current.

Treasurer of the corporation will be responsible for the accounting of fund and maintenance of account. Treasurer will balance account no less than monthly.

Owners may request, in writing, an up-to-date copy of the accounting at any time, to the Board, at which time an officer of the corporation will respond to such request within 10 days. Neither developer nor board members nor officers shall be held personally liable in the discharge of their duties except for intentional misconduct. There may be included in the road maintenance budget a sufficient sum to provide insurance from liability in favor of the developer, board members, officers, and the Association itself, for liabilities that may be incurred by reason of common roadway usage and ownership.

RESTRICTIVE LAND USE AND SPECIFICATIONS

1. Said real estate shall be known and designated as single family residential real estate only.
2. Improvements shall be single family dwellings with a minimum of 1400 square feet finished living area, not including basements, lower level area or garages, and a minimum 7/12 roof pitch on the main portion of the roof system
3. All construction shall comply with existing County Ordinances.

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20050004747 OR 109 1545

- A. The developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15, Storm Water Run-Off Associated with Construction Activity. Builder/Owner acknowledges that Builder/Owner agrees to take all erosion control measures as in the plan applying to "land disturbing activity" undertaken by Builder/Owner or subcontractors, and agree to comply with the terms of the Developer's general permit under Rule 5 as well as all other applicable state, county and local erosion control authorities.
- B. The Builder/Owner shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connection with, and work done by Builder/Owner, Builder's/Owner's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Developer and compliance of any statute, law, ordinance, code or the like.
4. All ^dswellings are to be attached to a permanent foundation. Manufactured homes, modular homes, trailers, mobile homes, shacks and /or other temporary housing alone or in conjunction with any other structures is prohibited on this real estate. Barns and sheds must be built to compliment all properties. No vinyl siding is allowed on any structure. ~~All Homes shall be at least 75% masonry (Brick or Stone).~~ S.S.
5. Construction, once commenced, shall be completed within nine(9) months unless an extension is granted by plattor, designated representative or Association chairperson. Improvements not completed as above shall be deemed nuisances and be removed at the owner's expense.
6. Any damage occurring to roads during the process of construction must be repaired by the lot owner causing said damage. No parking will be allowed on the roadways or in the cul-de-sacs at any time.
7. No noxious, unlawful, or otherwise offensive activities shall be carried out on the real estate, not anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No disabled cars, junk or other obnoxious materials shall ever be moved onto or permitted on or remain on any part of the property unless contained within a garage or full enclosures so as not to be in view from any side. In the case of a violation, plattor, designated representative or Association chairperson must notify lot owner via certified return receipt mail allowing Ten (10) days from the date of certified mail receipt paid stamp for the removal of such thing, after which shall have the right to remove any such thing from the property, have the right to enter the property to accomplish this, and charge total expense to the lot owner.

8. Said real estate shall be subject to separately described road maintenance agreement to maintain the common roadway. Said agreement shall involve initiation and annual fee obligations to each owner.
9. It is understood that any owner choosing to introduce animals or pets to the property shall also provide appropriate fencing and/or enclosures to confine such animals to the premises of their property. No barbed wire, wire or above ground electrical fencing will be allowed. Due to the size of the lots, no more than one (1) large animal will be allowed. No more than two (2) dogs or cats will be allowed on any lot.
10. Individual lot owners shall be responsible for keeping grassy areas of their property trimmed and in neat appearance regardless of whether the lot has been built upon, including easement areas which may lay on individual lots.
11. No lot shall be further subdivided for the purpose of creating an additional building site.
12. All restriction, conditions and covenants within this Deed shall run with the land and shall be binding upon and operate for the benefit of and may be enforced by Grantor, The Association or the owners, heirs and assigns of any lot hereby granted deriving title from or through the Grant herein.
13. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and their heirs and assigns. Any modifications, deletion, or addition to the covenants and restrictions shall be brought about only through majority consent of property owners, proper recording in the Recorders Office of Brown County and appropriate notification to the Brown County Planning Commission.
14. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed this 16 day of Nov. 2005

By: Steve Schoolcraft
Steve Schoolcraft
Schoolcraft Incorporated
Quailwood Run Owner's Association President
CROSS
REFERENCE to
2005-1697

200600000279
Filed for Record in
BROWN COUNTY, IN
GLENDIA STOGSDILL
01-24-2006 At 01:53 pm.
MISC 12.00
DR Book 112 Page 323 - 324

Amendment to covenants and restrictions

Quallwood Run

Restrictive land use and specifications

- 7a. There shall be no incandescent or florescent security lighting, or any exterior lighting which would intrude on other lot owners darkness. Any lights left on all night shall be mounted no more than 10 feet from the ground, and be pointed so as to not shine towards other lot owners homes.

Prepared by Steve Schoolcraft

Steve Schoolcraft

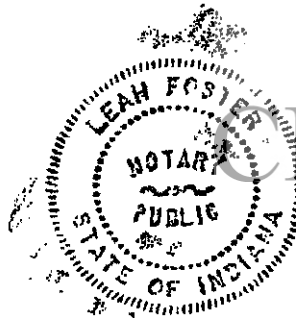
The following is a proper form for the taking of an acknowledgement in the State of Indiana:

State of Indiana
County of Brown SS:
County in which notarization takes place

Before me the undersigned, A Notary Public for
Brown County
Officer's county of residence

County, State of Indiana, personally appeared
Steve Schoolcraft ®
Name of person

and acknowledged the execution of this instrument
this 24 day of January



2006
(SEAL) (Signature) Leah Foster
Notary Public
printed or typed name

My commission expires: 5-21-08

See 2005-4747 FOR ORIGINAL
COVENANTS & RESTRICTIONS SS.

2005000 1197
PL 5-6-05

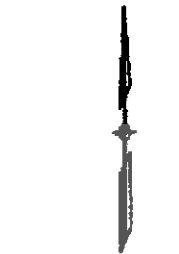
SPEARVILLE COUNTY ROAD

COLLINS
DR. 169 PG. 578

LEGEND:

- △ — MAG NAIL FOUND
- — 60 INCH REBAR W/CAP SET
- — RAILROAD SPIKE SET
- — BUILDING SETBACK LINE

Best Copy



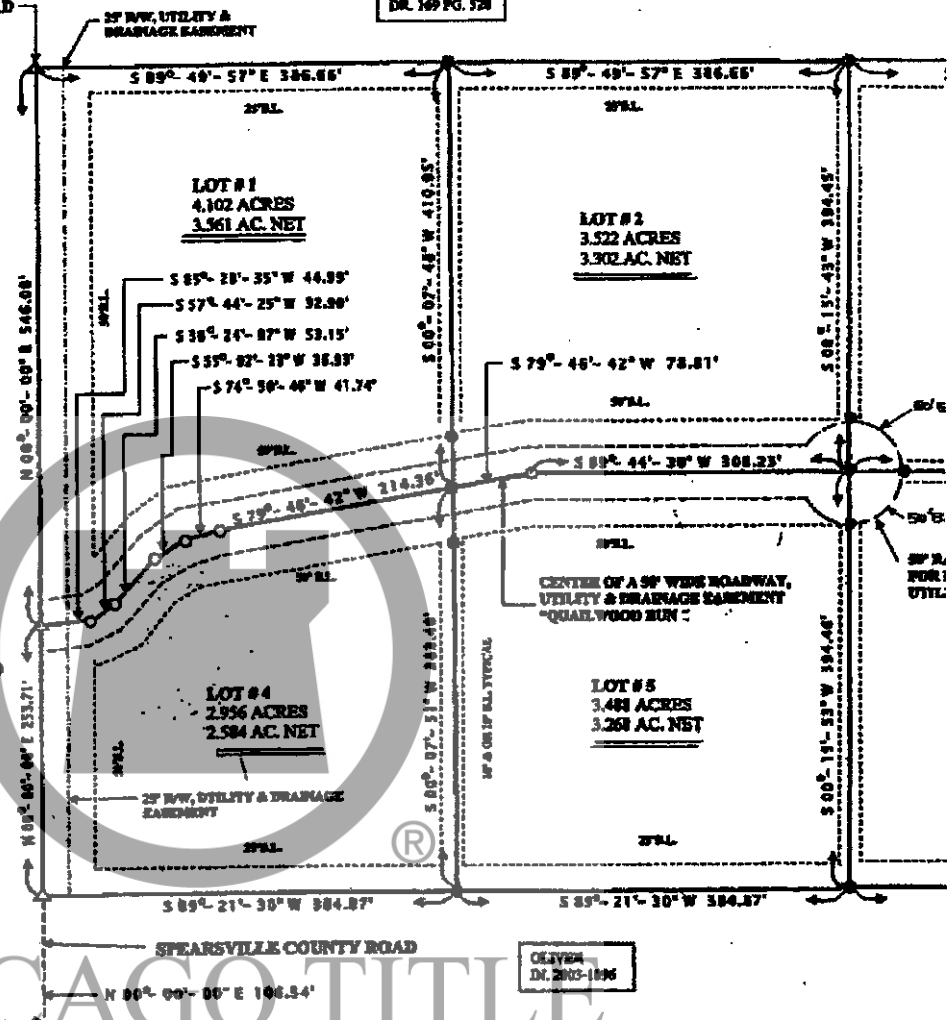
SCALE: 1" = 100'



ADAMS
DR. 164 PG. 300

MAG NAIL FOUND
OVER RAILROAD SPIKE
FOUND (2" RG)
SOUTHWEST CORNER
FRACTIONAL
SW 1/4 NW 1/4
SEC. 3-10-3

CHICAGO TITLE



NOTES:

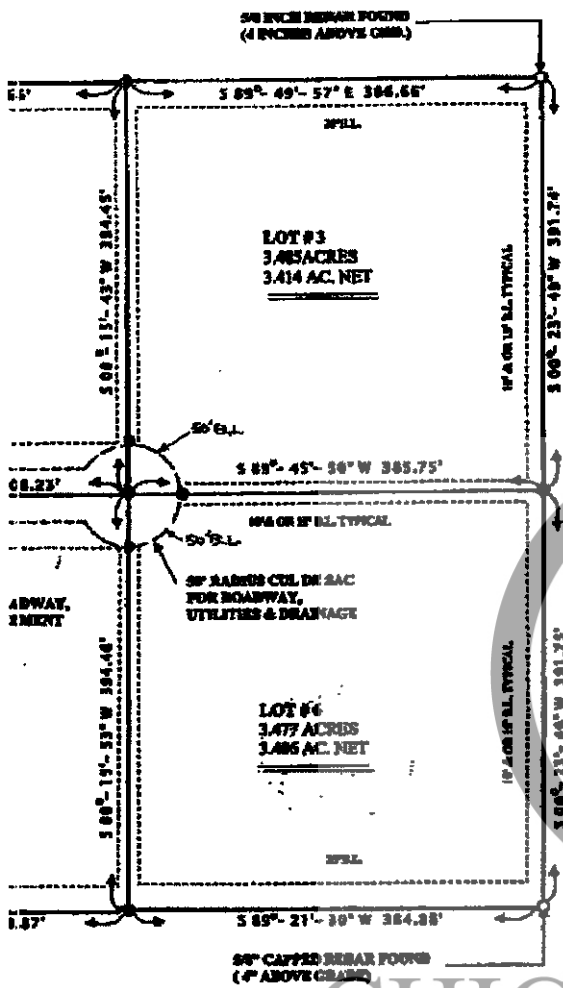
1. 50 Foot Building Setback from Center of Eastment and Spearsville County Road
2. 25 Foot Rear Building Setback
3. 10 Foot and/or 15 Foot Side Building Setback
4. Runway Surface to be 30 Feet Wide
5. FEMA Flood Map Number 185174 06256, Low use in Zone C (Not in a Flood Hazard Area)
6. 50 Foot wide Easement for Runway and Utilities (as shown, Quailwood Run Lane)
7. 25 Foot right of way along the East Side of Spearsville County Road.
8. Call-outs to be 50 Foot Radii
9. Zoning Secondary Residential (R2)

BASE OF BEARING
THE BASIS OF BEARING IS NORTH 99 DEGREE
FOR THE WEST LINE OF THE FRACTIONAL NW
SOUTHWEST QUARTER OF SECTION 9 TOWNS

LAND SURVEYORS CERTIFICATE

I, JAMES C. BENNETT, HEREBY CERTIFY THAT I AM A REGISTERED
SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, &
THIS DESCRIPTION WAS COMPLETED UNDER MY DIRECTION APRIL

James C. Bennett
JAMES C. BENNETT
RL54 50478
4-08-05



QUAILWOOD RUN SUBDIVISION

PART OF THE FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE 2ND PRINCIPAL MERIDIAN, HAMBLEN TOWNSHIP, BROWN COUNTY, INDIANA

SECONDARY PLAT

SURVEYOR
 STEVEN SCHOOLCRAFT
 2662 ARLING LANE DR.
 MORGANTOWN, IN 46160
 SCHOOLCRAFT INCORPORATED
 INSTRUMENT NUMBER 2003-0308

200500001697
 Filed for Record in
 BROWN COUNTY, IN
 GLENDA STOGSDILL
 05-05-2005 At 09:15
 LG SUBDIVIS 23.1
 PC2 176

SURVEYOR
 JAMES BENNETT & ASSOCIATES
 1051 EAST OLD STATE RD, 44
 NASHVILLE, IN 47443
 JAMES BENNETT P.E. P.L.S.

FORD,
 DL 2004-5206

DESCRIPTION:

PART OF THE FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 10 NORTH, RANGE 3 EAST, HAMBLEN TOWNSHIP, BROWN COUNTY, INDIANA DESCRIBED AS FOLLOWS: COMMENCING AT A MAG NAIL SET OVER A RAILROAD SPIKE FOUND IN SPEARVILLE COUNTY ROAD MARKING THE SOUTHWEST CORNER OF THE FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND THE SOUTHWEST CORNER OF A TRACT DESCRIBED TO OLIVER IN INSTRUMENT NUMBER 2003-1824 IN THE OFFICE OF THE RECORDER OF BROWN COUNTY, INDIANA; THENCE NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST (BASE OF BEARING) ON AND ALONG THE WEST LINE OF SAID FRACTIONAL SOUTHWEST QUARTER, NORTHWEST QUARTER WITH SAID COUNTY ROAD AND THE WEST LINE OF OLIVER 106.54 FEET TO A MAG NAIL SET AND THE BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON AND ALONG SAID WEST LINE WITH SAID COUNTY ROAD AND THE WEST LINE OF OLIVER 799.79 FEET TO A MAG NAIL SET OVER AN IRON PIN FOUND MARKING THE NORTHWEST CORNER OF OLIVER AND THE SOUTHWEST CORNER OF A TRACT DESCRIBED TO COLLINS IN DEED RECORD NUMBER 149, PAGE 228 IN THE OFFICE OF THE RECORDER OF BROWN COUNTY, INDIANA; THENCE SOUTH 29 DEGREES 59 MINUTES 57 SECONDS EAST WITH THE NORTH LINE OF OLIVER AND THE SOUTH LINE OF COLLINS 1159.94 FEET TO A 5/8 INCH CALLED REBAR FOUND MARKING THE NORTHEAST CORNER OF OLIVER AND THE SOUTHEAST CORNER OF COLLINS ON THE WEST LINE OF A TRACT DESCRIBED TO FORD IN INSTRUMENT NUMBER 2004-5206 IN THE OFFICE OF THE RECORDER OF BROWN COUNTY, INDIANA; THENCE SOUTH 80 DEGREES 23 MINUTES 45 SECONDS WEST WITH THE EAST LINE OF OLIVER AND THE WEST LINE OF FORD 703.09 FEET TO A 5/8 INCH CALLED REBAR SET; THENCE SOUTH 89 DEGREES 21 MINUTES 36 SECONDS WEST THROUGH THE LANDS OF OLIVER 1154.62 FEET TO THE BEGINNING, CONTAINING 21.031 ACRES MORE OR LESS.

SUBJECT TO SPEARVILLE COUNTY ROAD.

ALSO, SUBJECT TO ALL OTHER LEGAL RIGHTS OF WAY AND EASEMENTS EXISTING OR OF RECORD AFFECTING SAID REAL ESTATE.

BASE OF BEARING
 BEARING IS NORTH 04 DEGREES 00 MINUTES 00 SECONDS EAST
 LINE OF THE FRACTIONAL NORTHWEST QUARTER OF THE
 QUARTER OF SECTION 3 TOWNSHIP 10 NORTH, RANGE 3 EAST.

I CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF INDIANA, THAT THIS SECONDARY PLAT AND I UNDER MY DIRECTION APRIL 7, 2005.

J. Bennett
 4-08-05



DULY ENTERED
 FOR TAXATION

MAY 05 2005

Colin J. Miller
 Auditor of Brown County

DEED OF DEDICATION AND OWNERS CERTIFICATE

State of Indiana)
County of Brown) ss.

I, the undersigned Steven Schoolcraft for Schoolcraft Incorporated, owner of the real estate shown and described herein, do hereby certify that I (We), have laid off, platted and subdivided and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known as Quailwood Run Subdivision.

The 50 ft. wide easements shown on the plat are dedicated to the public for roadway, utilities and drainage, subject at all time to the proper authorities. No structures are to be erected in these easements unless as part of the development plan.

The building setback lines are hereby established as shown on the plat, between such lines and the streets or property line, there shall be erected no buildings.

(See attached sheets for Covenants and Restrictions)

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, any structure erected in violation hereof, is hereby dedicated to the public and reserved to the several owners of the lots in this subdivision and their heirs and assigns.

Witness our Hands and Seals this 26 day of April, 2005

(Signature) Steven Schoolcraft
Steven Schoolcraft

State of Indiana)
County of) ss,

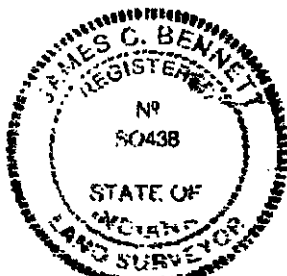
I, Judith Swift, a Notary Public in and for said County and State, do hereby certify that Steven Schoolcraft for Schoolcraft Incorporated, personally known to me to be the same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that he/she signed the above certificate as his/her own free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires: 6-9-09

Judith Swift
Notary Public
Resident of County of Brown

LAND SURVEYORS CERTIFICATE

I, JAMES C. BENNETT, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS SUBDIVISION PLAT AND DESCRIPTION WAS COMPLETED UNDER MY DIRECTION ON APRIL 8, 2005.



James C. Bennett
James C. Bennett
4-20-05

Requested By: itss 03/28/2012

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ALL ACTS AMENDATORY THERETO AND AN ORDINANCE ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BROWN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE COUNTY OF BROWN AS FOLLOWS:

Approved by the Brown County Plan Commission at a meeting held on April 26 2005

BROWN COUNTY PLAN COMMISSION



Al Donaldson
President

Tony J. Martin
Secretary

COUNTY COMMISSIONERS CERTIFICATE

Under authority provided by Chapter 47 - Acts of 1951, of the General Assembly, State of Indiana, this Plat was given approval by the Board of County Commissioners of Brown County, Indiana at a meeting held on May 2 2005

Board of County Commissioners

Stephanie Zager

Attest:

Mari H. Miller
County Auditor

[Signature]
Amy Couch

CHICAGO TITLE

RECEIVED FOR RECORD

This _____ day of _____, 200__ at _____ O'clock

and recorded as Instrument Number 200__ - _____ in the office of the Brown County Recorder

Brown County Recorder

DULY ENTERED FOR TAXATION

MAY 05 2005

Mari H. Miller
AUDITOR OF BROWN COUNTY

Duly entered for taxation this _____ day of _____, 200__ in the office of the Brown County Auditor

Brown County Auditor

Prescribed by the
State Board of Accounts
(2005)

County Form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant



Printed Name of Declarant

CHICAGO TITLE