





SITE PLAN
1" = 200'-0"

[illegible]

A horizontal scale bar with a black rectangular fill from 0 to 200 feet and a white rectangular fill from 200 to 400 feet. The labels "0 FT", "200 FT", and "400 FT" are positioned below the bar.

ROAD MAINTENANCE AGREEMENT



Perpetual and non-exclusive Easements have been provided for the purpose of the installation, maintenance, repair and replacement of all Shared Drives and any utilities, on the (approximate) 46 acre property shown on the attached Site Plan (dated December 5, 2014), on Bob Allen Road in Brown County, Indiana.

Definitions

Owners: All owners, present or future, of the subject property shown on the attached Site Plan.

Covenants: Covenants are specified in a separate Declaration of Covenants.

Tracts: Tract A (24 acres), Tract B (10+ acres) and Tract C (12 acres) are shown on the attached Site Plan. These tracts may be modified in size or shape in the future, per the Covenants.

Shared Drives: Drives within the designated Easement, including any improvements and vegetation, the use of which are shared by multiple Owners and are not for the private use of any single Owner. The Shared Drive for Tracts A, B and C begins at Bob Allen Road and extends westward to a point where the private drive for Tract A will commence. The Shared Drive for Tracts B and C continues westward, serving only those tracts.

Maintenance

The Owners shall be jointly and equally responsible for routine maintenance and repairs to the Shared Drives. Maintenance will include mowing, snow-plowing and other services, as agreed. Repairs will include other, periodic services (e.g., regrading/resurfacing of drives, repainting of entrance structures) needed due to normal wear-and-tear. Owner-specific improvements, such as private drives, mailboxes, etc. are excluded, unless otherwise agreed by the Owners.

In the event of damage to, or extraordinary wear of (e.g., incurred during the construction of a residence or other structures), any Shared Drives, the responsible Owner(s) shall promptly make needed repairs. The cost of repairs shall be the sole responsibility of the responsible Owner(s). In the event that repairs are not made in a timely and reasonable fashion, the other Owners may, at their discretion (and after giving advance written notice with estimated costs), make needed repairs and shall be entitled to recover all relevant costs.

Improvements

If it should become necessary or desirable to make improvements to the Shared Drives, the Owners shall agree how to proceed and how initial costs will be shared. In the event that one or more of the Owners wish to make improvements, and agreement to do so is not unanimous, those Owners may make improvements at their own cost, or in whatever proportions are agreed. This does not change the requirement that all Owners be unanimous in approving such improvements. Once complete, such improvements shall be maintained and costs shared in the manner of all previous improvements.

Cost Sharing and Funding Reserve

Costs for maintenance shall be shared equally by all Owners using each segment of the Shared Drives. If agreed to by all Owners, services or other remuneration can be substituted for a portion of, or all, costs shares paid in cash by any individual Owner.

A Funding Reserve (Reserve) shall be established to pay for all shared costs. An annual calendar year budget will be prepared, for each segment of the Shared Drives. The Owners will meet each year, to set a budget for the

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AUDITOR OF BROWN COUNTY

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ASSESSOR
BROWN CO.

ROAD MAINTENANCE AGREEMENT

upcoming year. Each Owner will, by December 31 of the prior year, deposit sufficient funds to replenish/fund the Reserve as agreed. In the event that, during the year, expenses for any segment are projected to deplete the Reserve, each Owner shall make an additional deposit to replenish/fund the Reserve, of an amount and within a timeframe agreed to by the Owners.

The responsibility for preparing the budget, collecting deposits made by the Owners, paying shared expenses on behalf of the Owners and for any other accounting needed under this agreement shall be rotated amongst the Owners as agreed during the annual meeting.

The Reserve balance, effective with the initial execution of this Agreement, and for the calendar year 2015, shall be \$500 and be funded at the closing of the sale of Tract A, the Buyer paying their agreed 50% share to the Seller.

Enforcement

In the event that any Owner is unable to pay their agreed share of costs, that Owner may request forbearance from the other Owners. However, forbearance doesn't satisfy the debt and the Owner will be obligated to provide a plan, within 30 days after the date the debt was due, to fully remedy the debt (including, reasonable interest), acceptable to the other Owners.

In the event that an Owner fails to respond or ultimately defaults on a debt and no acceptable remedy is offered, the other Owners may, as a last resort and at their discretion, take legal action against the Owner in default, as permitted by Indiana law. Legal action may include placing a lien on the Tract(s) of the Owner in default. The Owner in default will be responsible for any legal or other costs (including, reasonable interest) necessary to collect this debt. Unanimity of the other Owners is not required: any single Owner may give notice or proceed with legal action, on behalf of all Owners, to enforce compliance with this Agreement.

In the event that this Agreement conflicts with any federal/state/local laws or regulations, such laws or regulations supersede this Agreement. Owners shall endeavor to comply with at least the "spirit" of this Agreement, to the extent legally permissible.

This Agreement shall run with the real estate and shall be binding on all parties and all Heirs, Successors and Assigns. The Owners reserve the right to make revisions to this Agreement if agreed to by all Owners.

This Agreement is effective this 5th day of December, 2014. By signing below, each Owner agrees to abide by this Agreement.

<p><u>Patricia S. Fulkeason</u> 12/5/14 signature <u>PATRICIA S. FULKEASON</u> date <u>12-5-14</u></p> <p><u>Jill Gilmore by Stephen Miller</u> signature <u>POA for Jill Gilmore (Miller)</u> date <u>12-5-14</u></p>	<p><u>Stephen V. Miller</u> 12-5-14 signature <u>STEPHEN V. MILLER</u> date <u>12-5-14</u></p> <p><u>BENJAMIN A. BOUDT</u> signature <u>BENJAMIN A. BOUDT</u> date <u>12-5-14</u></p> <p><u>AND FOR CINDY L. BOUDT</u></p>
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DECLARATION OF COVENANTS

2014003091 COVR \$16.00
12/09/2014 11:28:05A 2 PGS
Sandy Cain
Brown County Recorder IN
Recorded as Presented



The term "Owners" is used for all owners, present or future, of the (approximate) 46 acres, shown on the attached Site Plan (dated December 5, 2014), on Bob Allen Road in Brown County, Indiana.

The tracts of land shown are laid out for ecologically-minded residents wishing to preserve and enjoy the natural surroundings. Homes and other improvements are expected to be designed in concert with the terrain and constructed with a minimal impact on the natural forest and meadow areas. Activities by Owners will be mindful of the impact on their neighbors. These Covenants should not, however, be perceived as unduly restrictive and are simply designed to ensure that residents will be similarly vested in preserving a peaceful atmosphere in which to enjoy nature.

Perpetual and non-exclusive Easements shown on the Site Plan are for the purpose of providing shared access to each tract, including the installation, maintenance, repair and replacement of drives, utilities and landscaping within the Easements. No structure or parking area will be allowed within the Easements unless approved by the Owners. All improvements and vegetation within the Easements will be maintained and costs shared as specified in a separate Road Maintenance Agreement (RMA). A small residential identification sign and any other improvements at the entrance to each residence drive must be well maintained by that respective Owner.

The Natural Areas shown on the Site Plan are to be preserved as close to their natural state, as reasonably possible, with limited timbering of live trees and removal of diseased/dead trees, to best ensure the ongoing health of these wooded areas, for the enjoyment of all Owners. These Natural Areas do not extend any Easements, only better define the intended use of these areas.

Subdivision of any tract shall meet all guidelines of the Area Plan Commission. All structures and uses are to be in accordance with the Brown County R-1 zoning ordinance. All structures are to be designed using materials and colors that are consistent with the natural surroundings. No mobile homes or pre-fab homes are allowed. The minimum building setback requirements for all structures, will be no closer than 100 feet from the road right-of-way and 75 feet from the sides of a tract unless approved by the other Owners.

All utilities, including but not limited to water, electric, telephone and cable television shall be installed underground. All large antenna structures are to be shielded from view.

No commercial buildings or uses, other than light agricultural, are allowed unless approved by the Area Plan Commission and the other Owners.

No Owner is permitted to accumulate any inoperative or unlicensed vehicles. Recreational Vehicles (RVs) are permissible, for other than permanent residence, but shall be shielded as much as practical. Vehicles used primarily for commercial purposes, excluding those for light agricultural use (e.g., tractors), are not permitted. No off-road vehicles or other devices which produce excessive noise may be operated on a continuing basis on a tract unless approved by the other Owners.

No outdoor lights greater than 150 watts shall be installed on any tract, and no outdoor lights of any type shall be installed above eaves level. All outdoor lighting is to be directed downward and in a manner to minimize the view by neighbors.

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AUDITOR OF BROWN COUNTY

BAM/CLB
JVM

DECLARATION OF COVENANTS

Outside refuse containers shall be kept in a shielded area. There will be no underground landfill areas containing trash or debris of any kind (this includes construction materials or debris in case of fire or other damage) on any tract unless approved by the other Owners.

No open or pit-type toilets are permissible, except as needed during construction of the primary residence or for other short-term temporary use unless approved by the other Owners.

A reasonable number of animals may be kept by each Owner, but if they should become a nuisance or threat to others, they shall be restrained or removed altogether.

No hunting or use of firearms, except in the case of a bonafide emergency, is permissible on any tract unless approved by the other Owners.

Enforcement

In the event that an Owner is not in compliance with these Covenants, and all other reasonable avenues of redress have been exhausted, formal legal notice may be given by any other Owner(s), after which the non-compliant Owner shall have, at most, 90 days to respond and to rectify the non-compliance, if any, or to provide a plan to do so, that is acceptable to all Owners.

As a last resort, if the non-compliant Owner shows no effort to respond to or rectify the non-compliance, the other Owners may, at their discretion, take legal action and the non-compliant Owner, if determined to be non-compliant, would be responsible for any legal or other costs (including, reasonable interest) incurred by the other Owners. Unanimity of the other Owners is not required: any single Owner may give notice or proceed with legal action, on behalf of all Owners, to enforce compliance with these Covenants.

In the event that these Covenants conflict with any federal/state/local laws or regulations, such laws or regulations supersede these Covenants. Owners shall endeavor to comply with at least the "spirit" of these Covenants, to the extent legally permissible.

These Covenants shall run with the real estate and shall be binding on the Owners and all Heirs, Successors and Assigns. The Owners reserve the right to make revisions to these Covenants if agreed to by all Owners.

This Declaration is made this 5th day of December, 2014. By signing below, each Owner agrees to abide by these Covenants.

signature

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