

Subdivision Lots

Garrity Grove Covenants & Restriction

June, 2004

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

GARRITY GROVE shall be a rural development consisting of six lots located in Van Buren Township of Brown County, Indiana. Lots within the development will be accessed by a roadway developed by Glenwood Development Corporation and privately maintained by the Garrity Grove Road Maintenance Association. The roadway is shown on the plat recorded in the Office of the Recorder of Brown County, Indiana, "Roadway and Utility Easement" named Garrison Lane and developer hereby conveys and dedicates certain non-exclusive mutual roadway and-utility easements set out on the plat for the purpose of providing ingress, egress and passage of utilities for the various parcels comprising the real estate as described in the plat. Developer dedicates said easement described in the plat for use of the owners of respective lots, their transferees, assigns, and the public generally, as covenants to run with the parcels described. Lots are subject to utilities as shown on the recorded plat and owners will take no action that interferes with the utility easement.

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 road maintenance association known as Garrity Grove Road Maintenance Association, through annual assessment fees to be shared equally by all owners within the development. Developer, its successors and assigns, shall have no liability or responsibility to any subsequent owner of the real estate shown on the plat, or their 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 association to be known as Garrity Grove Road Maintenance Association, formed pursuant to all following covenants. There shall be only one membership vote in the affairs of the Association for each lot. Where the ownership, wither by 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 lot. In the event a lot(s) is sold by way of private contract, the record holder and the contract purchaser shall determine amongst themselves who shall have the right to exercise the membership vote so long as the contract is not in default..

Where the membership must vote on matters for which the Directors may not, a majority vote of the entire membership must be obtained. Voting of the membership may be by cast of ballot or by proxy in any and all voting issues. Any and all amendments,

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addendum's, deletions or the like of these Covenants & Restrictions must be by majority vote of the entire membership.

The Association shall be initially formed 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 a president, vice-president/secretary, 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.

Gerald Wagoner, Developer, shall be the first president, vice-president/secretary and treasurer, in office for a period of one year, or until the fourth (4th) lot has been sold, whichever occurs later. 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 to do, the remaining Board members shall select the new member within sixty (60) days. Upon the cessation of service of Gerald Wagoner as board member, new board members shall be elected or volunteer from and among the owners of the various tracts pursuant to a meeting called by certified mail notice to all owners at a reasonable time and place. Such board members elected shall serve until January 15, and on or 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.

INITIATION FEE A single initiation fee of One Hundred Dollars (\$100.00) per lot shall be collected at the initial closing from purchaser with check to be made payable to the Garrity Grove Road Maintenance Fund. Each such fee shall be matched by developer, Glenwood Development Corporation, bringing a total fund deposit of \$200.00 per lot. The initiation fee does not apply to subsequent purchasers thereafter. Upon conveyance (at closing) of various lots in the development, each initial owners contribution shall be escrowed in a general maintenance fund and such fund will be escrowed by Glenwood Development Corporation until such time as the fund is forwarded to the Association for its use. Developer shall forward fund to the Association upon the sale of the fourth (4th) lot in said subdivision. Developer shall remain responsible for contributions on its behalf for any unsold lot remaining in its ownership until all such lots are sold. The money accumulated in the fund shall be used to pay expenses relating to the continued maintenance of the common roadway, decorative entry signage and entry lighting in the development and any other expense related to the same and in the same fashion and commingled with the annual fee assessment funds. The Association may use a single account to hold such funds with the annual funds.

ROAD MAINTENANCE The annual total Association fee and assessment shall be One Hundred and Twenty-five Dollars (\$125.00) to be used in the following manner. The Association shall, after the sale of the fourth (4th) lot, be solely responsible for maintenance of the aforementioned roads. Upon the one year anniversary and the sale of the fourth (4th) lot and the Association's assumption of responsibility for the maintenance

of the roads, the annual assessment and billing will commence and annually thereafter by the Association, generating revenue to be deposited in the maintenance fund.

Any 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 Garrity Grove Road Maintenance Association. Members must be in good standing and paid current to be eligible to vote. Such meeting may be called at any reasonable time and place by ten days prior written notice to all owners as aforesaid. Vote by proxy may be allowed in the event it is deemed necessary. All votes by the general membership must be kept in writing with the secretary of the Association.

If in the future, public maintenance of the roadway or a portion of the roadway 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 and distributed among all members who are current in paying the assessments.

Should an individual lot owner become thirty days delinquent in payment of their assessment, a monthly late fee of 1.5% 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 paid contributions to the maintenance fund are non-refundable. The new owner will become a participating member in the Association at the time on conveyance or notification in the instance of a contract sale. The new owner will be assessed at the next regular billing. No owner may participate in the votes of the Association unless their assessments are paid current. It is the responsibility of the Lot Owner to notify the Association of the new Lot Owners name, address and telephone number so as to keep the Associations roster current.

The Treasurer of the corporation will be responsible for the accounting of funds and maintenance of these accounts. Treasurer will balance accounts no less than monthly.

Owners may request, in writing, an up-to-date copy of the accounting of the fund at any time, to the Board, at which time an officer shall 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.

The Association may purchase any and all necessary insurance for such needs as they are responsible.

RESTRICTIVE LAND USE AND SPECIFICATIONS

1. Said real estate shall be known and designed as single family residential real estate only. Housing commonly known as "modular" shall be acceptable only in event such housing is built to meet the Indiana 1 & 2 Family Dwelling Code and any and all minimum specification contained in this document and all county building codes. Single wide trailers, double wide trailer, trailers, mobile homes, shacks, and/or other temporary housing along or in conjunction with any other structures are prohibited on this real estate in any form. All dwellings shall be attached to a permanent foundation. Temporary housing shall not be allowed in any form.
2. Improvements shall be single family dwellings with a minimum of 1500 square feet finished living area for a single level dwelling and 1800 square feet finished living area for a multilevel dwelling, 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 Ordinance.
 - A. The developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAA 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 or local erosion control & drainage 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 connected with, any 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. Construction once commenced, shall be completed within Nine (9) months unless an extension, in writing, is granted by platlor, designated representative or Association chairperson. Improvements not completed as above shall be deemed nuisances and removed at the owners expense and/or lien may be placed upon the property and/or any other remedies to the fullest extent of the law.
5. Any damage occurring to roads (internal subdivision or external being County or the like), erosion control measures, drainage control measures or the like 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-sac(s) at anytime for reasons of emergency use and ease of traffic flow.

6. No noxious, unlawful, or otherwise offensive activities shall be carried out on this real estate, nor anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No disabled cars, junk, trash 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 enclosure so as not be in view from any side. Appropriate trash containers may be placed in the area designated by the trash removal company on the specified day of pick up only. In the case of a violation, platlor, 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 item, after which shall have the right to remove any such item from the property by all means allowable under the law. Lot owner shall be liable for any and all reasonable expenses related to such necessary action.
7. Said real estate shall be subject to separately described road maintenance agreement to maintain the common roadway, entry signage & lighting. Said agreement shall involve initiation and annual fee obligations to each owner as described.
8. It is understood that any owner choosing to introduce domestic livestock 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. All fencing shall remain in good repair at all times. No commercial breeding of any kind shall be allowed.
9. Improvements of any and all kinds shall be kept in good clean repair at all times.
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. Any person wishing to operate an "in-Home" business and/or office must hold a valid permit issued by the County as regulated by the same.
13. All restrictions, conditions and covenants contained in 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.

- Executed this 5th day of July 2004.
by [Signature]
Julia L. Branham, Corporate Secretary
Glenwood Development Corporation

STATE OF INDIANA)
COUNTY OF *Brown*)SS:

Before me, a Notary Public in and for said County and State, personally appeared Julia L. Branham, Corporate Secretary of Glenwood Development Corporation acknowledged the execution of the foregoing instrument this 6th day of July, 194.

Audith Swift
Notary Public

Printed name: Judith Swift
County of Residence: Brown

My Commission Expires: 6-9-09

Garrity Grove C&R