

## COVENANTS

## SPRUNICA GLEN SUBDIVISION

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

1. Said real estate shall be known and designed as residential real estate only.
2. Improvements shall be single family dwellings with a minimum of 1400 sq. ft. for single story dwellings with an attached garage, 1600 sq. ft. for single story dwellings with out an attached garage. Improvements for multi-level dwellings require 1600 sq. ft. minimum with an attached garage and 1800 sq. ft. with out an attached garage.
3. All construction shall comply with existing County Ordinances.
4. Trailors, mobile homes, shacks, and/or other temporary housing along or in conjunction with any other structures is prohibited on this real estate.
5. 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.
6. Said real estate shall be subject to a separately described road maintenance agreement to maintain the common roadways. Said agreement shall involve initiation and annual fee obligations to each owner.
7. 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 barb wire or above ground electrical fencing will be allowed.
8. 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 or not.
9. All restrictions, conditions and covenants contained in this Deed shall run with the land and shall operate for the benefit of and may be enforced by Grantor, or the owners of any lot hereby granted, deriving title from or through the Grantors herein.

#96-4488

Received For Record  
This 30 day of October  
A.D. 1996 at 12:15 o'clock PM  
and recorded in record 106  
Page 444-450  
RECORDER OF BROWN COUNTY

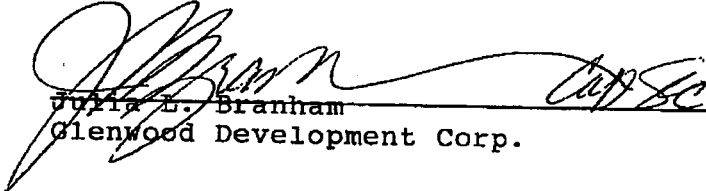
00  
445

10. For future reference, any modification, deletion, or additions to this covenant shall be brought about only through majority consent of property owners and appropriate notification and approval by the County Planning Commission.

SPRUNICA GLENN SUBDIVISION

440  
AMENDMENT AND ADDITION TO  
CONVENANTS AND RESTRICTIONS

Covenant number 2 to include: A roof pitch restriction of a minimum 7/12 must be met on the main roof system of the residential dwelling.

  
Julia L. Branham  
Glenwood Development Corp.

447

**CONTINUATION OF COVENANTS AND RESTRICTIONS**  
**FOR SPRUNICA GLEN SUBDIVISION**

(To be added subsequent to other covenants  
prepared by the developer)

1. Sprunica Glen shall be a rural development consisting of twelve lots along Sprunica Ridge Road in Hamblin Township of Brown County, Indiana. Lots within the development will be accessed by a gravel roadway network approximately 2,100 feet in length developed to county specifications by the owner, Glenwood Development Corporation. The roadways are shown on the plat as drawn, "Roadway and Utility Easement" 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 and egress and utilities for the various parcels comprising the real estate described in the plat. Developer dedicates said easement described in the plat for use of the owners of respective tracts, their transferees, and the public generally, as covenants to run with the parcels described.

2. 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 known as Sprunica Glen Owners Association, Inc., through annual assessments of road maintenance 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.

3. The development shall contain a small private lake and park situated on approximately two acres of ground which will be owned and maintained by the ~~the~~ association. At its discretion, the owners association will control and regulate the use of the lake and be responsible for its liabilities.

4. All owners of the subject real estate tracts shall be members of a not-for-profit mutual benefit corporation to be known as Sprunica Glen Owners Association, Inc., 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 for purposes of notices and voting. Where the ownership, either by contract or deed, is vested in more than one person, they shall agree among themselves

600  
448

as 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 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 shall be the first president, vice-president/secretary and treasurer, in office for a period of one year, or until the seventh lot has been sold, whichever occurs later. The length of time for serving on the Board for 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 days. Upon the cessation of service of Gerald Wagoner as board member, new board members shall be elected 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 Morgan 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.

5. ROAD MAINTENANCE. Upon conveyance of various lots in the development, each new owner shall contribute \$100.00 to an escrowed road maintenance fund. Each such contribution shall be matched by developer Glenwood Development Corporation, bringing a total fund to \$200.00 per tract. Such fund will be escrowed by Glenwood Development Corporation. The fund will be turned over to the Association for its use when the majority, seven, of the tracts have been sold. 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 roadways in the development. The Association shall, after the sale of the seventh lot, be solely responsible for maintenance of the roads. Upon the twelfth month anniversary of the sale of the seventh lot, and the Association's assumption of responsibility for the maintenance of the roads, an annual assessment for road maintenance in the sum of \$50.00 per lot shall be made by the Association,

00  
449

generating revenue in the amount of \$600.00 per year to be deposited into the road maintenance fund.

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 written notice to all owners as aforesaid.

If the future, public maintenance of the roadways becomes available, any remaining maintenance funds would be divided evenly and distributed among all members who are current in paying their 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 as 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 would be non-refundable. The new owner would become a participating member in the Association. No owner may participate in the votes of the Association unless their assessments are paid current.

6. PARK OWNERSHIP AND MAINTENANCE. The park area within the subdivision is common ground to all owners, their families, and supervised and invited guests. Expense of ownership and maintenance of this area shall be shared equally by all lot owners with each being responsible for 8.5% of the total expense. The initial park maintenance fee shall be the sum of \$75.00 per tract, to cover such items as taxes and liability insurance. This figure can be modified by majority vote of the owners following the same procedures for notice of meeting provided for a change in the annual assessments for road maintenance.

Rules and regulations regarding the use and care of the park area shall be determined by the Executive Board. Delinquencies in regard to the payment of park maintenance fees should be handled in the same manner as described previously for collection of road maintenance fees.

7. 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

pg 450

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 or ownership.

8. ENFORCEMENT. These covenants and restrictions are to run with this land and shall be binding upon all parties claiming under them, unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change these covenants or effectuate an amendment hereof. The right to enforce these covenants by injunction, together with the right to cause removal by due process of the law of any structure or parts thereof erected or maintained in violation thereof is hereby dedicated and reserved to the several owners of the parcels shown hereon, and to the Association, acting through the Board, and to their heirs and assigns. Invalidation of any covenant or restriction herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.