

COLLETT ACRES SECTION I  
Planned Unit Development - Residential  
RESTRICTIONS AND PROTECTIVE COVENANTS

We, the undersigned owners of the real estate shown and described herein, do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

1. This subdivision shall be known and designated as Collett Acres Section I. All streets, roadways and drives as shown on said plat are hereby dedicated to the public and are for the use of the owners of the lots in said subdivision.
2. Building and setback lines are hereby established as shown on said plat and the front building lines are to be constructed in such a manner that no structure shall be erected or maintained on said building line or between the street and the front building line.
3. That the utility easements shown on said plat are reserved for the public utility companies, for the installation of lines, ducts, gas or water mains or laterals and sewer. Drainage easements, as shown on said plat are reserved as drainage ways/swales for water runoff, and said ways/swales are to be maintained by the adjoining owner such that the water runoff from adjacent lands is not obstructed or hindered in its flow into or through said drainage ways/swales. No permanent structure shall be maintained upon the said utility and/or drainage strips. All owners shall take their titles subject to the rights of the public utilities and subject to the rights of the owners of the other lots in this subdivision.
4. No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any of said lots.
5. No more than one dwelling shall be placed upon any one lot. There shall be no subdivision of any lot or lots, nor sale thereof in parcels, except a portion or portions of any unimproved lot may be sold to any adjoining owner, as long as no new lot is thereby created. A garage, if any, shall be attached to the dwelling; detached garages or other permanent detached structures on permanent foundations are not allowed. Any storage barn, not on a permanent foundation, must be wood or wood composition siding or covered with siding matching the existing home.

6. The exterior of all structures shall be of brick or stone veneer, or a combination of brick or stone, or approved siding alone or in combination with brick or stone. The roof shall be approved regulation shingle. No prefabricated or pre-cut structure shall be erected, altered or permitted to remain thereon.

7. All waste from bathrooms, sinks or laundry tubs shall be disposed of through sewer lines and shall comply with regulations of the Indiana State Board of Health and all other proper state or municipal authorities.

8. No dumping of refuse, garbage or tin cans will be permitted.

9. No trailer or other device shall be altered, placed or permitted to remain thereon and no trailer, portable device, garbage or outbuildings shall be used as residence thereon. Chain link fences and privacy fences are permitted in the rear yard only.

10. No livestock or poultry shall be quartered or permitted to remain thereon, except for household pets, which shall be confined to the owner's premises.

11. Construction of any dwelling shall be completed within one year of commencement of construction.

12. All plans for the dwellings must be approved by the developer as long as the developer retains any interest in said subdivision.

13. All residents shall provide sufficient off-street parking to accommodate all their vehicles. No vehicle that is not in operating condition will be permitted to remain on any lot in the subdivision for a period of more than thirty days, unless kept within the garage.

14. The dwelling must be connected to the public water utility; however, a well may be used for watering lawns or other non-potable water uses. All connections to a public utility or to a private well must comply with the regulations of the Indiana State Board of Health and all other proper state or municipal authorities.

15. The ground floor area of the structure, exclusive of open porches, decks and garages shall not be less than 1,000 square feet for a one-story dwelling, no less than 750 square feet for a two-story dwelling; provided, further, no more than sixteen percent of all dwellings to be built shall be constructed of less than 1,100 square feet; and that no less than thirty-seven percent shall be constructed of more than 1,200 square feet. This paragraph 15 may never be amended without the written and recorded permission of the Mooresville Plan Commission or its legal successors.

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16. Erosion and Sediment Control: Each owner and their builders/contractors shall be responsible for erosion and sediment control on their lot in accordance with Title 327, Article 15, Indiana Administrative Code, commonly referred to as "Rule 5". Erosion and sediment control measures shall include but are not limited to: silt fencing, storm inlet protection, bank protection with erosion control blankets, sodding, mulch seeding and/or a combination thereof. Owners and their builders/contractors shall not allow mud, silt or building debris to collect on sidewalks, streets or drainage swales. If the Developer, Town of Mooresville, or any duly authorized agency of State or Federal Government finds that an owner or their builder/contractor has not taken adequate erosion and sediment control measures then appropriate action will be taken against the lot owner and/or builder/contractor to force compliance with this provision.

17. The "Restrictions and Protective Covenants: are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2016, at which time said covenants shall be automatically extended for successive periods of ten years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or part. Invalidation of any one of the covenants, by judgment or court order, will in no way effect the other covenants which shall remain in full force and effect.

18. All properties in this subdivision shall be offered for sale without regard to religion, color, sex national origin or ancestry in accordance with State and Federal laws.

19. The right to enforce these provisions and conditions shall be by injunction together with a right to cause the removal by due process of law of any structure erected or maintained in violation of any of the above conditions and provisions. This right is hereby reserved to the owner and is dedicated to the several owners of the lots in said subdivision, together with the right to collect from violators reasonable attorney fees and costs of any such action.

20. The developer of Collett Acres Section I herein referred to is Swinney Brothers Excavating, Inc., or its successor or transferee.

21. All owners of the various lots, whether legal or equitable owners, shall be members of an incorporated association of such owners known as Collett Acres Owners' Corporation.

a. One voting membership shall exist for each lot, including all owners, whether legal or equitable, and regardless of the number, or form of tenancy.

b. The corporation shall be incorporated upon the sale by developer of 75% of the lots and shall continue so long as the covenants and restrictions remain in full

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force and effect: the invalidity of any particular provision shall not act to invalidate any other provision or terms of the corporation.

c. The developer shall incorporate the corporation, and shall appoint an initial Board of Directors consisting of three to five members.

d. The annual meeting of the membership of the corporation shall be upon ten days notice to the various lot owners, no later than March 31 each year after 75% of the lots have been sold and conveyed by the developer. Notice shall be sent to the owners as disclosed by the records of the Auditor of Morgan County. The agenda shall include the election of a new Board of Directors, and the setting of new levies, among other matters.

e. The corporation shall have the responsibility for contracting with REMC, or the applicable electric utility, for maintenance of the street lights and payment of the utility bill therefore. The corporation shall also be responsible for maintenance and repair of the retention areas and the storm and water drainage systems. Assessments of the owners shall be determined at the annual meeting in an amount sufficient to fund these requirements annually, and shall be divided and assessed amongst the lots for all owners. All such assessments shall be due and payable on or before June 1, following such annual meeting and assessment determination. If the assessment is not paid by a lot, there shall be a lien upon the real estate of the owners of said lot, which may be foreclosed in the name of the corporation by judicial proceeding as real estate mortgages are foreclosed, together with prejudgment interest, attorney fees, and costs of collection, without relief from valuation and appraisal laws. The directors shall cause a list of delinquencies to be prepared each year as of the annual meeting and record the same by last known names of owners of record as set forth in the Auditor's Office, said list to be filed in the Office of the Marion County Recorder. The priority of any lien herein shall be second and junior to any purchase money mortgage applicable to any particular lot. Actions to enforce such lien may be by the Board of Directors or their designated officers, which shall consist of a President, and Secretary-Treasurer.

22. These covenants and restrictions may be amended by vote of two-thirds of the voting members and the consent of the developer so long as it owns any unsold lots; all as recorded in the records of the Recorder's Office.

SWINNEY BROTHERS EXCAVATING, INC.

*[Signature]* President  
Daryl Swinney

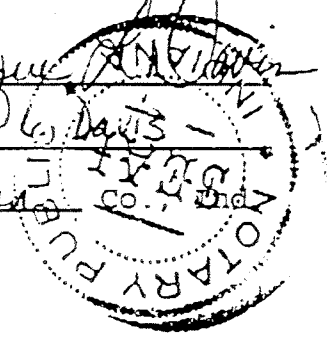
STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public, in and for said County and State, personally appeared Daryl Swinney, as President of Swinney Brothers Excavating, Inc., who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 3<sup>rd</sup> day of October, 1995.

My Commission Expires:  
2-22-97

(Signature) *[Signature]*  
(Printed) Monique L. Davis  
Resident of Morgan Co., Ind.



RECEIVED  
95 OCT -4 PM 2:43  
*[Signature]*  
MORGAN COUNTY RECORDER

Prepared by: Ross O. Holloway

## LAKE MAINTENANCE AGREEMENT

Comes now each of the following lot owners of lot lake property in Collett Acres, Section I, a subdivision in Morgan County, Indiana (hereinafter referred to as "Owners") and enters into the following Lake Maintenance Agreement:

WHEREAS, each of the Owners has property that encompasses the lake located in Collett Acres, Section I, a subdivision recorded in Morgan County, Indiana, in Deed Record 380, Page 330 in the Office of the Recorder of Morgan County, Indiana, namely lots numbered 33, 34, 35 and 36 and also lots 115, 116, 117, 118, 119, 120, 121, 126, 127, 128 in Collett Acres, Section III;

WHEREAS, it is in the mutual best interest of each of the property owners to enter into an agreement to provide for the maintenance of the lake;

NOW, THEREFORE in consideration of the mutual promises one to the other, the property owners of lots numbered 33, 34, 35 and 36 of Collett Acres Section II and also lots 115, 116, 117, 118, 119, 120, 121, 126, 127, 128 in Collett Acres, Section III, a subdivision in Morgan County, Indiana hereby agree as follows:

1. That for the maintenance of the lake a common effort will be made by each of the property owners to make an equal contribution to all maintenance, reasonable and necessary, for the proper care of maintaining the lake.
2. Reasonable and necessary maintenance shall be determined by a vote of the majority of the lake lot owners with each lot representing one (1) vote and the majority being determined by a vote of fifty-one percent (51%) or greater of the total number of the lots owned.
3. That the parties agree to share equally in all maintenance costs as determined by the procedures set forth in this Agreement and failure to do so can result in the other lot owners

lake maintenance.

4. It is the intent of the original parties to this Agreement which shall be binding upon all successors and assigns in title to any of the lots numbered 33, 34, 35 and 36 in Collett Acres, Section II and also lots 115, 116, 117, 118, 119, 120, 121, 126, 127, 128 in Collett Acres, Section III.

5. That this Agreement shall be interpreted under the laws of the State of Indiana and be binding upon each of the parties, their heirs and assigns.

[Signature]

Dave Swinney, (PRESIDENT)

SWINNEY BROTHERS EXCAVATING, INC

RECEIVED FOR RECORD

May 5 1999  
at 12:56 P. m.

Karen Burnett  
MORGAN COUNTY RECORDER

STATE OF INDIANA )  
COUNTY OF MORGAN } SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 4th day of May, 1999.

Maria Dawn Turner  
Notary Public

MARIA DAWN TURNER  
Printed

My Commission Expires:  
11-16-00

County of Residence:  
Morgan

This Instrument Prepared By: Timothy C. Currens, HARRIS & CURRENS,  
9 West Main Street, Mooresville, IN 46158