

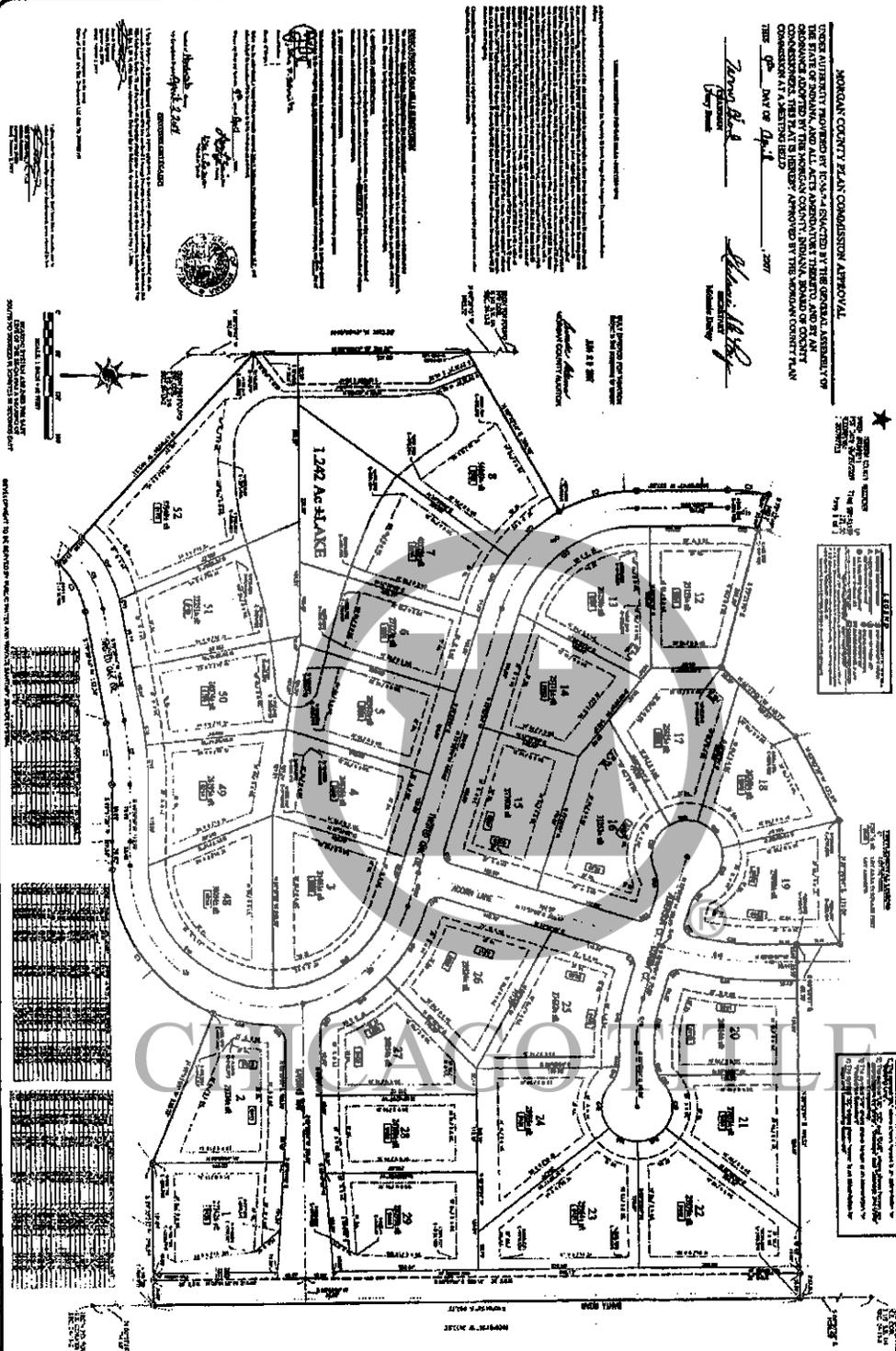
# OAK HILLS - SECTION ONE FINAL PLAT

Located in Section 24, Township 13 North, Range 2 East, Morgan County, Indiana

**MORGAN COUNTY PLAT COMMISSION APPROVAL**  
 ORDER AUTHORITY PROVIDED BY IC 36-2-4 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS SUBSEQUENT THEREON, AND BY THE COMMISSIONERS OF THE MORGAN COUNTY PLAT COMMISSION, THIS PLAT IS HEREBY APPROVED BY THE MORGAN COUNTY PLAT COMMISSION AT A MEETING HELD THIS 09<sup>th</sup> DAY OF April, 2007.

*Thomas A. ...*  
 Morgan County Clerk

*William M. ...*  
 Morgan County Clerk



FINAL PLAT  
 OAK HILLS SUBDIVISION  
 SECTION ONE  
 JOHN SCHMITZ  
 MORGAN COUNTY

FILE NO. 10000  
 DATE: January 2, 2007  
 COUNTY: MORGAN  
 DRAWN BY: J. SCHMITZ

CERTIFICATION  
 DATED: February 1, 2007



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- a) Exterior of dwelling shall be a minimum of 100% balanced masonry (brick or stone) on a one-story structure and 100% on a two-story structure with balance to be defined as masonry on all four sides of the exterior walls of the structure no lower than just below a normal window level with the remainder of the dwelling exterior being wood, simulated wood grains cement board or Hardi Plank, where brick is structurally impossible only. Exterior masonry shall be architecturally placed and designed to provide an aesthetically balanced appearance over the entire dwelling. No dwelling with the same or nearly the same, exterior appearance shall be constructed adjacent to each other. Vinyl or aluminum siding is prohibited.
- b) Roof pitch shall be 8/12 or steeper and singles must be architectural type either asphalt or fiberglass.
- c) Eave overhang shall be 12-inches to 18-inches, as measured from the finished face of the exterior wall. All eaves shall have aluminum gutters.
- d) Minimum dwelling living area, exclusive of garages, porches, and basements is 1,800 square feet. For dwelling of more than one-story the ground floor area must be not less than 1,400 square feet.

Following are minimum requirements for dwelling construction:

- 2. **LAND USE AND BUILDING TYPE:** No lot shall be used except for single-family residential purposes. However, there are blocks of land that are designated as common areas dedicated to the common good of the community for specific uses as shown on the plat, including but not limited to drainage, signs, easements (drainage and utility), lakes, landscaping, and parks. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one, single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, and a private attached garage for not less than two cars nor more than four cars.

1. **NAME:** This subdivision shall be known and designated as *Oak Hills Subdivision* located in, Harrison Township, Morgan County, Indiana herein after referred to as "Development".

### COVENANTS AND RESTRICTIONS FOR OAK HILLS SUBDIVISION

MORGAN COUNTY RECORDER  
 KAREN BRUMMETT  
 REC'D  
 PK Date 06/29/2007 Time 09:41:35  
 RECORDING: 27.00  
 Page 1 of 9



(9)

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5. **ARCHITECTURAL CONTROL:** No building, swimming pool, major landscaping or other improvements shall be erected, placed, installed or altered on any lot until the construction plans and specifications and the complete, professionally prepared, plot plan have been approved by the Architectural Committee. The Committee shall have approval over: the location, type and kind of materials, exterior design (including colors) and appearance, landscaping, elevation, finish grade and overall plan. This requirement is to provide a harmony and continuity with the theme of the development and in compliance with the zoning requirements of the Morgan County Plan Commission. Architectural Control Committee shall be the sole arbiter of definitions of the words and language contained in these covenants and restrictions.

No structures, permanent or temporary, including fences, are to be erected or maintained upon any easement. Lot owners shall take their titles, subject to all easement shown on the plat. No sump pump can be discharged into the street after a house is completed. The discharge of a sump pump must be installed underground and the discharge connected to appropriate drainage structures or rear yard swale.

assessments of drainage easements.

also to be considered drainage easements and are subject to all restrictions and maintenance quality structures (See following Section 27). All easements shown as "Utility Easements" are association shall be responsible for maintenance of the detention/retention facilities and water to storm water surface flow within and outside any drainage easement. The lot owners that stormwater flow is not blocked, hindered, or impeded in any way. This provision shall apply and manholes. Drainage swales and inlets are to be maintained by the lot owner in such a manner drainage swales and for the installation of storm water drainage structures, including pipes, inlets "Drainage Easements" reserved for use as detention/retention basins, water quality structures, assessments of drainage easements.

transmission lines or high pressure liquid transmission pipe lines.

use. These easements are not for the use of and shall not be used for high voltage electric telephone line, poles, ducts, pipes, etc. on, over and under and to said easement for local public for the use of public utilities for the installation of water, sewer, gas, tile and for electric or "Utility Easements" as shown shall be reserved

4. **UTILITY AND DRAINAGE EASEMENTS:** "Utility Easements" as shown shall be reserved street unless shown otherwise on the recorded plat.

less than thirty (30) feet. On corner lots the thirty-five (35) foot setback shall apply to each feet; Side yard building line shall be not less than fifteen (15) feet; Rear building line shall be not 3. **BUILDING SETBACK LINE:** Front yard set back lines shall be not less than thirty-five (35)

- e) Each dwelling must have, at a minimum, a two-car attached garage of not less than 20 by 24 feet. If the dwelling is to have a four car garage the garage must be side or rear loading.
- f) Homes must be constructed on a crawl space or basement.
- g) Homes must have a concrete driveway not less than 20 feet in width.
- h) All dwellings shall have a limestone address block on the mailbox post. Numerals shall be not less than three (3) inches in height.
- i) Homes must have a landscaping package approved by the Developer or Architectural Control Committee. The landscape package must include the minimum number, size, species and locations of trees and shrubs that the Architectural Control Committee has approved.

- 14. **SEWAGE DISPOSAL:** All dwellings must be connected to the public sanitary sewer system.
- 13. **WATER SUPPLY:** All dwellings must be connected to the public water system.
- 12. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street or alleyways except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash.
- 11. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be housed, bred or kept on any lot except family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes. Further not more than two cats and two dogs are allowed on any lot. Also, prohibited are pot-belly pigs, miniature horses or similar animals and any animal that requires a cage or shelter to be constructed outside of the dwelling.
- 10. **ACCESSORY BUILDINGS:** Outbuildings shall match dwellings. Each dwelling is allowed one detached garage with a maximum building size of 30 feet by 50 feet. No mini barns or other agricultural type buildings will be allowed.
- 9. **PROHIBITED STRUCTURES:** The following items are prohibited and shall not be placed, erected or installed on any lot: outside storage of trailers, boats or motor homes; kennels; animal cages or pins; concrete slabs for basketball, tennis, paddle ball court or similar activity; satellite dishes larger than eighteen (18) inches in diameter; solar panels; above ground swimming pools; radio or television antennas. For the purpose of this covenant, temporary structures or trailers required by the house builder during the period of house construction are allowed.
- 8. **NUISANCES:** No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to the automotive repairs, body work, or restoration.
- 7. **BUILDING LOCATION:** No building shall be located closer to any lot line than given in Section 3 above. For the purpose of this restriction, sidewalks, steps, chimney and eave overhang, shall not be considered a part of the building.
- 6. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee shall be composed of three members appointed by the Developer who need not be lot owners. Said committee membership shall be made known to original lot purchasers at time of sale. The Committee's decisions shall be in writing. In the event that said written approval is not received from the Committee within thirty (30) days from the date of submission, it shall be deemed that the Committee has approved the presented plans. Upon the sale of 70 percent of the lots in the development the Developer shall replace one member of initial Architectural Control Committee with a member who shall be a lot owner. At the time the Developer, their heirs, assigns and successors has no ownership interest in the Development, three members of the Architectural Control Committee may elect at any time to release their right to appoint the Architectural Control Committee in which case the Committee will be selected by a majority vote of the lot owners.

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15. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between three feet and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
  16. **FENCES:** Fences, walls or continuous shrub or hedge plantings, which would in any way serve the purpose of a fence, are prohibited unless expressly approved, in writing, by the Architectural Control Committee. Privacy and protection fences around a swimming pool shall be no farther than fifteen (15) feet outside of the pool's water edge and the height, style, type, color and location must be approved by the Architectural Control Committee.
  17. **LOT MAINTENANCE:** The owner of each lot is responsible for maintaining their lot with a good dense cover of turf type grass. At no time must the grass be higher than six (6) inches. If the grass height is higher than six (6) inches the Lot Owner's Association may have the lot moved and a bill for mowing sent to the lot owner or added to the lot owner's annual lot assessment. The Lot Owner's Association may add a processing and handling fee equal to 50 percent of the cost of the mowing plus interest on any unpaid balance, not to exceed 12 percent per annum.
  18. **SIDEWALKS AND DRIVEWAYS:** All private drives and sidewalks, including the sidewalk within street right-of-way, shall be concrete. Drives and sidewalks, including the sidewalk within the street right-of-way along the perimeter of the lot, must be installed according to local code and requirements and be completed at time of construction of the dwelling and before occupancy. Sidewalk within the street right-of-way must be installed by the lot owner not more than two-years after the lot are purchased, even if no dwelling is constructed.
  19. **STORAGE TANKS:** Storage tanks for propane or gasoline, in excess of 15 gallons or 100 pounds are prohibited. All tanks must be screened from sight of the public and adjoining lots.
  20. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot, except for one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.
  21. **VEHICLE REGULATIONS:** Trucks, including pickups, having a gross vehicle weight in excess of 11,000 pounds, are prohibited from parking on any lot except while making deliveries. No car, truck or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any lot unless kept within a garage. No boat, trailer or motor home shall be permitted to remain on any lot for more than 14 calendar days unless kept within a garage.
  22. **MAILBOXES:** Mailbox plans to be provided by the Developer. Mailbox support shall be of masonry. The size, color, style, materials and lettering shall be approved by the developer, which shall also specify where mailboxes are to be located. Mailboxes shall be installed by the dwelling builder and shall be in place prior to occupancy of the dwelling.

23. GAZEBO'S: Freestanding gazebos are permitted if the design, style, size, color and location are approved by the Architectural Control Committee.

24. EROSION AND SEDIMENT CONTROL ON LOTS: Owners shall take their titles subject to the requirements for installing and maintaining erosion control structures including but not limited to, silt fence, temporary and permanent seeding or sodding, erosion control mats or blankets, inlet and storm structure protection, diversion channels, rip-rap channels and slopes and temporary construction drives. Erosion control measures shall be installed such that sediment, mud, gravel or any other debris, water, air or vehicle borne, are prevented from leaving their lot in any manner including entering storm structures, lakes, water courses or onto streets, roads or any public right-of-way. Further, the lot owner(s) shall be responsible for any erosion from their lot caused or produced by builders, contractors, subcontractors, or material suppliers. Owners agree to be financially responsible, to indemnify and hold harmless, the Developer and Oak Hills Lot Owner's Association, for any damage or legal action resulting, either directly or indirectly, from erosion on Owner's lot. Owners shall be responsible for payment of any fines or penalties imposed by local, state or federal agencies on the Developer or Oak Hills Lot Owner's Association, which arise from erosion on or from Owner's lot. Developer and Oak Hills Lot Owner's Association reserve the specific right to obtain injunction and judicial relief if the Lot Owner fails to comply with these requirements or enforce these requirements on builders, contractors, subcontractors or material suppliers working on Owner's lot. Each lot Owner shall deposit with the Developer a surety for erosion control measures in the amount of \$300,000. After the laws have been established, the Developer shall return the deposit to the lot Owner, provided, however, that the Developer was not required to clean or remove sediments for lot Owners.

**25. LOT OWNER'S ASSOCIATION AND COVENANTS FOR MAINTENANCE ASSESSMENTS AND SPECIAL ASSESSMENTS:**

A. Creation of Lien and Personal Obligation of Assessments: The Developer, being the owner of the Development, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Oak Hills Lot Owner's Association hereafter referred to as the "Association": (1) Annual assessments or charges for maintenance of common areas; common area landscaping; community entrance, direction and street signs; street lighting; lakes; storm water quality structures; development parks; and any other items that the Associations Board of Directors deem necessary, by majority vote of the Board, for the general good and well being of the development including preservations of the general value of the development. (2) Special assessments for common area improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The lien date shall be the annual assessment due date as set forth in Paragraph G.

- B. Purposes of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties situated upon the Development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.
- C. Basis and Amount of Annual Assessments: The initial assessment for each lot in the Development shall be in the amount of \$ 200.00 per annum. This assessment shall apply to each lot sold by the Developer, its representative or assigns, in fee or contract. All such assessments shall be paid to the Treasurer of OAK HILLS Lot Owner's Association. In no event shall the Developer, its heirs or assigns, be required to pay or have any assessment levied, for lots owned or held in the name of the Developer, its heirs or assigns.
- D. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns a special assessment, applicable to that year only, for the purpose of defraying, in part or in whole, the cost of any construction or reconstruction, unexpected repair or replacement of common area improvements, including the necessary fixture and personal property or related thereto, provided any such assessment shall be affirmed by two-thirds (2/3) of the votes of all lot owners who are present in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- E. Change in Basis and Maximum of Annual Assessments: Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at their address as given in the property records of the Auditor of Morgan County, Indiana, at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- F. Quorum for Any Action Authorized under Section D and E: The quorum required for any action authorized by Sections D and E hereof shall be as follows: At any meeting called as provided in Sections D and E hereof, the presence at the meeting of the lot owner, or of proxies entitled to cast votes, shall be not less than fifty-two percent (52%) of the total number of eligible lot owners. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such subsequent meeting shall be held not more than sixty (60) days following the preceding meeting.

- G. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein, shall be due and payable on the first day of October in the year after recordation of the first section of the development. The assessment for each succeeding year shall become due and payable the first day of October of each year. No adjustments or prorating of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.
- H. Duties of the Board of Directors: The management, affairs and policies of the Association, including those duties outlined in Section 24A above, shall be vested in the Board of Directors consisting of five persons, a President, Vice-President, Secretary/Treasurer and two members, all of whom must be the owner of a lot in the Development. The Developer shall act in the capacity of the Board of Directors until sixty-five (65) percent of the development is built out or chooses to relinquish this responsibility to the Lot Owner's Association, which ever comes first. Members of the Board of Directors shall be elected by majority vote of the lot owners at a meeting called for that purpose. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.
- I. Effect of Non-Payment of Assessment: Personal Obligation of the Owner and Lien Remedies of Association: If the assessments are not paid on the date when due (being the dates specified in Section G hereof) then the assessments and costs of collection thereof shall hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, assigns and personal representatives. The personal obligation of the then owner to pay such assessment; however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed thirty (30) percent of the assessment, shall be added thereto and from the date interest at the rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such assessment delinquent fee and interest, the cost of preparing and filing a Complaint in such action; and in all events, the judgment shall include interest on the total amount above as provided together with reasonable attorney fees, to be fixed by the court, together with all costs of any legal action incurred which includes all costs and attorney fees for appeals.
- J. Subordination of the Lien to Mortgages: The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, not from the lien or any such subsequent assessment.

29. **PROTECTIVE COVENANTS DURATION AND REVISIONS:** The Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, at which time said covenants shall be automatically extended for successive periods of ten (10) years. The Protective Covenants may be changed in whole or in part, by a vote of the majority of the then owners of the lots covered by these covenants (Developers are excluded in determining the majority of lots for this purpose with only the owners of the sold lots to be included) and subject to the approval of the Morgan County Plan Commission.

28. **VIOLATIONS:** Enforcement shall be by proceedings at law by the Developer, Lot Owner's Association, or the Morgan County Plan Commission or their assignee, against any person (s), partnership (s) or corporation (s) violating or attempting to violate any covenants. Injunctive relief for enforcement may include removal of the violation, prohibition of further violation and monetary damages. These restrictions shall inure to and be enforceable on any, lot, dwelling, or common area, within the development. Any judgment for costs on account of legal action brought by the plaintiff to enforce said covenants and restrictions, shall carry with it attorney's fees and court cost, including appeals, which shall attach to and be a lien upon any real estate owned by the defendant in this development.

27. **STORMWATER SYSTEM MAINTENANCE AND INSPECTION FEES:** The Oak Hills Lot Owner's Association shall be responsible for maintenance and repair of the stormwater system including, retention/detention basins, sediment traps, water quality structures, control structures, common pipes and tiles, and any other common stormwater facility that is not maintained as a part of the street. The Association is responsible for payment of any stormwater facility inspection fees or fines that may be imposed by the Morgan County Drainage Board. Further, should the Association fail to maintain the stormwater system or pay required inspection fees in accordance with the requirements of the Morgan County Stormwater Ordinance then the County may impose, independent of any Association assessment, a fee to be paid by each lot owner for the maintenance and inspection of the stormwater system. Should the lot owner fail to pay the stormwater fee the County may levy a lien against the lot for unpaid stormwater fees, reasonable attorney fees, and interest.

26. **THE OAK HILLS LOT OWNER'S ASSOCIATION, INC.:** Prior to the recordation of the first section of the Development the Developer shall cause to be created with the Secretary of State of Indiana a not-for-profit corporation to be known as the OAK HILLS Lot Owner's Association, with mandatory membership of each lot owner. Said Association shall have enforceability powers for these restrictive covenants and for the filling and collection of liens and for the election of a Board of Directors, an Architectural Control Committee and any other activity required to implement and enforce these restrictive covenants.

K. **Exempt Property:** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use, (b) all Common Properties or Blocks of the development, (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption, (d) all properties owned by the Developer, its heirs, assigns and successors, and held by them or any of them for sale and resale, including any lots which may have been re-acquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

30. Invalidation of any one of these covenants or restrictions, by judgment or court order, will in no way affect the other covenants and restrictions which shall remain in full force and effect.

In witness whereof, the undersigned have set their hands and signatures this 9th day of

April, 2007.

*[Signature]*

John P. Schmitz, Controlling Member  
June Bug Development, LLC  
Developer of OAK HILLS

# CHICAGO TITLE

STATE OF INDIANA, MORGAN COUNTY SS:

Before me, the undersigned a Notary Public in and for said county and State, this 9th day of

April, 2007, personally appeared John P. Schmitz, Controlling Member of June Bug

Development, LLC, Developer of Oak Hills Subdivision who acknowledges the execution of the

IN WITNESS WHEREOF: I have hereunto subscribed my name and affixed my official seal.

Printed Name of Notary  
Lisa L. Zerner

*[Signature]*  
Signature of Notary

Residing in Headwaters County, Indiana

My commission expires April 22, 2014



Ross O. Holloway, Holloway Engineering

This instrument prepared by: Ross O. Holloway, Holloway Engineering PO Box 234, Mooresville, IN 46158

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