

1001/308



2020R-004855  
PAT BROOKS  
WARRICK COUNTY RECORDER  
RECORDED AS PRESENTED ON  
05/21/2020 10:58 AM  
REC FEE: 25.00  
PAGES: 30

**CONDITIONS, RESERVATIONS, RESTRICTIONS, AND  
PROTECTIVE COVENANTS AFFECTING TITLE TO CERTAIN LOTS  
IN IRONWOOD PLANNDDED UNIT DEVELOPMENT, SECTION 1,  
A SUBDIVISION LOCATED IN WARRICK COUNTY,  
INDIANA, ACCORDING TO THE RECORDED PLAT THEREOF**

The undersigned, MATTINGLY HOMES AND DEVELOPMENT, LLC, an Indiana limited liability company, being the developer (hereinafter the "Developer") of a Planned Unit Development ("PUD") including the lots and lands comprising the recorded subdivision known and designated as Ironwood PUD, Section 1, as per plat thereof, recorded as Instrument number 2020R-002849 in the office of the Recorder of WARRICK County, Indiana (the "Plat"), and being the owner of one or more lots identified on the Plat does hereby make and adopt the following covenants, conditions, restrictions and reservations for the use and occupancy of all lots 11, 12, 23-50, 65, 66, 72 and 73 (hereinafter referred to as the "Subdivision") (said covenants, conditions, restrictions and reservations are sometimes hereinafter referred to as the "Restrictions"), which covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all owners of all lots in the Subdivision, but shall not be applicable to lots 13-22 and 67-71 identified on the Plat. The Developer may develop additional real estate to be included within the PUD. As used herein, the term " PUD" shall include the Lots, the legal description of which is attached hereto as Exhibit "A", as well as all other real estate which the Developer and/or any successors or assigns of Developer may plat and develop as additional sections of the PUD. It is recognized, however, that these Restrictions shall not necessarily identically apply to such other portion(s) of the PUD as such portion is platted and developed, and the Developer expressly reserves the right to revise, correct, amend, delete or add to the Restrictions for such other portion(s) of the PUD as the Developer may deem necessary in its sole discretion.

1. RESIDENTIAL LOTS; COMPLIANCE WITH LAWS. All shall be known and described and used only for single family residential purposes. No use of any Lot or building in the PUD shall be in violation of applicable zoning laws. Each Lot owner shall maintain his or her respective Lot in compliance with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to such Lot.

2. TYPE OF PERMITTED STRUCTURE. No structure shall be erected, altered, placed or permitted to remain on any Lot other than (i) one (1) single family dwelling, not to exceed two and one-half (2 ½) stories in height, exclusive of basements or walk-out basements, and a private attached garage for not less than two (2) cars nor more than three (3) cars. **Any home constructed on a Lot shall be constructed by Mattingly Homes and Development, LLC, its contractors, subcontractors and/or employees or by successor(s) or assignee(s) of**

**Mattingly Homes and Development, LLC, and their respective contractors, subcontractors and/or employees.** No above ground swimming pools shall be permitted. All television and radio antennas, satellite dishes, swing sets, and play areas shall be placed in rear yards and, if deemed necessary or appropriate by the Developer, concealed from view by a privacy fence. Approval must be obtained from the Developer prior to installation of any television antenna, radio antenna or satellite dish, and no television antenna, radio antenna, or satellite dish, regardless of size, shall, under any circumstances, be mounted on the front of the home or anywhere on the side of the home which is on the front half of the home. Notwithstanding the foregoing, basketball goals shall be permitted in the driveway to the dwelling provided they are not attached to the dwelling and provided they are not placed in such a manner as to obstruct sidewalks or any public right-of-way. Approval must be obtained from the Developer prior to installation of any solar panels or solar collectors whether such items would be installed on a home or whether they would be placed elsewhere on a Lot. Neither solar panels nor solar collectors may be placed on the front of a home or in the front yard and no part of the installation may be visible above the roof line. Any proposed installations of solar panels and/or solar collectors shall be expected to maintain architectural harmony with the existing structures in the PUD and be consistent with the overall general appearance of the PUD. Until such time as all Lots in the PUD have been sold by Developer and/or Developer's successors or assigns, and homes have been built on said Lots, the approvals provided in this paragraph 2 of these Restrictions must be obtained from the Developer. At such time as all Lots in the PUD have been sold by the Developer and/or Developer's successors or assigns and homes have been built on said Lots, the rights of Developer under this paragraph 2 shall pass to the Homeowners Association formed by the Developer pursuant to paragraph 4 of these Restrictions.

3. ARCHITECTURAL CONTROL. Until such time that all of the Lots in the PUD have been sold by Developer and/or Developer's successors or assigns and homes have been built on said Lots, no structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure on the Lot (hereinafter the "Design Plans") have been approved by the Developer as to quality of workmanship and material, harmony of external design with existing structures, suitability to the general appearance of the PUD, and as to locations with respect to topography and finish grade elevation. Approval of said structure shall be within the reasonable discretion of the Developer. It is the responsibility of the Lot owner to obtain such approval of the Design Plans prior to commencement of any construction on any Lot. After all Lots in the PUD have been sold and homes have been built on said Lots, or such earlier time as the Developer shall determine, the Homeowners Association formed by the Developer pursuant to paragraph 4 of these Restrictions shall have the same authority with respect to architectural control as the Developer hereunder. Once Design Plans have been approved, there shall be no modifications or changes whatsoever to said Design Plans without the prior written consent of Developer or the Homeowners Association, as the case may be. The terms of this paragraph 3 shall apply to all construction on a Lot including, without limitation, any construction of additions or alterations (such as sunrooms) after the initial Design Plans have been approved. Notwithstanding the foregoing, after all Lots in the PUD have been sold by the Developer and/or Developer's successors or assigns and homes have been built on said Lots, in the event the Homeowners Association fails

to act upon a request for approval of Design Plans within fifteen (15) days, then such approval shall be conclusively deemed unnecessary for such construction in the PUD.

4. HOMEOWNERS ASSOCIATION. At such time as the Developer may determine, the Developer shall cause to be created an association of the owners of the Lots in the PUD (excluding any lots developed as a Condominium) to be known as the Ironwood Homeowners Association, Inc., or a reasonable variation thereof (the "Homeowners Association"). Except as is provided to the contrary herein, each Lot owner shall automatically become a member of the Homeowners Association, with one (1) vote per Lot. Such membership shall terminate upon the sale or other disposition by such member of his Lot ownership, at which time the new owner of such Lot shall automatically become a member of the Homeowners Association. The Board of Directors and officers of the Homeowners Association elected as provided in the By-laws of the Homeowners Association shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law by the By-laws, and by these Restrictions upon the Homeowners Association, except as otherwise specifically provided. Notwithstanding anything contained herein to the contrary, the Developer shall retain all rights provided for the Developer herein and shall maintain the common areas constructed in the PUD, until the Homeowners Association is formed, or such later time as the Developer may designate. Either at the time the Homeowners Association is formed or such later time as the Developer shall designate, the Homeowners Association shall become responsible for the supervision, repair, maintenance and replacement of any common areas and recreational facilities, for maintenance of all storm drainage pipes and structures within the PUD to the extent not designated as the responsibility of individual Lot owners pursuant to Paragraph 5 of these Restrictions, maintenance and upkeep of any entry signs, lighting, sprinklers and landscaping at any entrances to the PUD (including any signs, lighting, sprinklers and landscaping within any landscape easements), maintenance of any outlots shown any recorded plats included within the PUD, maintenance of any lakes within the PUD, except to the extent maintenance of any lake is reserved solely to an Association consisting of the owners of the Condominiums within the PUD, maintenance of any other areas in the PUD to the extent designated in writing by the Developer or Developer's successors or assigns to the Homeowners Association, and the purchase of any insurance required in connection with the PUD. All rights reserved to the Developer hereunder, including, without limitation, the Developer's rights regarding architectural control under paragraph 3 of these Restrictions, shall continue to be exercised by the Developer only, until such time as the Developer owns no Lots in the PUD, or such earlier time as the Developer may designate to the Homeowners Association. Thereafter, the Homeowners Association shall have the same authority and rights as the Developer hereunder, in all respects. In the event the Developer chooses to create the Homeowners Association prior to the time all Lots in the PUD have been sold, the Developer shall be a Member of the Homeowners Association and shall have one (1) vote per Lot owned by the Developer; provided, however, the Developer shall not be obligated to pay any charges, dues or assessments for any unsold Lots.

Any charges and assessments of the Homeowners Association against any Lot or Lots shall be a lien against such Lot or Lots enforceable by the Homeowners Association by foreclosure in the same manner as mechanic's liens are recoverable in the State of Indiana, if not timely paid, together with interest thereon at the rate of eighteen percent (18%) per annum and

reasonable attorneys' fees on foreclosure; provided, however, that such lien or liens shall be secondary and inferior to the lien of any bona fide mortgage of record at any time against such Lot or Lots.

Notwithstanding anything contained herein to the contrary, a contractor or builder shall not become a member of the Association by virtue of the purchase of a Lot (and shall have no voting rights with respect to the Association), and such Lot shall not be subject to any dues or assessments by the Homeowners Association until the earlier of the time any dwelling constructed on such Lot is sold or at such time as any dwelling constructed on such Lot is occupied as a residence.

5. STORM WATER DRAINAGE. Except as may be designated by Developer or Developer's successors or assigns to the contrary pursuant to paragraph 4 of these Restrictions, the individual Lot owners shall be responsible, including financially, for maintaining that part of the storm water drainage system and its easements which exist on his or her property in proper working order including:

- (a) mowing grass, controlling weeds and maintaining the design cover of the waterways, storage basins, and easements in accordance with applicable ordinances.
- (b) keeping all parts of the storm water drainage system operating as designed and constructed; and free of all trash, debris, and obstructions to the flow of water.
- (c) keeping the channels, embankments, shorelines, and bottoms of water ways and basins free of all erosion and sedimentation.
- (d) maintaining that part of the storm water drainage system which lies on his or her property in accordance with the conditions described in the approved street and/or drainage plans on file in the applicable County Office, and in compliance with the applicable Drainage Ordinance.
- (e) preventing all persons or parties from causing any unauthorized alterations, obstructions, or detrimental actions from occurring to any part of the storm water drainage system, and easement which lies on his or her property.
- (f) NOTICE; Any pipe, fence, wall, building, pool, patio, planting, stored material, excavation, fill, or other construction, improvement, addition to, or alteration of the land within a drainage easement in this Subdivision requires the prior written approval of the applicable Drainage Board.

The Homeowners Association shall bear a responsibility, financially and otherwise, for repairing any structural failures in any portion of the storm water drainage system which exist and are not the responsibility of the individual Lot owners pursuant to this Paragraph 5.

In the event a Lot owner fails to maintain that portion of the storm water drainage system lying on the Lot owner's Lot as required by this paragraph 5, the Developer and/or the Homeowners Association may determine the action or actions required to maintain such portion(s) of the storm water drainage system and, either direct the Lot owner or Lot owners to take such action at the Lot owner's sole cost and expense, or the Developer and/or the Homeowners Association may take such actions as are necessary to maintain such portion(s) of the storm water drainage system and any such amounts expended by the Developer and/or the Homeowners Association shall be payable upon demand and any amounts not paid upon demand shall become a lien on the Lot owner's lot and shall accrue interest at 18% per annum.

In the event of any action taken by the Developer and/or the Homeowners Association pursuant to this paragraph 5, the Developer and/or the Homeowners Association shall have no liability or responsibility for any damages to the Lot owner's property in or around a drainage easement, where such damage is suffered as a result of action taken by the Developer or the Homeowners Association in order to maintain the storm water drainage system as required by this paragraph 5. Any reseeded, re-sodding or similar action required to return a Lot owner's lot to the condition in which it existed prior to any action taken by the Developer or the Homeowners Association shall be the sole responsibility of said Lot owner.

6. CONSTRUCTION OF BUILDINGS. The following sets forth the minimum finished living area, exclusive of basements, porches, and attached garages, and certain other requirements for various types of houses for Lots in the PUD:

(a)(i) Lots 23-50, 65 and 66.

One story dwellings shall have a minimum finished living area of 1500 square feet. Two story dwellings shall have a minimum finished living area of 1800 square feet, with 800 square feet minimum on the main level. One and one-half (1½) story dwellings shall have either a minimum of 1500 square feet on the main level or a total of 1800 square feet, with a minimum of 800 square feet on the main level. All dwellings shall be constructed of a brick or stone around the entire perimeter of the home to a height not less than the top of the windows and doors on the first level of the home, except as may be otherwise approved by the Developer. The balance of the veneer of the home can be done in brick, wood, vinyl or aluminum siding.. All homes require stick built construction, to be built on site, of either wood or metal components, or a combination of the two, unless otherwise approved by the Developer. No modular or Pre-Fab construction shall be permitted in the PUD.

(ii) Lots 11, 12, 72 and 73.

One story dwellings shall have a minimum finished living area of 1750 square feet. Two story dwellings shall have a minimum finished living area of 2000 square feet, with 800 square feet minimum on the main level. One and one-half (1½) story dwellings shall have either a minimum of 1750 square feet on the main level or a total of 2000 square feet, with a minimum of 800 square feet on the main level. All dwellings shall be constructed of a brick or stone around the

entire perimeter of the home to a height not less than the top of the windows and doors on the first level of the home, except as may be otherwise approved by the Developer. The balance of the veneer of the home can be done in brick, wood, vinyl or aluminum siding. All homes require stick built construction, to be built on site, of either wood or metal components, or a combination of the two, unless otherwise approved by the Developer. No modular or Pre-Fab construction shall be permitted in the PUD.

- (b) All storm water drainage tiles must be run from home to street or drainage easements at back of Lots, and not to side yards. All storm water drainage from each individual Lot must be sent to the street and/or rear yard drainage easements. Notwithstanding the foregoing, all swimming pool discharge lines must be discharged into the street in front of the home and all foundation drains may drain to the front or rear of the home. Swales between Lots must be maintained by home owners to keep water from entering homes.
- (c) All fireplace flues, whether they be masonry or metal are to be wrapped with an approved exterior veneer, such as brick, wood, aluminum, stucco, or vinyl siding. The flue liners are to have no more than 16" exposed above chimney.
- (d) All homes are to have a roof pitch of no less than a 6/12 pitch (unless otherwise approved by Developer), to be used on the front elevation of the home, and all roofs are to receive dimensional shingles.
- (e)(i) Lots 23-50, 65 and 66.  
All homes are to have either (i) a lamp post, to be located in the front yard, 5' to 6' in height, or (ii) a coach light on the garage facing the street in front of the home. All such lamps or lights are to be operated by a photo cell and are required to be maintained and lit at all times. No Lot is to have an outdoor light with more than 200 watts. There shall be no high intensity lights directed toward street or adjacent Lots.
- (e)(ii) Lots 11, 12, 72 and 73.  
All homes are to have a lamp post, to be located in the front yard, 5' to 6' in height. All such lamps or lights are to be operated by a photo cell and are required to be maintained and lit at all times. No Lot is to have an outdoor light with more than 200 watts. There shall be no high intensity lights directed toward street or adjacent Lots.
- (f)(i) Lots 23-50, 65 and 66 shall be limited to a maximum of Forty (40) feet of fencing which may encompass a side patio area and/or a back patio area. All such fencing shall be white vinyl. Fences shall not be located across any lake maintenance easements, storm drainage easements or utility easements. No fence



shall be located closer to streets than the front and side setback lines. All approved fences shall be installed with the finished side of the fence to face adjoining Lots or adjoining streets and shall be installed in accordance with all applicable laws, codes and ordinances.

- (ii) For Lots 11, 12, 72 and 73, privacy fence design and material are to be approved by Developer. Privacy fences must be either vinyl or wrought iron. Fences shall not be located across any lake maintenance easements, storm drainage easements or utility easements. No fence shall be located closer to streets than the front and side setback lines. Fences installed on Lots adjoining a lake within the PUD (herein referred to as "Private Lake Lots") may be no more than six (6) feet in height to a point not to exceed twelve (12) feet from the rear of the dwelling. The remainder of said fence, if any, extending past twelve (12) feet from the rear of the house may not exceed four (4) feet in height; provided, however, if required by applicable code or regulations of any governmental entity that the privacy fence be six (6) feet in height beyond twelve (12) feet from the rear of the dwelling, said fence must be either vinyl or wrought iron as provided above. All approved fences shall be installed with the finished side of the fence to face adjoining Lots or adjoining streets and shall be installed in accordance with all applicable laws, codes and ordinances.
- (g) The Developer has built slopes at the rear of the Lots, to accommodate grade changes and drainage easements. These slopes have been installed for ease of maintenance by Lot owners. The utility companies have installed their utility lines and vaults in these areas. If at any time a Lot owner alters the grade at these locations, the utility companies and the Developer require not less than ten (10) days advance written notice. The alterations can require reinstallation of utility lines to reestablish proper depth of cover, or possibly require the need to raise the vaults, if fill has been added. Every Lot owner will be financially responsible for alterations which require repairs or reinstallation by utility companies. The Lot owner may be held financially responsible for any damages suffered by other Lot owners resulting from any grade changes to drainage easements which back storm water on adjacent Lots. The Developer or the Homeowners Association may take such action as is necessary to remedy any problems associated with grade alterations or changes made by a Lot owner. Any amounts expended by the Developer or the Homeowners Association on a Lot owner's behalf pursuant to this subparagraph shall be payable upon demand and any amounts not paid upon demand shall become a lien on the Lot owner's Lot and shall accrue interest at eighteen percent (18%) per annum.
- (h) Overhead garage doors are not to exceed eight (8) feet in height.
- (i) The Developer and utility providers have installed or will install utility trenches throughout the Subdivision within dedicated easements and the Lot owners are

advised that these trenches may not be compacted in all areas including, without limitation, in areas where driveways may be installed. As a result, settlement may occur on a Lot if the Lot owner does not insure that areas where any improvements may be constructed within dedicated easements are sufficiently compacted prior to construction of any such improvements. Any liabilities or expenses incurred or suffered by the Lot owner due to the Lot owner's failure to compact all such areas of a Lot sufficiently shall be the responsibility of the Lot owner.

7. EXPOSED CONCRETE. No completed structure shall have concrete blocks exposed on the exterior of said structures. Brick or stone shall be used over exposed concrete blocks.

8. TIME OF CONSTRUCTION. The construction of any home within the PUD shall be completed within one (1) year from the date of commencement of construction. The completion of any additions, remodeling, or renovations shall be completed within six (6) months from the date of commencement of such construction, unless otherwise approved by the Developer.

9. CARE OF PROPERTY DURING CONSTRUCTION. All Lots in the Subdivision are subject to the Indiana Department of Environmental Management's (I.D.E.M.) General Permit Rule #327 I.A.C. 15-5, which said rule generally provides that erosion control practices be used during development and construction and must minimize soil erosion and sediment laden water from flowing from the building sites and requires that streets be kept free from transported soil from the building sites.

In compliance with this provision, a plan has been submitted to the Warrick County, which said plan and its terms shall be binding upon all owners of Lots within the PUD. Said plan requires the construction of appropriate driveways for ingress and egress during construction and the implementation of measures to minimize sediment laden water from being discharged to streets and drainage ways.

During construction, adjoining Lots shall not be used for any construction equipment, vehicles, or material storage purpose. If a Lot owner's employees, contractors or agents are responsible for disturbing the vegetation on adjoining building sites, appropriate erosion control practices must be started immediately by the Lot owner who caused such disturbance, and such Lot owner shall be responsible to promptly restore, at such Lot owner's expense, such disturbed adjoining Lots to their original condition prior to the commencement of such construction, including, without limitation, regrading, reseeding and trash removal.

The provisions of Rule 327 IAC 15-5 and the plan for erosion control shall become a part of these covenants and restrictions and shall be binding on all Lot owners as it pertains to their individual Lots, and said Lot owners shall hold the Developer harmless in connection with any and all violations thereof. Furthermore, all Lot owners shall be responsible for compliance with this provision and the referenced administrative rules and erosion control plans within the



boundaries of each Lot owner's real estate. The Developer shall not be responsible and shall have no liability for silt or debris flowing into any lake, and the owners, together with their agents and builders, shall hold harmless and indemnify the Developer from any and all costs and expenses in connection with any violation thereof, including but not limited to all attorneys' fees and court costs.

In addition to the foregoing, all Lot Owners shall be responsible for keeping their Lot free of trash and debris during construction and shall take all appropriate measures to prevent trash and debris from blowing onto other property within the PUD. This obligation shall apply to the Lot Owner and to any builder or contractor who or which purchases a Lot in the PUD for purposes of constructing a home thereon. In the event any such Lot Owner fails to keep his or her property free from trash and debris and otherwise comply with the terms of this grammatical paragraph, the Developer may take such action as the Developer deems necessary or desirable to bring such Lot into conformance with these Restrictions and the Owner shall be responsible for all costs incurred by the Developer in connection therewith.

10. **BUILDING LINES.** All residences and other building structures in the PUD shall be constructed in a manner that conforms to the front, side and rear Lot setback lines set forth on the recorded plat of the Subdivision. The site plan for any residence constructed in the PUD must be approved by the Developer prior to commencement of any construction or site preparation on the Lot.

11. **EASEMENTS.** Except as is otherwise provided herein or on the recorded plat of the Subdivision, the strips of real estate of the width shown on the recorded plat and marked as easements are hereby reserved for access, construction, maintenance and/or for the use of any and all public utilities and for the installation of water, surface water drainage, sanitary and storm sewers, ducts, lines and wires, and for use by the Developer and the Homeowners Association for access, construction and maintenance of any and all signs, lighting, landscaping, sprinklers and any other items at any entrance to the PUD, subject at all times to the proper authorities and to the easements herein reserved. Notwithstanding the foregoing, the areas on the recorded plat marked "Drainage Easement" or "D.E." may not be used by or for any public utilities except for such public utility installations which go across such Drainage Easement(s) in a perpendicular fashion. No structures or other improvements, planting or other material including, without limitation, any fences, walls, trees or shrubs shall be erected or permitted to remain within the easements and if any such items are erected or permitted to remain within said easements, the Lot owner shall be solely responsible for any damage to such items resulting from the use of said easements. The easement area of each Lot shall be maintained continuously by the owner of said Lot so as not to change the intended direction of flow of surface water within the easement. Developer and the Homeowners Association are hereby granted such permanent easements over any Lot(s) as may be necessary for ingress and egress to maintain any entrances to the PUD and to repair and maintain drainage swales within the PUD and to remedy any drainage issues which may occur within the Subdivision or otherwise fulfill any responsibilities it may have under paragraph 5 of these Restrictions. If, in the discretion of the Developer or the Homeowners Association, any such action is necessitated by any act or omission of any Lot owner(s), then any costs incurred by Developer or the Homeowners Association, as the case may be, in connection

with such action(s) shall be reimbursed by said Lot owner(s) in such amounts as may be determined by the Developer or the Homeowners Association, as the case may be, in their sole discretion. In addition, if so directed by the Developer or the Homeowners Association, the applicable Lot owner(s) shall be responsible for regrading and seeding of their respective Lots. If any Lot owner fails to make reimbursement to Developer or the Homeowners Association within ten (10) days of request by Developer or the Homeowners Association, said sum shall be payable to Developer or the Homeowners Association with interest at eighteen percent (18%) per annum plus any attorney fees incurred by Developer or the Homeowners Association.

12. SIDE YARD EASEMENTS. The areas on the recorded plat marked "ACME" are side yard easements ("Side Yard Easements"). The Side Yard Easements shall serve the home on the Lot adjacent to each Side Yard Easement. Each Side Yard Easement shall be four (4) feet in width running from the easement at the front of the Lot as shown on the recorded Plat to the rear of the building envelope shown on the recorded Plat. The home served by the Side Yard Easement shall be known as the Dominant Estate. The Lot across which the Side Yard Easement lies shall be known as the Servient Estate.

The Side Yard Easements shall be used for access, construction and maintenance purposes by the owner of the Dominant Estate and neither the whole or any part thereof nor any right to use and enjoy the whole or any part thereof shall be sold, mortgaged, leased, rented or otherwise granted and conveyed separate and apart from the Dominant Estate.

- (a) The owner of the Dominant Estate shall not:
  - (i) Suffer or permit any waste upon the Side Yard Easement;
  - (ii) Cause, suffer or permit any damage to the area comprising the Side Yard Easement or interrupt or interfere with the maintenance and repair thereof and, in the event of any such damage, the owner of the Dominant Estate shall repair the same and return the damaged area to its original grade and condition, including using like surface materials and features;
  - (iii) Construct, erect or install any structure or other improvement upon, across, over, under or within the Side Yard Easement.
- (b) There shall be reserved to the owner of the Dominant Estate with respect to the Side Yard Easement the right to:
  - (i) enter upon the Side Yard Easement at reasonable times and under reasonable circumstances for the purpose of constructing, reconstructing, maintaining and repairing any portion of the home on the Dominant Estate, or any connecting fence, wall or other structure or improvement on the Dominant Estate which abuts, adjoins, lies near or touches the Side Yard Easement;

- (ii) Permit reasonable drainage of water from the Dominant Estate over, upon and across the Side Yard Easement;
  - (iii) In exercising the foregoing rights, the owner of the Dominant Estate agrees to utilize reasonable care not to damage any landscaping or other items existing in the Side Yard Easement area; provided, however, the owner of the Dominant Estate shall not be responsible for damage to such landscaping or other items which block, prevent or impede access to the Side Yard Easement or inhibit the use of the Side Yard Easement to the extent such damage could not be reasonably avoided in connection with such entry upon the Side Yard Easement area for authorized purposes and shall not be liable for damages to structures or other improvements if they are built upon the Side Yard Easement so as to unreasonably interfere with repairs, maintenance or construction of the home, or any wall, fence or other improvement on the Lot having the Dominant Estate.
- (c) Subject to the provisions of subparagraph (d), below, the owner of the Servient Estate may use the Side Yard Easement for the purposes of planting, landscaping, installation and use of general landscape type structures, including such structures as benches, walks, patios, decks, fences and trellises, general recreation, access, drainage and other visual, aesthetic and recreational purposes and any such improvements shall be maintained by the owner of the Servient Estate.
- (d) The owner of the Servient Estate shall not:
- (i) place any structures or improvements on the Side Yard Easement in such a manner or such a location that the structure or improvement would unreasonably interfere with the rights of the owner of the Dominant Estate to utilize the Side Yard Easement. If a structure or improvement does interfere with the use of the Side Yard Easement, the owner of the Dominant Estate will not be liable for any damage to a structure or improvement which is done in the course of repair, maintenance or construction work done by or on behalf of the owner of the Dominant Estate;
  - (ii) permit trees, shrubbery or other vegetation to grow on the Side Yard Easement which would cause damage to or interfere with the maintenance and repair of the home or any wall, fence or any other improvement on the Dominant Estate;
  - (iii) cause or permit any offensive contact (including without limitation any pounding or bouncing of objects) with any wall of the residence on the Dominant Estate;

- (iv) cause or permit to exist any open, uncontained fire within the Side Yard Easement;
- (v) permit the construction or installation of a pond or other water feature within the Side Yard Easement.

13. RIGHTS OF WAY. The strips of real estate of the width shown on the recorded plat and marked "right of way" are hereby reserved for future ingress and egress to abutting real estate. No structures or other improvements, planting or other material shall be erected or permitted to remain within the rights-of-way which may interfere with such ingress or egress. The rights-of-way shall be maintained to the centerline of the road abutting such right of way by the Lot owner abutting any such right-of-way. In the case of right-of-way located between two Lots, each Lot Owner shall be responsible for maintaining such right-of-way to the center point between the two Lots adjacent to the right-of-way.

14. MAILBOXES. All mailboxes in the Subdivision shall be uniform in design, with the design and specifications of all mailboxes in the Subdivision to be consistent with the drawings and descriptions attached hereto as Exhibit "C". Specifically, all mailboxes are to be the "Landmark" style, with white posts and black boxes. The location of the mailbox for each Lot shall be as set forth on Exhibit "D" attached hereto, with the location of the mailbox for a particular Lot indicated by the corresponding street number on Ironwood Circle (or, in the case of Lots 65 and 66, indicated by the corresponding street number on Barlow Court).

15. DRIVEWAYS. All driveways shall be paved with 4" thick concrete. As described more fully in paragraph 6(i) of these Restrictions, the Lot owner is responsible for making sure the area where the Lot owner's driveway will be constructed is sufficiently compacted to avoid settlement in areas above utility trenches within dedicated easements in the PUD.

16. WASTE DISPOSAL. All Lot owners shall keep their Lots free of garbage, sewage, ashes, rubbish, bottles, cans, waste matter and other refuse. Trash, garbage or other waste or debris accumulated by the owner or occupant of any Lot within the PUD shall be kept in sanitary containers and shall be disposed of on a weekly basis. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, in a location which cannot be seen from the street at the front of the home, and shall be kept in such manner as to avoid an unsightly appearance within the PUD. No grass clippings or other debris should be placed on any vacant Lot. The Lot owner shall only use EPA approved products on his lawn and shrubs.

17. APPEARANCE OF LOTS. All Lots must be kept free of debris and other objectionable matter at all times. In the event any Lot is not properly maintained as required herein, Developer shall have the right to take all remedial measure to bring said Lot into conformity with the standards of the PUD. The offending owner shall be required to reimburse the Developer for said maintenance costs within ten (10) days from the date said owner is presented with a statement for the costs thereof. If not timely paid, said sum shall be payable,

together with interest at the rate of eighteen percent (18%) per annum and attorney fees. After all Lots in the PUD have been sold by the Developer and/or Developer's successors or assigns, or at such earlier time as the Developer may designate, the aforesaid right shall pass to the Homeowners Association. Maintenance and upkeep include the following items:

- (a) Keeping Lot mowed on a regular basis, maintain a stand of quality grass, and keeping landscaping free of weeds and other undesirable growth.
- (b) Maintain erosion control on Lot.
- (c) Keep lot free of trash, debris, toys, bicycles and any other objectionable items which, in the opinion of the Developer, detract from the appearance of the PUD.
- (d) Maintaining the Lot in accordance with paragraph 9 of these Restrictions during construction.

Notwithstanding anything contained in these Restrictions to the contrary, Lot Owners shall not be required to mow any unbuilt Lots on a regular basis as is required under paragraph 17(a), above, but instead shall mow such Lots a minimum of five (5) times per calendar year and said Lots shall be mowed frequently enough so that the grass on such Lots does not exceed twelve (12) inches in height at any time. Once a house has been constructed on a Lot, the requirements of paragraph 17(a) above shall apply.

18. YARD BARNS; DETACHED GARAGES; TEMPORARY STRUCTURES. There shall be no pole barns, yard barns, detached garages or accessory buildings permitted on any Lot in the PUD and no structure of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used on any Lot in the PUD or any part thereof at any time for any purpose, either temporarily or permanently

19. DRAINAGE OF WATER. Water from down spouts, foundation tile or other surface water drainage systems shall not be drained or guided into the sanitary sewer. The down spout drains can be drained into the street or drainage swales at the back of the Lot. Water must be discharged at a level above the street to prevent erosion under the street. The existing natural and manmade drainage courses shall not be altered without the approval of the Developer or its appointee. All Lot owners and/or their homebuilder or general contractor are responsible for achieving proper grading and slopes of their respective Lots, so as to achieve a positive drainage flow away from their foundations and homes and into the drainage easements or streets, with the Lot either sloping to the rear of the Lot, the front of the Lot, or both in order to achieve positive drainage flow away from the home. A drainage swale will be required between Lots, the construction of which shall be the responsibility of the Lot owner and his or her homebuilder or general contractor. Such swale shall be constructed correctly before the landscaping of the yard is completed and maintained correctly thereafter by the Lot owner of record.

Any Lot owners constructing improvements and/or their homebuilder or general contractor are hereby informed that:

- (a) the standard grading plan sheets are attached hereto as Exhibit "B".
- (b) such Lot owner, home builder and or general contractor are hereby directed to achieve positive storm water drainage away from the building foundations in accordance with the standard grading plan referred to in (a) above; the homebuilder or general contractor shall be determined by whose name appears on the building permit and by Lot owner, by owner of record;
- (c) it shall be the responsibility of the property owner of record to maintain a positive drainage away from such Lot owner's building as provided by the initial Lot grading and or subsequent re-grading in accordance with the standard grading plan and other regulations of record;
- (d) the adverse drainage conditions caused by any alterations of the Lot grades and/or drainage system after the initial Lot grading and/or drainage system is accomplished in conformance with the standard grading plan and the approved final drainage plan are totally the responsibility of the property owner of record to correct at his or her cost.

In the event a Lot owner fails to achieve positive storm water drainage away from the Lot owner's building as required by this paragraph 19, the Developer and/or the Homeowners Association may determine the action or actions required to create such positive drainage flow and, either direct the Lot owner or Lot owners to take such action at the Lot owner's sole cost and expense, or the Developer and/or the Homeowners Association may take such actions as are necessary to achieve and maintain positive storm water drainage and any such amounts expended by the Developer and/or the Homeowners Association shall be payable upon demand and any amounts not paid upon demand shall become a lien on the Lot owner's lot and shall accrue interest at 18% per annum, and shall be payable along with all attorney fees, court costs and other expenses incurred in connection with the enforcement of this paragraph 19.

In the event of any action taken by the Developer and/or the Homeowners Association pursuant to this paragraph 19, the Developer and/or the Homeowners Association shall have no liability or responsibility for any damages to the Lot owner's property in or around a drainage easement, where such damage is suffered as a result of action taken by the Developer or the Homeowners Association in order to create positive drainage flow as required by this paragraph 19. Any reseeding, re-sodding or similar action required to return a Lot owner's lot to the condition in which it existed prior to any action taken by the Developer or the Homeowners Association shall be the sole responsibility of said Lot owner.

20. VEHICLE PARKING. No vehicle of any kind shall be parked overnight on a street in the PUD. No camper, motorhome, recreational vehicle, motorcycle, trailer, two or four wheeled vehicles or other similar vehicles or boats or other items similar vehicles or boats or other items used for water activities shall be parked or located on any Lot unless parked or located within an enclosed garage, and they shall not be parked or left overnight on a street in the



PUD. No other vehicles of any kind may be parked or located on any lot unless such vehicles will fit in a garage within an 8 foot tall door.

21. FUEL TANKS. No oil, gas or other fuel tanks or unsightly objects shall be allowed on any Lot in the PUD or placed in the basement or garages of any dwelling unless approved by the Developer and in compliance with all governmental laws.

22. SIGNS. No signs shall be permitted in the PUD, except that any owner of any Lot who desires to sell said Lot shall be permitted to place a "FOR SALE" sign on said Lot. Model home or display signs shall also be permitted in connection with original construction on any Lot.

23. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no household may have more than a total of four (4) household pets at one time. Pets shall be controlled by their owners throughout the PUD, including, without limitation, all yards and streets, in such a manner as to not become an annoyance or nuisance to neighbors. All pet facilities maintained and/or located on any Lot must be approved by the Developer, in advance, in writing.

24. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Garage sales shall require the approval of the Developer or the Homeowners Association.

25. FIREARMS. There shall be no hunting with or discharge or shooting of any fire arms, bows or any other weapon upon any of the real estate included within the Subdivision.

26. FRACTIONAL LOTS. No residence may be erected or placed on less than a full Lot, except where less than one full Lot is utilized in connection with an adjacent or abutting full Lot for the construction and maintenance upon the combined parcel of real estate of a single family dwelling in all other respects complying with the terms and provisions of these covenants.

27. WAIVER OF REMONSTRATION RIGHTS. Each Lot Owner in the PUD hereby waives his or her right to remonstrate against, or in connection with, any rezoning filed by the Developer on any other portion of the PUD or any property adjacent to the PUD, including without limitation any future sections of the PUD.

28. ACCEPTANCE OF DEED. The acceptance of a deed of conveyance to any Lot or a part thereof in the PUD by any person shall be construed to be acceptance and an affirmation by said person of each and all of the covenants, conditions, reservations and restrictions aforesaid, whether or not the same be set out or specified in such conveyance.

29. INJUNCTIVE RELIEF. Each and all of the covenants, reservations, conditions and restrictions contained herein shall inure to the benefit of all owners of Lots in the PUD jointly and severally, and may be enforced by them or by any of them, individually, or by the Developer or the Homeowners Association, as the case may be, in any court of competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of said restrictions shall be liable to the aggrieved party for reasonable attorney fees incurred in the enforcement thereof. The owner of any Lot in this PUD and/or the Developer and/or the Homeowners Association, where applicable, each of which shall be established hereby shall have the right to enforce said covenants, conditions and restrictions without proof of pecuniary damage to any Lot owner's property in the PUD or otherwise.

Notwithstanding the foregoing, neither the Developer, the Homeowners Association, nor any Lot owner shall have an affirmative obligation to seek enforcement of the covenants, conditions and restrictions contained herein and the failure of any party to strictly enforce these covenants, conditions and restrictions shall not constitute a waiver of such party's or any other party's right in the event of any subsequent violation of these covenants, conditions and restrictions.

30. PASSAGEWAY. Except as is provided to the contrary herein, no owner shall permit or authorize anyone to use a portion of any Lot as a passageway or means of ingress or egress to or from any contiguous property, nor shall any utility easements be granted by a Lot owner without the approval of the Developer, nor shall a Lot owner permit the use of any drainage easements by or for any public utilities except for such public utility installations which go across drainage easements in a perpendicular fashion; however, the terms of this paragraph 29 shall not apply to any Lots then owned by the Developer.

31. CHANGING OF LOT DIMENSIONS. It is expressly understood and agreed that the Developer shall have the right to change, alter, adjust or re-adjust the dimensions of any Lot owned by the Developer situated in the PUD.

32. DRAINAGE OF WATER FROM ADJOINING REAL ESTATE. All owners of Lots in this PUD are hereby notified that due to the topography of the portions of the real estate which lie adjacent to or nearby the PUD and other real estate which may be included within the PUD, it may be necessary to drain surface water, including storm water, from such real estate located outside the PUD across common areas of the PUD and into any lake or lakes of the PUD. All such Lot owners agree that such drainage shall be permitted.

33. INVALIDATION OF A RESTRICTION OR CONDITION. Invalidation of any of the foregoing covenants, conditions or restrictions by judgment or order of a court shall in no way affect any of the other covenants, conditions or restrictions, all of which shall remain in full force and effect.

34. ENFORCEMENT OF THESE RESTRICTIONS. Each of these Restrictions shall inure to the benefit of and be enforceable by any one or more of the following:

- (a) any Lot owner in the PUD;
- (b) the Developer; and
- (c) the Homeowners Association.

Enforcement may be by injunction or for damages or other appropriate remedy. The party adjudged to have violated any of these covenants shall be liable to the aggrieved party for any reasonable attorneys' fees incurred in connection with enforcement of these Restrictions, which amount shall be fixed by the court hearing said matter. Those entitled to enforce these Restrictions shall have the right to enforce these Restrictions without proof of pecuniary damage.

In the event of any remedial action taken by the Developer and/or the Homeowners Association as a result of any Lot Owner's failure to comply with the Restrictions contained herein, the Lot Owner shall be required to reimburse the Developer or the applicable Association, as the case may be, for all costs incurred in connection with such remedial action, upon demand. Any such amounts which are not paid upon demand shall become a lien against such Lot enforceable by the Developer or the Homeowners Association by foreclosure in the same manner as mechanic's liens are enforceable in the State of Indiana, together with interest at 18% per annum, plus reasonable attorney fees and costs. The Developer's enforcement rights contained in these Restrictions shall continue after the Developer's sale of all Lots in the PUD.

35. GRIEVANCE PROCEDURES. Notwithstanding anything contained herein to the contrary, the grievance procedures set forth in IC 32-25.5-5, et. seq. (the "Grievance Procedures") shall apply to the Homeowners Association and to all members of the Homeowners Association with respect to any "claims" as defined in IC 32-25.5-5-2. However, in the event the application of the Grievance Procedures does not result in resolution of a particular claim and legal proceedings are thereafter commenced, these Restrictions shall control the resolution of a claim, including the provisions of the Restrictions which provide for recovery of attorney fees incurred in enforcement of these Restrictions, and the Grievance Procedures shall have no further application to that particular claim. Further notwithstanding anything contained herein to the contrary, the Grievance Procedures shall not be applicable to the Developer, in any event, in the exercise of any of the Developer's rights hereunder or in the enforcement or any of the terms contained in these Restrictions.

36. BINDING EFFECT OF RESTRICTIONS; AMENDMENT. Except as is provided to the contrary in this paragraph 35, these Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions and covenants are recorded. Thereafter, said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the Lots in the PUD has been recorded agreeing to change, modify or eliminate said covenants and restrictions in whole or in part. Notwithstanding the foregoing, the Developer may amend these Restrictions at any time, in its sole discretion, until such time as the Developer no longer owns any Lots in the PUD and for a period of one (1) year thereafter. In addition, these Restrictions shall be subject to amendment, at any time, upon the consent of at least Seventy-five percent (75%) of the then owners of the

Lots in the PUD; provided, however, any such amendment shall require the consent of the Developer so long as the Developer owns at least one Lot in the PUD and not more than seven (7) years have passed since the recording of these Restrictions.

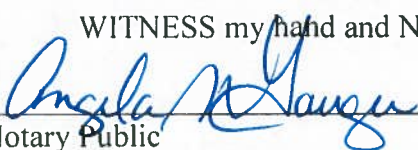
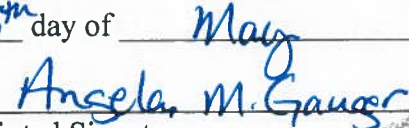
N WITNESS WHEREOF, the Developer has caused these restrictions to be duly executed this 15<sup>th</sup> day of May, 2020.

MATTINGLY HOMES AND DEVELOPMENT, LLC

By:   
Jeremy Mattingly, Member

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VANDERBURGH )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named Jeremy Mattingly, a Member of MATTINGLY HOMES AND DEVELOPMENT, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument as his free and voluntary act and deed for and on behalf of said company.

WITNESS my hand and Notarial Seal this 15<sup>th</sup> day of May, 2020.  
   
Notary Public Printed Signature

My Commission Expires: 8-15-24

My County of Residence: Vanderburgh

This instrument prepared by: Scott S. Stone, Esq.  
**Stone & Stratman, LLP**  
915 Main Street, Suite 404  
P. O. Box 1135  
Evansville, Indiana 47706-1135  
Telephone: (812) 425-5345  
Facsimile: (812) 425-5430



**ANGELA M. GAUGER**  
Resident of Vanderburgh County, IN  
Commission Expires: August 15, 2024

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /S/ Scott S. Stone

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF LOTS 11-12, 23-50, 65-66 AND 72-73.**

#### **Ironwood PUD Section 1 without Condo Lots**

##### **Area 1:**

Part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 6 South, Range 9 West and also part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Beginning at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 26; thence along the east line of said Quarter Quarter Section, North 00 Degrees 47 Minutes 08 Seconds East 22.00 feet to the north boundary of Lincoln Avenue; thence along said north boundary, South 89 Degrees 49 Minutes 26 Seconds West 8.94 feet to a corner of a tract of land conveyed to the State of Indiana in Document 2000R-001546 in the office of the Recorder of Warrick County, Indiana; thence along the boundary of said tract of land conveyed to the State the Indiana, North 82 Degrees 00 Minutes 40 Seconds West 141.92 feet to the beginning of a curve to the left having a central angle of 22 Degrees 53 Minutes 47 Seconds, a radius of 25.00 feet and a chord dimension of North 86 Degrees 32 Minutes 26 Seconds East 9.92 feet; thence along the arc of said curve 9.99 feet; thence North 00 Degrees 46 Minutes 24 Seconds East 141.38 feet; thence North 14 Degrees 12 Minutes 39 Seconds East 50.40 feet to the beginning of a curve to the left having a central angle of 13 Degrees 26 Minutes 15 Seconds, a radius of 475.00 feet and a chord dimension of South 82 Degrees 30 Minutes 29 Seconds East 111.15 feet; thence along the arc of said curve 111.40 feet; thence South 89 Degrees 13 Minutes 36 Seconds East 4.15 feet; thence North 00 Degrees 46 Minutes 24 Seconds East 136.27 feet; thence South 89 Degrees 13 Minutes 36 Seconds East 57.00 feet; thence North 00 Degrees 46 Minutes 24 Seconds East 399.73 feet; thence South 89 Degrees 13 Minutes 36 Seconds East 6.00 feet; thence North 00 Degrees 46 Minutes 24 Seconds East 117.73 feet; thence South 89 Degrees 13 Minutes 36 Seconds East 115.00 feet; thence South 76 Degrees 01 Minute 37 Seconds East 51.36 feet; thence South 89 Degrees 13 Minutes 36 Seconds East 120.00 feet to a point on the east line of the West Half of the West Half of the Southwest Quarter of the Northwest Quarter of said Section 25; thence along the east line of said Half Half Quarter Quarter Section, South 00 Degrees 46 Minutes 24 Seconds West 854.00 feet to the southeast corner thereof; thence along the south line of the Southwest Quarter of the Northwest Quarter of said Section 25, South 89 Degrees 45 Minutes 39 Seconds West 328.46 feet to the point of beginning and containing a gross area of 6.633 Acres, more or less.

##### **Area 2:**

Part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 26; thence along the east line of said Quarter Quarter Section, North 00 Degrees 47 Minutes 08 Seconds East 22.00 feet to the north boundary of Lincoln Avenue; thence along said north boundary, South 89 Degrees 49 Minutes 26 Seconds West 8.94 feet to a corner of a tract of land conveyed to the State of Indiana in Document 2000R-001546 in the office of the Recorder of Warrick County, Indiana; thence along the boundary of said tract of land conveyed to the State the Indiana, North 82 Degrees 00 Minutes 40 Seconds West 141.92 feet to the beginning of a curve to the left having a central angle of 22 Degrees 53 Minutes 47 Seconds, a radius of 25.00 feet and a chord dimension of North 86 Degrees 32 Minutes 26 Seconds East 9.92 feet; thence along the arc of said curve 9.99 feet; thence North 00 Degrees 46 Minutes 24 Seconds East 141.38 feet; thence North 14 Degrees 12 Minutes 39 Seconds East 50.40 feet to the beginning of a curve to the left having a central angle of 13 Degrees 26 Minutes 15 Seconds, a radius of 475.00 feet and a chord dimension of South 82 Degrees 30 Minutes 29 Seconds East 111.15 feet; thence along the arc of said curve 111.40 feet; thence South 89 Degrees 13 Minutes 36 Seconds East 4.15 feet; thence North 00 Degrees 46 Minutes 24 Seconds East 136.27 feet; thence South 89 Degrees 13 Minutes 36 Seconds East 57.00 feet; thence North 00 Degrees 46 Minutes 24 Seconds East 399.73 feet; thence South 89 Degrees 13 Minutes 36 Seconds East 6.00 feet; thence North 00 Degrees 46 Minutes 24 Seconds East 117.73 feet; thence North 89 Degrees 13 Minutes 36 Seconds West 286.82 feet to the point of beginning; thence South 00 Degrees 46 Minutes 24 Seconds West 166.24 feet; thence North 86 Degrees 24 Minutes 13 Seconds West 152.40 feet to the beginning of a curve to the right having a central angle of 00 Degrees 21 Minutes 28 Seconds, a radius of 1825.00 feet and a chord dimension of South 03 Degrees 46 Minutes 31 Seconds West 11.40 feet; thence along the arc of said curve 11.40 feet; thence North 86 Degrees 02 Minutes 45 Seconds West 207.22 feet to the center line of a ditch being the east boundary of a tract of land conveyed to Gateway Baptist Church of Newburgh, Incorporated in Deed File 2, card 14051 in the office of said Recorder; thence along the center line of said ditch and along the east boundary of said Gateway Baptist Church of Newburgh the following four (4) calls:

North 21 Degrees 15 Minutes 09 Seconds East 29.10 feet; thence  
North 08 Degrees 43 Minutes 58 Seconds West 34.80 feet; thence  
North 05 Degrees 36 Minutes 04 Seconds East 71.41 feet; thence  
North 01 Degree 35 Minutes 09 Seconds West 25.90 feet; thence South 89 Degrees 13 Minutes 36 Seconds East 350.34 feet to the point of beginning and containing a gross area of 1.324 Acres, more or less.

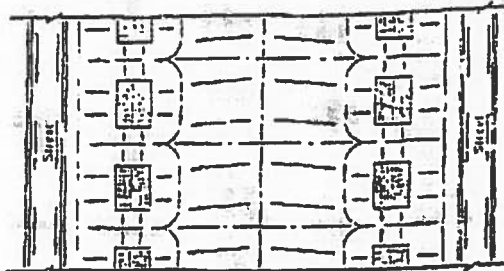
Subject to all easements and rights-of-ways of record.



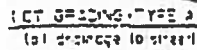
**EXHIBIT B**  
**STANDARD GRADING PLAN SHEETS**

A large, stylized handwritten mark, possibly a signature or initials, rendered in a dark, textured ink. The mark consists of a large, loopy '2' or 'S' shape followed by a long, straight diagonal stroke.

## LAND GRADING-URBAN AREAS

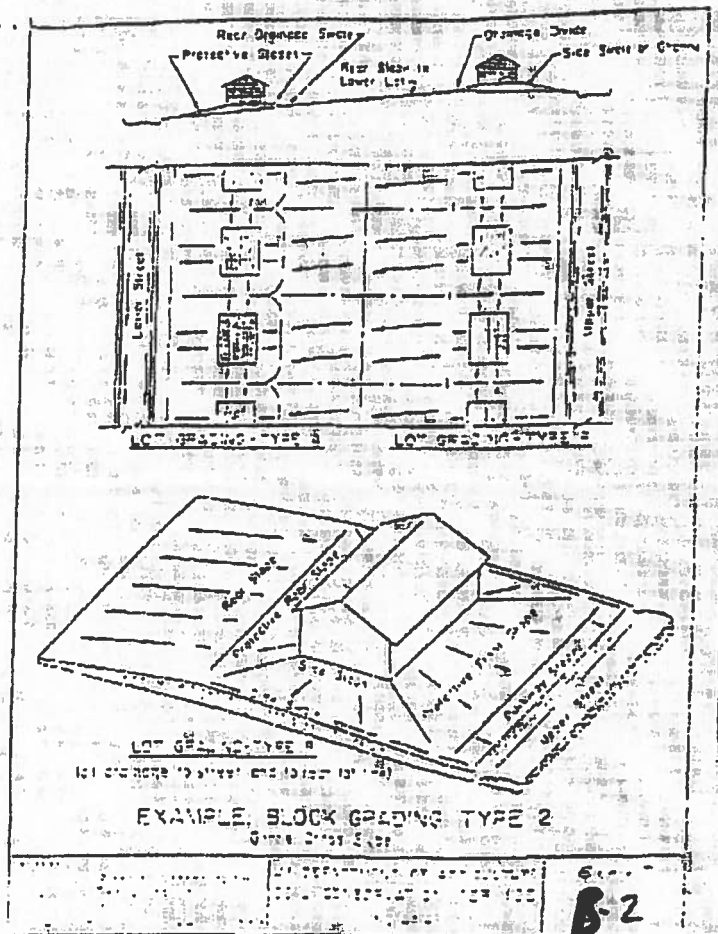


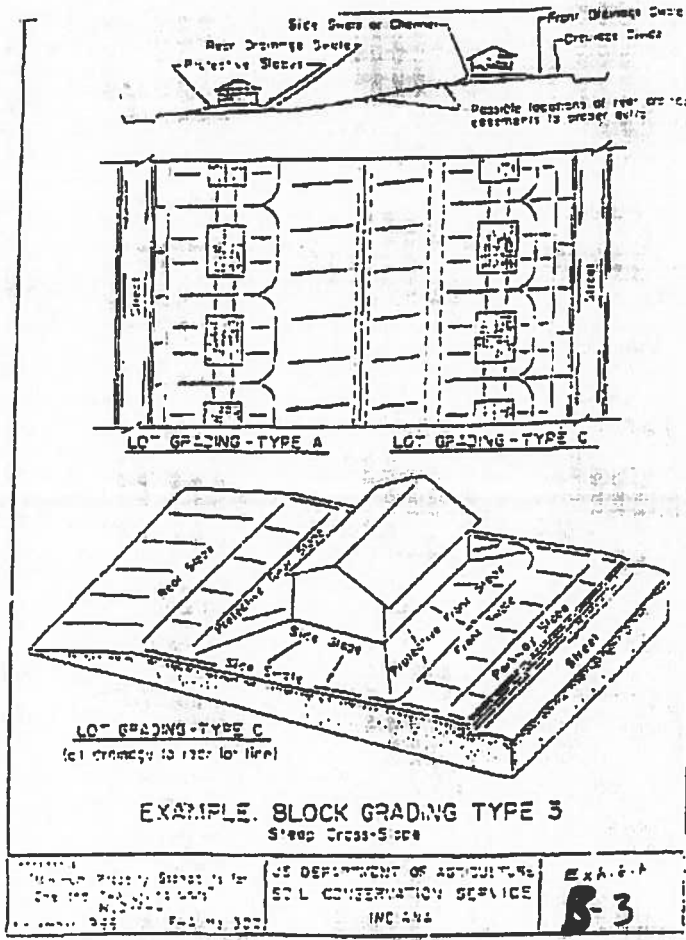
LDT GP-2140 - TYPE A

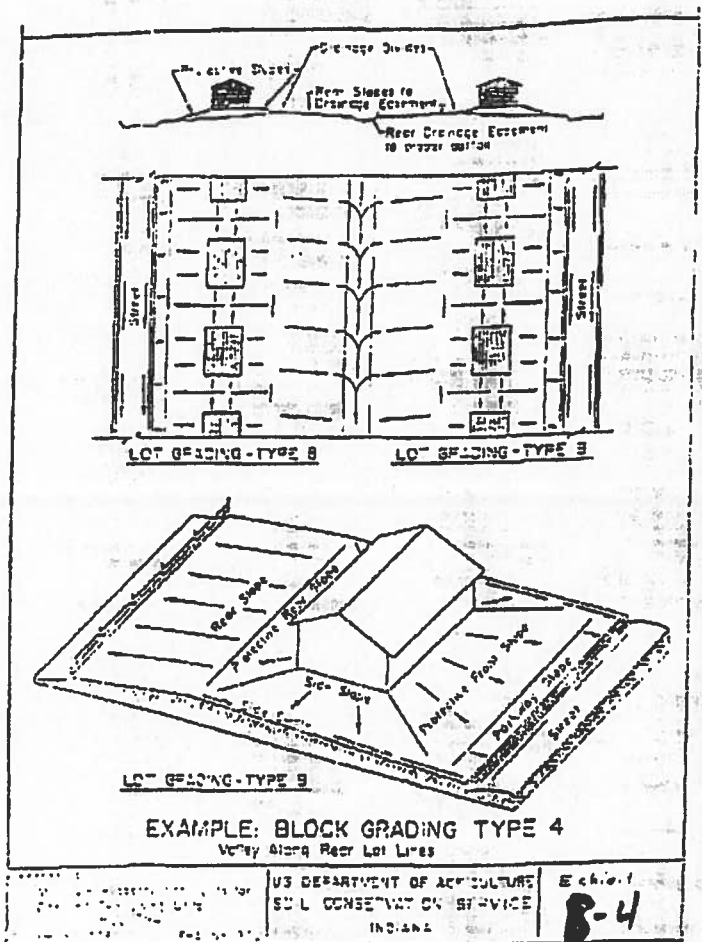


R-657 ALBANY 980- L21 L22:

US DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE	Echelon <b>B-1</b>
---	-----------------------







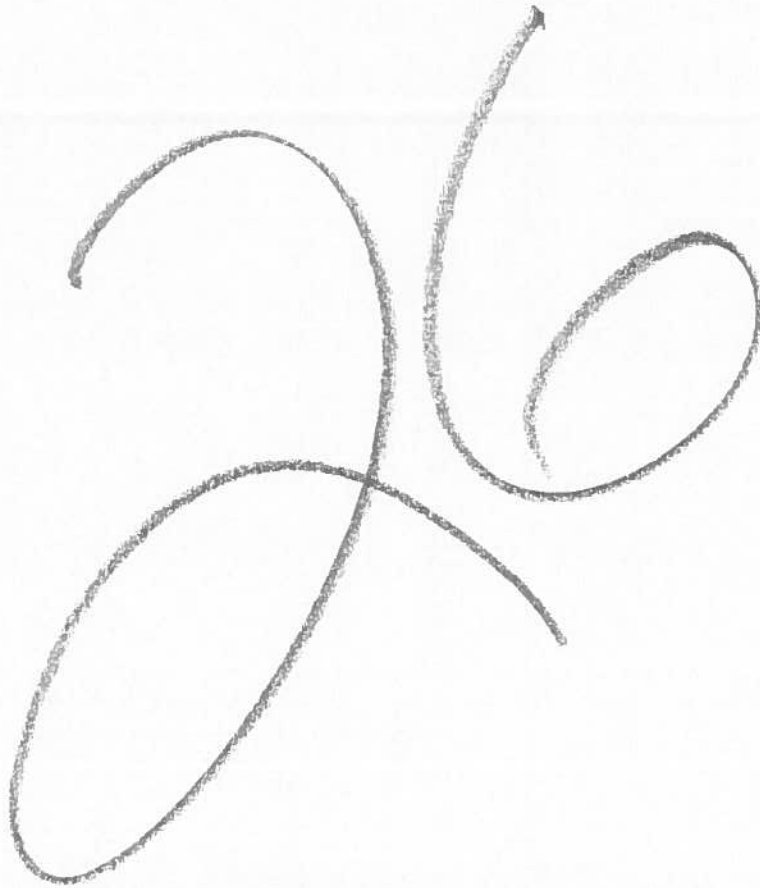


**Morley... Associates**  
600 S.E. W. 24th St. W., VANASSIE, FL 33411  
FAX: 561-666-1211 TEL: 561-666-1211

Exhibit B-5



**EXHIBIT C**  
**MAILBOX GUIDELINES**



# Exhibit C



Gibraltar  
Mailboxes  
Stratford

11.8-in W  
X  
62.8-in H

**EXHIBIT D**

**LOCATION OF MAILBOXES ON EACH LOT**

