

GALAXY HEIGHTS SUBDIVISION DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, the undersigned, being all land owners and/or parties in interest in and to Galaxy Heights Subdivision, located in Union County, Indiana, hereby agree to adopt the Covenants and Restrictions to the following described property:

Lots Numbered One (1) through Seventeen (17) in Galaxy Heights, a subdivision in the Northeast Quarter of Fractional Section 17, Township 10 North, Range 2 West, Union County, Indiana.

NOW, THEREFORE: It is agreed by the undersigned that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. **DEFINITIONS.** For the purposes of this Declaration, the following terms shall have the meanings set forth below:
 - A. “Club” shall mean the Galaxy Heights Club, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 4 herein;
 - B. “Owner” shall mean an individual, corporation, partnership, association, trust or other legal entity or any combination thereof, who has or is acquiring any right, title, or interest, legal or equitable, in and to a Lot;
 - C. “Development” shall mean the Galaxy Heights Development Project Section I and shall include all real estate shown on Exhibit “A” attached hereto.
 - D. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Development.

2. CHARACTER OF THE DEVELOPMENT

Every Lot in the Development is a residential lot and shall be used exclusively for residential purposes. No short- or long-term rentals shall be permitted on any Lot in the Development.

- A. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, campers, tents, shacks or similar structures shall be erected, moved to or placed upon any Lot.
- B. No residence shall have less than 768 sq. ft. of living space on the ground floor, or first floor, exclusive of porch area. No porch or projection of any building shall extend nearer than thirty (30) feet to any road right-of-way, nor nearer than ten (10) feet to the property line of any abutting property owner, as the same are shown on recorded plats.
- C. All plans and specifications for any structures or improvement to be erected on or moved upon or to any Lot, and the proposed located thereof on any Lot or Lots, the construction material, the roofs and exterior color schemes, as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the approval in writing of the Galaxy Heights Club, Inc. or its duly authorized agent before any such work is commenced. The Club shall have the right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Club or when: (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with adjacent buildings or structures; (2) the plans and specifications submitted are incomplete; or (3) the Club deems the plans, specifications or details or any part thereof, to be contrary to the interest, welfare, or rights of all or any part of the real property subject hereto, or the owners thereof. The Club shall notify the Lot owner(s) of its decision within thirty (30) days after any such plans and specifications are submitted. The decision of the Club shall be final. Neither the Club nor its agents shall be responsible for structural deficiencies, or any other defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions.
- D. No outside toilets shall be allowed on any Lot. Each dwelling shall be attached to the sewer and Lot owners shall pay their share of the cost of operation of the development's sewer plant through club membership dues.

The Development has authorized the Union County Commissioners and the Franklin County Commissioners to establish a Sewer District to serve the Development. If and when said Sewer District determines it feasible to provide a central sewer system the cost of taps into the same and sewer fees shall be assessed to the individual Lot owners of the Development.

3. GENERAL PROHIBITIONS

- A. In General. No noxious or offensive activities shall be carried on in the Development, nor shall anything be done in the Development or on any Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development.
- B. Animals. No animals shall be kept or maintained on any Lot in the Development except the usual household pets, and in such case, such household pets shall be kept reasonably confined so as not to become a nuisance to any Owner of another Lot in the Development.
- C. No owner may build any structure, including but not limited to, a house, garage, barn, storage shed, or porch, nor plant or permit to grow trees or shrubs that will obstruct the view of adjoining or connecting Lot owners.

4. GALAXY HEIGHTS CLUB, INC.

A. In General.

- (1) There has been created, under the laws of the State of Indiana, a not-for-profit corporation known as Galaxy Heights Club, Inc. Every Owner of a Lot in the Development shall be a member of the Club. If a person or entity would realize upon its security and become the Owner of a Lot within the Development, it shall then be subject to all the requirements and limitations imposed in these Restrictions on other Owners of Lots within the Development and on members of the Club, including those provisions with respect to the payment of an annual charge and assessments as may be established from time to time by the Board of Directors.

B. Purpose of Club.

- (1) The general purpose of the Club is to provide a means for the promulgation and enforcement of rules and regulations necessary to govern the use and enjoyment by Owners of the Lots within the Development.

C. Power of Club to Levy and Collect Charges and Impose Liens.

- (1) The Club shall have all of the powers set forth in its Articles of Incorporation and its Code of Regulations, together with all other powers that belong to it by law, including the power to levy against the Lots within the Development a uniform annual charge or assessment and such additional special assessments as may be necessary. Said annual charges or assessments shall only be assessed against Lots on which a residence has been erected. The Board of Directors of the Club, acting in accordance with the Code of Regulations of the Club, shall determine the amount of the annual charge and method of its payment. Written notice of said annual charge shall be sent to each member of the Club and must be paid within thirty (30) days of receipt of said notice.
- (2) Any charge levied or assessed against any Lot that remains unpaid after the time period prescribed in Paragraph (1) herein, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot until paid in full, and shall also become a personal obligation of the Owner or Owners of that Lot at the time the charge becomes due. Such charge shall bear interest at the rate of 8% per annum until paid in full. If, in the opinion of the Board of Directors of the Club, such charge has remained due and payable for an unreasonably long period of time, the Club may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the charge shall be responsible for all costs, including reasonable attorney fees, incurred by the Club in its pursuit of the collection of such charge. Every Owner of a Lot in the Development and any person who may acquire any interest in such Lot, is hereby notified and by acquisition of such interest, agrees that any such liens which may exist upon said Lot at the time of acquisition of such interest are valid liens and shall be paid, unless otherwise provided by law or by these Restrictions.
- (3) The lien for assessments shall be subject and subordinate to all tax liens on the Lot and any first mortgage of record. Sale or transfer of any Lot, other than by a mortgagee as hereinafter provided, shall not affect the assessment lien. In a conveyance of a Lot to a first mortgagee that is a bank, savings and loan association, or similar institutional lender, which is the result of a foreclosure of its mortgage or a conveyance in lieu thereof or the conveyance of a Lot to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, such first mortgagee and the purchaser shall not be liable for any accrued and unpaid assessments irrespective of the fact that they have become a lien on the Lot, but shall be liable only for assessments which become due and payable after the sale.

- (4) The Club shall, upon demand, at any time, furnish a written certification signed by an officer of the Club that the assessment on a specified Lot has been paid or that certain assessments against said Lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Club for the issuance of said certification, and such written certification shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- D. Purpose of the Assessments. The charges or assessments levied by the Club shall be used exclusively for promoting the health, safety and welfare of the members of the Club.
- E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Club shall have the right to suspend the voting rights, if any, of any member during the period of any continuing violation of this Declaration of Covenants and Restrictions, and during the violation of the Articles of Incorporation or the Code of Regulations of the Club.
- F. Additional Assessments. In addition to the assessments provided herein, the Lots shall be subject to an assessment to cover the following expenses within the Development:
- (1) snow removal from internal roads;
 - (2) road and sewer repair and maintenance;
 - (3) sewer operating expenses; and
 - (4) future expenses that may be incurred as approved by the Board of Directors of the Club.

5. EASEMENTS.

- A. In General. There is hereby created a blanket easement upon, across, over and under all of the lands in the Development for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electric, cable and internet. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits, and conduits on above, across, and under the roofs and exterior walls of the buildings within the Development. Notwithstanding anything to the contrary contained in this paragraph, no utilities may be installed or relocated within the Development except as approved by the Club's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided requires a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on the Development without

conflicting with the terms hereof. The easements provided for in this paragraph shall in no way affect any other recorded easement on the premises.

6. REMEDIES.

- A. In General. The Club, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and assessments now or hereafter imposed by the provisions of this Declaration. Failure by the Club or any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to so thereafter.

7. SEVERABILITY.

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

8. AMENDMENT.

These covenants and restrictions shall run with the land and shall be binding upon all owners, their heirs, executors, administrators and assigns, unless otherwise amended or revoked in writing by a majority of the lot owners within said subdivision.

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Executed on the dates set forth hereinafter below.

OWNER(S) LOTS 1, 2, and 3

Scott K. Weekley, Co-Trustee U/A dated
October 28, 2009

Donna A. Weekley, Co-Trustee U/A dated
October 28, 2009

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came Scott K. Weekley and Donna A. Weekley, Co-Trustees U/A dated October 28, 2009, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public

OWNER(S) LOT 4

Edward Durham

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came Edward Durham, who acknowledged that he signed the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public

OWNER(S) LOT 5

T. Scott Morrison, Trustee of the T. Scott Morrison
Revocable Trust Agreement dated July 25, 2018

Kimberly K. Morrison, Trustee of the Kimberly K.
Morrison Revocable Trust Agreement dated July 25, 2018

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came T. Scott Morrison, Trustee of the T. Scott Morrison Revocable Trust Agreement dated July 25, 2018 and Kimberly K. Morrison, Trustee of the Kimberly K. Morrison Revocable Trust Agreement dated July 25, 2018, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public

OWNER(S) LOT 6

Evan Douglas Millikin

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came Evan Douglas Millikin, who acknowledged that he signed the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public

OWNER(S) LOT 7

John J. Hanrahan

Marilyn J. Cox

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came John J. Hanrahan and Marilyn J. Cox, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public

OWNER(S) LOT 8

Ed Niehaus

Beth S. Niehaus

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came Ed Niehaus and Beth S. Niehaus, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public

OWNER(S) LOT 9

James Richard Byrn, Sr.

Linda L. Byrn

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came James Richard Byrn, Sr. and Linda L. Byrn, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public

OWNER(S) LOTS 10, 11 and Pt. 12

Thomas E. Dodd, Jr.

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came Thomas E. Dodd, Jr. who acknowledged that he signed the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public

OWNER(S) LOT Pt. 12

Amy L. Siekman, Co-Trustee of the 2017
Siekman Family Trust I dated December 15, 2017

Thomas R. Siekman, Co-Trustee of the 2017
Siekman Family Trust I dated December 15, 2017

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came Amy L. Siekman and Thomas R. Siekman, Co-Trustees of the 2017 Siekman Family Trust I dated December 15, 2017, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public

OWNER(S) LOTS 13, 14, 15, 16, and 17

BAKERS TIMBER RIDGE DEVELOPMENT, LLC

Troy M. Baker, Manager

STATE OF INDIANA,
COUNTY OF UNION, SS:

Before me, a Notary Public in and for said County and State, personally came Bakers Timber Ridge Development, LLC, an Ohio limited liability company, by Troy M. Baker, Manager, who acknowledged that he signed the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at _____, Indiana this _____ day of July, 2024.

Notary Public