### BOOK A PAGE 330

# THREE DEER PLACE RESTRICTIONS AND REGULATIONS

н

The name of this Association is THREE DEER PLACE.

H

State of Indiana, more particularly described as follows: which shall be applicable to real estate located in Morgan County, That there is hereby established an unincorporated association

(See attached Exhibit "A")

descriptions) of THREE DEER PLACE with legal descriptions and roadway

the terms and conditions herein. restrictions and regulations contained herein, and take subject to relate to the above-described real estate shall be subject to the deeds 9 conveyance and land contracts executed which

#### III

modification of these restrictions and regulations. the Declarant. to any portion of the described real estate to any party other than in the event any interest, legal or equitable, Mambership in the Association shall be created or transferred Each tract shall have one vote in the event of any is transferred

¥

automatically extended for successive periods of ten (10) years, years The length of time for which this Association is formed is ten thereafter, at which time said Association shall be

then the owners as herein provided. unless changed in whole or in part by vote of those persons who are

<

activities on the described real estate shall be as follows: Regulations governing Ç Association pue permissible

- pay. majority vote of members present or by absentee ballot, voting at a meeting held upon reasonable notice to all members. herein for the year 1993-1994. month of November, The first Road Director shall be appointed by the Declarant Association shall elect a Road Director during the each year. Election thereafter shall be by The Director shall serve without
- of this construction and shall be responsible for any other actions gates, and are to be maintained to prevent undue washing, and to The sixty (60) foot roadways are to be left open of all fences described in Exhibit "A," attached hereto and made a part hereof. with any costs related to maintaining his area as a separate to maintain his roadway section, the Road Director may charge him portion of the roadway). Should any owner of any tract herein fail Road Director (if any owner herein fails to maintain or mow his be mowed; and if not by the tract owner, then by the Association described and shall be under dedicated All tract owners, upon construction of any improvement, to use of the owners of the separate tracts within the The roadways herein, as shown on Exhibit "A," are private real responsible for any damage to the roadway by reason estate, such roadways being more the auspices of the Association and particularly

## BOOK I PAGE 332

connected with the construction. or costs of any kind caused by them, their contractor, or anyone

ş

maintain said roadway in condition suitable for automobile traffic grader, snow clearance, or any other maintenance work necessary to initially as follows: paid to the Road Director, who shall account for the funds to the shall be required to use in Pebruary of each year for road maintenance. access to State Road 142, and shall be assessed an Assessment Fee Each tract of the real estate held under separate ownership This maintenance Assessment for all of the roadway shall be the existing private fee shall include any stone, road The funds shall be road easement

interest in the roadway easement, and the Road Director shall have described acreage herein. only, and are not for any parcels or tracts other than designated herein is for the use and benefit of the tracts herein majority vote Pebruary 1994. Any increase in the \$100.00 assessment shall be by right to pay any unpaid taxes on the roadway easement. One Hundred Dollars (\$100.00) per year, per tract, beginning of those members owning parcels. All owners of tracts shall have The roadway

#### II

become a lien upon the tract owned by the person or persons liable such assessment, days This assessment as provided herein, if not paid within fifty S C notice, shall be considered delinquent and shall which lien дау **a** foreclosed

## BOOK IA PAGE . 333

expenses relating to such proceeding. initial rate of fourteen percent (14%) thereafter, set yearly by the foreclosure of liens then in effect, including interest at an Association in the same manner and procedure as is applicable for Director, plus reasonable attorney fees, COSTS

### AIII

utilities, or other persons or entities,, a license in and to the obtain water, should the same be necessary, or also for emergence has any interest, Enterprises Incorporated, the right to grant to one or more public protection, ambulance and similar persons or entities to enter upon not limited to water, sewers, gas, telephones, electricity and replacing, repairing, and maintaining all utilities; including but easement the roadway in the performance of their duties. maintain permissible for the company providing utility service to erect and cable any perimeter drains above, across, and under the easement as shown on Exhibit "A" and under the roadway for ingress, There is, hereby, created a blanket easement upon, easement, and may grant is granted to all tracts to use the roadway areas the necessary poles, equipment, and lines upon said and to affix and maintain wires, circuits, and conduits further hereby expressly reserves to itself, An easement is further By virtue of this easement, it shall be expressly legal or otherwise, in THREE DEER PLACE. from septic this license so long as Declarant granted or soil drainage pipes. egress, to all In addition, installation, police, Cain

#### Ħ

The tracts within the described real estate shall further be

subject to the following restrictions: No fences, gates, or other impediments shall be allowed

in the road right-of-way.

- and there shall be no mobile homes or any unfinished homes allowed. No junk cars or like items shall be allowed at any time. All tracts shall be used for residential purposes only,
- owner permit any other person, animals other dogs shall be allowed per tract, at any time. exclude all farm livestock, except two (2) horses. No tract owner shall be permitted, nor shall any tract than household pets. to keep, possess, or shelter any such household pets shall only two (2)
- constructed on any tract. auxiliary buildings shall be located behind
- residence permitted on the real estate described herein, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the other tracts and owners thereof, herein. No noxious or offensive activity of any kind shall be
- reserves the right ownership into smaller or larger tracts. the Declarant shall subdivide any tract into smaller tracts. single family dwelling per THREE DEER PLACE shall be exclusively residential with ដ subdivide any tracts of which it retains tract. No owners subsequent to The Declarant herein

×

Enterprises Incorporated, so long as the corporation owns any tract Recorder's membership, in Exhibit "A." instrument These restrictive covenants may only be amended by: (1) an bearing the signatures of sixty percent (60%) of the Office; or, (2) by an amendment executed by Cain as attested and recorded in the Morgan County

not result in forfeiture or reversion of title to the real estate. contained herein shall run with the land; however, violation shall the violator shall be responsible for reasonable expenses connected to file an action for the enforcement of any provisions herein, and with such real estate is terminated. Nembership shall terminate when legal or equitable interest in the The Association, or any member thersof, shall have the right action, including attorney fees. The provisions

SO DEDICATED AND RESTRICTED THIS DAY OF MARCH 1993.

DECLARANT /

By: Max Cain, President

BOOK IN PAGE

336

STATE OF INDIANA

COUNTY OF MORGAN ) 38:

Subscribed and sworn to before me, a Notary Public, in and for

said County and State, this // day of March, 1993.

My Commission Expires

11/5/95

Instrument Prepared By:

SMITH & LYBROOK Horgan Street IN 46151 or 831-5922

Attorney No: 1579-55

RECEIVED

93 HAR 12 AM 9: 29

MORGAN CO. RECORDER Thekin Hinest

### THREE DEER PLACE

### DECENDED

### RESTRICTIONS AND REGULATIONS

.

The name of this Association is THREE DEER PLACE.

H

State of Indiana, more particularly described as follows: which shall be applicable to real estate located in Morgan County, That there is hereby established an unincorporated association

(See attached Exhibit "A")

descriptions) (Plat of THREE DEER PLACE with legal descriptions and roadway

restrictions and regulations contained herein, and take subject to relate to the above-described real estate shall be subject to the the terms and conditions herein. All deads of conveyance and land contracts executed which

#### III

modification of these restrictions and regulations. to any portion of the described real estate to any party other than in the event any interest, legal or equitable, is transferred as the Declarant. Membership in the Association shall be created or transferred Each tract shall have one vote in the event of any

Į

unless changed in whole or in part by vote of those parsons who are automatically extended for successive periods of ten (10) years, than the owners as herein provided. (10) years thereafter, at which time said Association shall be The length of time for which this Association is formed is ten

4

activities on the described real estate shall be as follows: Regulations governing the Association and permissible

- majority vote of members present or by absentee ballot, voting at рау. a mesting held upon reasonable notice to all members. herein for the year 1993-1994. Election thereafter shall be by month of November, each year. The first Road Director shall be appointed by the Declarant The Association shall elect a Road Director during the The Director shall serve without
- Road Director (if any owner herein fails to maintain or mow his gates, and are to be maintained to prevent undue washing, and to The sixty (60) foot roadways are to be left open of all fences or portion of the roadway). be mowed; and if not by the tract owner, then by the Association described in Exhibit "A," attached hereto and made a part hereof. described to maintain his roadway section, the Road Director may charge him dedicated to use of the owners of the separate tracts within the and shall be under the auspices of the Association and are The roadways herein, as shown on Exhibit "A," are private real estate, such roadways being more particularly Should any owner of any tract herein fail

### BOOK 1 al PAGE 461

or costs of any kind causad by them, their contractor, or anyons of this construction and shall be responsible for any other actions connected with the construction. shall be held responsible for any damage to the roadway by reason with any costs related to maintaining his area as a separate All tract owners, upon construction of any improvement,

ĭ

initially as follows: to all tracts, maintain said roadway in condition suitable for automobile traffic grader, snow clearance, or any other maintenance work necessary to paid to the Road Director, who shall account for the funds to the shall be required to use the existing private road easement for in Pebruary of each year for road maintenance. The funds shall be access to State Road 142, and shall be assessed an Assessment Fee Each tract of the real estate held under separate ownership This maintenance fee shall include any stone, road Assessment for all of the roadway shall be

interest in the roadway easement, and the Road Director shall have described acreage herein. All owners of tracts shall have an designated harein is for the use and benefit of the tracts herein the right to pay any unpaid taxes on the roadway easement. February 1994. Any increase in the \$100.00 assessment shall be by majority vote of those One Hundred Dollars (\$100.00) per year, per tract, beginning and are not for any parcels or tracts other than members owning parcels. The roadway

#### IIA

expenses relating to such proceeding. the Road Director, initial rate of fourteen percent (14%) thereafter, set yearly by the foreclosure of liens then in effect, including interest at an Association in the same manner and procedure as is applicable for become a lien upon the tract owned by the person or persons liable (50) days of notice, shall be considered delinquent and shall This assessment as provided herein, if not paid within fifty assessment, which lien may be plus reasonable attornsy fees, costs foreclosed by and

#### TIIV

of any perimeter drains from septic or soil drainage pipes. obtain water, should the same be necessary, or also for emergence the readway in the performance of their duties. protection, ambulance and similar paraons or entities to enter upon on, above, across, and under the easement as shown on Exhibit "A" easement, and to affix and maintain wires, circuits, and conduits not limited to water, severs, gas, telephones, electricity and replacing, repairing, and maintaining all utilities; including but over and under the roadway for ingress, egress, installation, maintain permissible for the company providing utility service to erect and There is, hereby, created a blanket easement upon, across, is granted to all tracts to use the readway areas to the necessary poles, equipment, and lines upon said An exament is further granted to all police, By virtue of this easement, it shall be expressly In addition, an

### BOOK |A PAGE 463

utilities, or other persons or entities,, a license in and to the has of / interest, legal or otherwise, in THREE DEER PLACE. Entergrises Incorporated, the right to grant to one or more public roadw: / easement, and may grant this license so long as Declarant Declarant further hereby expressly reserves to itself, Cain

Ħ

subject to the following restrictions: The tracts within the described real estate shall further be

- in the road right-of-way. No fences, gates, or other impediments shall be allowed
- automobiles or parts thereof, or like items, at any time. time (xtending beyond nine (9) months from start. no morths homes or any unfinished homes allowed, for a period of be any open storage of materials, equipment, junk, or inoperative with no business uses, including business storage. All tracts shall be used for residential purposes only, There shall not There shall be
- dogs shall be allowed per tract, at any time, to be restrained owner permit any other person, to keep, possess, or shelter any within the owner's boundaries. exclude all farm livestock, except two (2) horses. animals other than household pets. 3. No tract owner shall be permitted, nor shall any tract Such household pets shall only two (2)
- residence constructed on any tract. All auxiliary buildings shall be located behind any

- to the other tracts and owners thereof, herein. be done thereon which shall be or become an annoyance or nuisance permitted on the real estate described herein, nor shall anything No noxious or offensive activity of any kind shall be
- the Declarant shall subdivide any tract into smaller tracts. ownership into smaller or larger tracts. No owners subsequent to reserves the right to subdivide any tracts of which it retains one single family dwelling per tract. THREE DEER PLACE shall be exclusively residential with The Declarant herein

₩.

in Exhibit "A." membership, instrument bearing the signatures of sixty percent (60%) Enterprises Incorporated, so long as the corporation owns any tract Recorder's Office; or, (2) by an amendment executed by Cain These restrictive covenants may only be amended by: as attested and recorded in the Morgan County of the (1) an

Membership shall terminate when legal or equitable interest in the not result in forfaiture or reversion of title to the real estate. contained herein shall run with the land; however, violation shall the violator shall be responsible for reasonable expenses connected to file an action for the enforcement of any provisions herein, and real estate is terminated. euch The Association, or any member thereof, shall have the right action, including attorney fees. provisions

### BOOK PAGE 465

attached to the prior Restrictions and Regulations. 328 through 336, and haraby incorporate by reference Exhibit "A" and Regulations recorded March 12, 1993 in Miso. Record <u>121</u>, Pages These Restrictions and Regulations amend prior Restrictions  $v_{t}^{t}$ 

SO DEDICATED AND RESTRICTED THIS 30th DAY OF MARCH 1993.

CAIN ENTERPRISES INC.

COUNTY OF MORGAN STATE OF INDIANA

Max Cain, President

said County and State, this 30thday of Subscribed and sworn to before me, a Notary Public, in and for March, 1993.

S. 1595

Betty I/

Griffin

Philidp R. Smith
WEHRLE, SWITH & LYBROOK
359 R. Morgan Street
P. O. Box 1452
Martinsville, IN 46151
(317) 342~7148 or 831-5922 truent Prepared By:

1579-55

Θ : ! ! (C) įΘ 中国的知识 Deer Exhibit "A" The fact of the property of the control of the cont HOOK BUT MOOR 40574

A STATE OF THE PARTY OF THE PAR

programment or appreciately beginning the programment of the programme

المحمولات واستحداث المراجع المراجع والمراجع وال in failed out to pay a 4,454, and the local according to manages by the local to the local according to the local

with the property of the prope Security of the second second



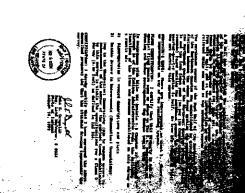
Statement in any companies, restrictions, station whether all restrictions are Analysis of the state of the state of the volume of the state of the s

with the Year was well as the first of the first of the second and the terms are designed in the following the first of th

Diagalik, Surveying or Englassing

1 ver usususy siner

untarinthing usine inclipagai, (billisham)



AMERICAN CAST METABOLIST, 1807.

Cont. 14 margin 1807.

Cont. 15 margin 1807.

Cont. 15 margin 1807.

Mariner de la companya de la company

Three Deer Place

12/pg 585

Exhibit "A"

2077

Tra

Communication of Sections:

Communication of the call brand spirits [London sampling [London sampling control of the call brand spirits of the call

difficity to kee state than 161 eight-of-usy like along the estimated both side of the above from that 4.60 etcs party. MAINTY TO an encountry for the way of the tackpur chilities, lating a saving of Land So 1949 to emphasions a lang the entire same often at the gloom described 1.64 page payers. हान्यों कि का adequate, emissistime, pajes rights-ad-ag-्र

Depring of that? It is pust of the dest entrol for the community depring of the increases querter of incident in formally in insulation in the incident in the community of the formal principal incident, incident in the formal principal incident, incident in the formal principal destruction of follows:

demontrial en Calamani.

Communicipo et De atticame qu'un giunne interpretarior de l'ampre de l'amp

REMOTERATION OF TRACE 3: 4 part of the Sections: Comprise of the Sections Describe of Sention 14, "Sensite 13 betts, Surge 3 best of the Sensite Section of Senting Sensite Sensity, Understand, Sensite Sensite Sensite Sensite Sensite Sensity, Understand Sensite Sensite Sensite Sensite Sensite Sensity, Understand Sensite Sensi

merchanten by publish and the boards of the

MARKET TO MAY ADDRESS. PRINCIPLE SERVICE SIGNAL SIGNAL SERVICE Order (1977) of Teach 41 A part of the Statement theories of the Statement Quarter of Associate 26, Security III Statement Quarter of Associate 26, Security III Statement Compact Compact Associate 2 Security Se

some particularly assigned as Stillions; and the state of the Stillions of

Seen to all form gis frequent S maris on the combert law of a de-mon random semment, theory traverse along major modes of a maris 12 deprise on alexan for excepts laws, 150-15 feet by an alexan 12 deprise on alexan for excepts laws, 150-15 feet by an alexan 12 deprise 17 million 15 possessis laws, 450-16 feet to leave 15 feet by a law of the company of the company of leave 15 feet by a law of the company of the company of leave 15 feet by a law of the company of the

PERSONNEL OF Space & a part of the Marchanet Chartmar of the Marchanet Quarter of Erreign [1]. Tendessig [1] North, house I was long to the Erreign [2] Tendessig [3] North, house I was Communicated the Section of Quarter of Resident Action (2), Tendessig [3] North, house I was of the Communication of Description (2), Tendessig [3] North, house I was of the Communication of the Communi

Company, (Add help, Mailty more previousless) of more freed to tellifore to the following the control (found in the first previousless to the first

FIGURE 15 my moranta, restrictions, nature rights-at-my of colors of characters.

SERGAINTER OF TABLE? 1: A part of the Pertheest Senator of the sections Country of Senator 15, Senator 15, Senator 13, Senator 15, Senator

County, Justices, many more particularly described in 1922 Fees, Elementage of the strong (terminal particular) and the st

parametre uny exemplatio, contrictione, tenter rights—afres of request or manrochie. pencipyon of twice it is part of the forthern deather of the markerst factor of health B., Tarantin 1: Bertin, Burn 2 of the Assemble Straight Bertin, Bertin and Straight Bertin, Bertin and Straight Bertin

more perfectly-they described in Collaboration and the collaboration of said Section 17) Notice Committee and the collaboration and

riniges to one constants, participates, and/or right. OMNERSPISS OF CRAFF II A post of the fine-heads punctured of the manufacture of the state of the

made professional or as figure red (framed within a true) magning magning or as figure red (framed within a true) magning compliant corresp of the manufactual factors of the study frame for a figure frame framework as figure as figure as of the major guartee-special mention, Booth at response of the major guartee-special mention, Booth at response to manufacture of the study commands that, 4,7,13 tops to us for the study of the study made, of a fix study only of the study of the study made, of a fix study only of the study of the study of the made, of a fix study only of the study of the study of the major of the study of a fix study only of the study of the s

to structure be assumed mann, 177, 15 fact to the Polyti of popularity. Portoining Invil cover, more or Just. 

1

current of There is: a part of the Esperant, Esperant of the court Terrier of Souther 17, Technolog 27 (color, Saine 2 tech-o Brown Principal Driving, Esperant Souther, Colore, portions of American

man perchanism by Smooth and on Switzens, the place of the Switzens of the Swi

minufativities of which is: a part of the directions, Garrier of the foreignment (martine of Section is: Sweakly 1) forcin haves your year. On the control of the control of the control of the dissemble of the control of the dissemble of the control of the dissemble of the control of the con

CHARLY, INDIANA, Nating mere, pertinentally described at facilities, separate the separate separate at the separate sepa

SQUELIFTIES OF TRACT 11: A part of the commission function of the problemat Quarter of faction 14; Swemits 11 Section 24; Section 14; Swemits 11 Section 20 Section 25 Constant of Line Association (Section 25 Section 25 S

Georgi, Indicate, being mare perchantent placentime in Collection. Communication in the host force and from an area from County and Communication of the County of the Cou

Extensive or voter 11: A park of the decimant quarter of the Sections Quarter of Section 14, Toronto 13 Verta, image 2 Vert at the Second Principal maintage, Section County, (adjust, bring many pertuation) decimants per

more percentaged, these their stations:

Manyloring at the first form any linear as again the figure, and the stations of the

SUBJECT TO any recommittee, specifications, and/or rights-of-way of ranged by simulations.

Sime jest au 'filteme.

Beijandig at, 'in leve bran graf (flevel ur pet De Camay Brancher) a tracter), man graf (flevel ur pet De Camay Brancher) a tracter), man de gan bertanet, flevel ur graf graf (flevel ur graf). The second tracter of the

purcupyrem of There is: A part of the Best Maif 21 the Section 24, The MacCharlet Sparther at Section 24, Terminal 21 Harris Section 24, Terminal 21 Harris Section 24, Terminal 21 Harris Section 24, Desire Section 24, Desi

Starting for the state band the gight-of-way than along the entire seath wide of the starts described \$1.55 days parent. With Set TV das navament for the one of the various uthirities, buting a string of last 10 feet in ever width along has unite courts thin of the many describes 1,00 between the SHART TO MR EXPERIENCE, PARTIFICATIONS, SHART THE LOCAL CONTROL ASSESSMENT OF MARKET SHARE.

ALL CLASSES SERVED STRUCKET IN ART TOCKTOCK WITH AN ACCOUNT. Say Independ and served, that was at the very large well it into, and fact the constituent pays put and cancenage of sendance many facilities, and fact in recent called a served with the constituent of the constituent of the large with the

As hellowers, the hellowers of the planet, meeting an observed to be a second of the control of

Sheet 2 of 2

### THREE DEER PLACE

# RESTRICTIONS AND REGULATIONS

Н

The name of this Association is THREE DEER PLACE.

H

State of Indiana, more particularly described as follows: which shall be applicable to real estate located in Morgan County, That there is hereby established an unincorporated association

(See attached Exhibit "A")

descriptions) of THREE DEER PLACE with legal descriptions and roadway

the terms and conditions herein. restrictions and regulations contained herein, and take subject to relate to the above-described real estate shall be subject to the All deeds of conveyance and land contracts executed which

#### III

modification of these restrictions and regulations. the Declarant. to any portion of the described real estate to any party other than in the event any interest, legal or equitable, is transferred as Membership in the Association shall be created or transferred Each tract shall have one vote in the event of any

겋

unless changed in whole or in part by vote of those persons who are automatically extended for successive periods then the owners as herein provided. length of time for which this Association is formed is thereafter, at which time said Association shall be Q H ten (10) years,

⋖

activities on the described real estate shall be as follows: Regulations governing the Association and permissible

- a meeting held upon reasonable notice to all members. majority vote of members present or by absentee ballot, voting at herein for the year 1993-1994. Election thereafter shall be by month of November, each year. The Director shall serve without The first Road Director shall be appointed by the Declarant The Association shall elect a Road Director during the
- Road Director (if any owner herein fails to maintain or mow his to maintain his roadway section, the Road Director may charge him portion of the roadway). be mowed; and if not by the tract owner, then by the Association gates, and are to be maintained to prevent undue washing, and to The sixty (60) foot roadwnys are to be left open of all fences or described in Exhibit "A," attached hereto and made a part hereof. dedicated to use of the owners of the separate tracts within the described shall The roadways herein, as shown on Exhibit "A," are private real estate, such roadways being more particularly be under the auspices of the Association and are Should any owner of any tract herein fail

with any costs related shall be weld responsible for any damage to the roadway by reason connected with the construction. or costs of this construction and shall be responsible for any other actions charge. All tract owners, upon construction of any improvement, of any kind caused by them, their contractor, or anyone to maintaining his area 9 a separate

ដ

paid to the Road Director, who shall account for the funds to access to State Road 142, and shall be assessed an Assessment shall be required to use the existing private road easement maintain said roadway in condition suitable for automobile traffic grader, snow clearance, or any other maintenance work nacessary to in February of each year for road maintenance. initially as follows: Each tract of tracts. This maintenance fee Assessment for the real estate held under shall all of the roadway shall be include separate ownership The funds shall be алу

February 1994. designated herein is for the use and benefit of the tracts herein majority vota interest in the roadway easement, the right to pay any unpaid taxes on the readway easement. One Hundred Dollars (\$100.00) per year, per tract, and acreage herein. are OH, Any increase in the \$100.00 assessment shall be by not those for any пемьегв All owners of tracts shall have parceis and the Road Director shall have owning or P parcels. tracts other The roadway beginning than

#### IIA

subordinate to any purchase money mortgage upon any tract initial rate of Yourteen percent (14%) thereafter, set yearly by the foreclosure of liens then in effect, including interest at Association in the same manner and procedure as is applicable for become a lien upon the tract owned by the person or persons liable (50) days of notice, shall be considered delinquent and shall Road Director, plus reasonable attorney fees, costs This assessment as provided herein, if not paid within fifty relating assessment, which lien may be foreclosed by to such proceeding. Said lien shall

### TIIV

maintain the necessary poles, equipment, and lines upon said permissible for the company providing utility service to erect and replacing, repairing, and maintaining all utilities; including but easement the readway in the performance of their duties. protection, ambulance and similar persons or entities to enter upon easement, obtain water, should the same be necessary, or also for emergence above, across, and under the easement as shown on Exhibit "A" limited to water, is granted to all tracts to use the roadway areas to repum and to affix and maintain wires, circuits, and conduits An easement is, hereby, created a blanket By virtue 中山 roadway for ingress, of this easement, it shall be expressly Bewers, is further gas, telephones, electricity and granted to all police, fire easement egress, In addition, an upon, across, installation,

e H utilities, or other persons or entitles,, a license in and to the Declarant further hereby has any interest, legal or otherwise, in THREE DEER PLACE Enterprises Incorporated, the right to grant to one or more public roadway easement, and may grant this license so any perimeter drains from expressly septic reserves e **BOIL** 8 long as Declarant drainage pipes.

Ħ

**subject** to the following restrictions: tracts within the described real estate shall further

- 5 the road right-of-way. No fences, gates, or other impediments shall be allowed
- no mobile with no business uses, including business storage. be any open storage of materials, equipment, junk, or inoperative automobiles or parts thereof, or like items, at any time time extending beyond nine (9) months from start. homes or All tracts shall be used for residential purposes only, any unfinished homes allowed, for a period of There shall not There shall be
- within the owner's boundaries. dogs shall be allowed per tract, at any time, to be restrained exclude all farm livestock, except two (2) horses. animals other <del>ن</del> • permit No tract owner shall be permitted, nor shall any tract any other person, to keep, possess, or shelter than household pets. Such household pets shall Only two (2) any
- residence constructed on any tract. All auxiliary buildings shall ĐĐ located behind

- be done thereon which shall be or become an annoyance or nuisance permitted on the real estate described herein, nor shall anything to the other tracts and owners thereof, herein. . Ω No noxious or offensive activity of any kind shall be
- the Declarant shall subdivide any tract into smaller tracts. ownership into smaller or larger tracts. single family the right to subdivide any tracts of which it retains THREE DEER PLACE shall be exclusively residential with dwelling per tract. The Declarant No owners subsequent to herein

×

in Exhibit "A." Enterprises Incorporated, so long as the corporation owns any tract restrictive covenants may only be amended by: bearing the signatures of sixty percent (60%) Office; 20 attested and recorded in the Morgan or, (2) by an amendment executed by of the county (1) an

Membership shall terminate when legal or equitable interest in the not result in forfeiture or reversion of title to the real estate. contained herein shall run with the land; however, violation shall real estate is terminated, the violator shall be responsible for reasonable expenses connected to file an action for the enforcement of any provisions herein, and such action, The Association, or any member thereof, shall including attorney fees. The have the right provisions

attached to the prior Restrictions and Regulations. and Regulations recorded March 12, 1993 in Misc. Record 121, through 336, and hereby incorporate These Restrictions and Regulations amend prior Restrictions by reference Exhibit "A" Pages

SO DEDICATED AND RESTRICTED THIS LYTE DAY OF APRIL 1993.

DECLARANT

STATE OF INDIANA
COUNTY OF MORGAN

) SS :

President

said County and State, this Subscribed and sworn to before me, a Notary Public, / day of April, 1993.

My Commission Expires

FL'III P

Morgan

11/5/95

Instrument Prepared By:

Phillip R. Smith
WEHRIE, SMITH & LYBROOK
359 E. Morgan Street
P. O. Box 1452
Martinsville, IN 46151
(317) 342-7148 or 831-59:

Attorney No:

Retor to Book 191 page 328

Tou Previous Reservand Rosses

RECEIVED FOR RECORD

93.APR 15 AM 10: 04

Chietic Houcit

519

9813724

Book 54 Page 282

AMENDMENT TO COVENANTS

THREE DEER PLACE

REE DEER PLACE
BOOK 121 / PAGE 58

ARTICLE IX (3):

REVISION: JUNE 1998

### To read as follows:

pets are to be restrained within the owner's boundaries. dogs shall be allowed per tract. All animals including household incurred to adjoining tract property by such animal. Only two (2) responsible for proper animal containment and any damages every 1.5 acres of fenced tract. The use of any tract for swine and/or feed lot management is prohibited. Tract owner shall be exceed more than (1) animal in weight excess of 200 pounds per safety hazard. Any livestock possessed on any tract shall not livestock that create a nuisance or environmental health and/or permit any other person to keep, possess or shelter any animals or 3. No tract owner shall be permitted, nor shall any tract owner

# THREE DEER PLACE

# TRACT OWNER PETITION FOR AMENDMENT

10	9	.∞ I	7.	اب + ص	ν 	46	υ L	.2	, <del></del>	
10. HARRISON	CRAIG (	nav.	#7 7. BEOWN	6. ORR	Tresa M	4 WARDIE W STANGAR	# 3	#10 MORRIS	# TO SEVITER	TRACT
	Victoria A Craig	L. Matters 12			5. Tresa m. Sinclair Melally	EXCLARE May	STOKIC DON SLUXUE		Chad T. Sevice Chilles	PRINTED NAME
		The Blue Davies			In Sinclair	R	Jan Red		Plies	SIGNATURE
	8-19-98	6/30/88			7-3-98	6-24-9	8-18-98		8-19-8	DATE

# THREE DEER PLACE

Book 154 Page 284

# TRACT OWNER PETITION FOR AMENDMENT

#15 14. Dava/d	13. TACKETT	#14	12. POTTER	‡ነ ያ <sub></sub>	# 1 11. THARP	TRACT
#15 14. Dorlald K. Daily Je.	Sun X How	KEVIN L. TAC				PRINTED NAME
Smale X	AND	TACKETT				SIGNATURE
K bay 7-3-	8-83-98			- Sec		E DATE

- EACH TRACT ACCOUNTS FOR ONE VOTE ONLY
- 60% TOTAL PARTICIPATION REQUIRED TO AMEND COVENANCE
- APPROVED AMENDMENT TO BE RECORDED AT MORGAN COUNTY RECORDER'S OFFICE
- COPY TO ALL TRACT OWNERS

本Booe STANCENTE WAXNE W. STAICHAIR

Book/59 Page 285

Subscribed and sworn to before me, a Notary Public, this Ald day of Assaulter.

My Commission Expires: December 5, 1999

Amy R. Baker, Notary Public Morgan County, Indiana

PREPARED

13 Y ;

WAYNE

3.

SINCLAR



### 9906539

DOK 158 PART 112

# THREE DEER PLACE THIRD AMENDED RESTRUCTIONS AND REGULATIONS

amends eserved the previously, undersigned, being the original declarant, restrictions as and regulations, follows: pursuant to the right

F

The name 9 this Association is THREE DEER PLACE

II.

association which shall be appplicable to real estate located descriptions) in Morgan County, (Plat of THREE DEER PLACE with legal descriptions and roadway there (See Attached Exhibit A) State of Indiana, more particularly described p. hereby established an unincorporated

the terms and conditions herein. restrictions o. All deeds the above-described real estate shall be subject to of conveyance and regulations contained herein and take subject and land contracts executed which

III.

than the Declarant. any modification of these to any portion of the described real estate event any interest, legal or equitable is transferred Membership in the Association shall be Each tract shall have one restrictions and regulations created vote in the to any party other 0

100K 58 PAGE 113

### ITEM IV.

persons who years, be automatically extended for successive periods (10) years thereafter, length unless changed in whole or in part by vote are then the owners of time for which this at which time said Association as herein provided Association r. of ten of those

### ITEM V.

activities Regulations on the described real estate shall be governing the Association and as follows: permissible

- by majority vote of members present or by absentee ballot, voting herein for a meeting held upon reasonable notice month of November, each year. The Director shall serve without The the year 1993-1994. first Road Director shall be appointed by the Declarant The Association shall elect a Road Director Election thereafter shall be of all members.
- mowed; and if not by the tract owner, then by the Association portion of the Road Director (if to use of the owners of (60) foot fail to maintin his roadway section, the Road Director may charge Exhibit are to N. estate, such roadways being more be under the auspices roadways are to be left open of all fences or be maintained to prevent undue Ä The roadways herein, as shown on Exhibit "A" attached roadway). Should any owner of any tract herein any owner herein fails hereto and made a the separate tracts within the of the Association and particularly described to maintain or mow his washing, and to be part hereof. are dedicated described The sixty gates are private

B00K 58 PAGE 114

öf connected with the construction shall be held responsibile for him with construction any ę, All tract owners, upon construction of any improvement, any kind caused by costs related and shall to maintaining his area any damage to the roadway by reason be responsible them, their contractor for any other actions ខ្ល Ø separate anyone

#### VI.

access to State Road 142, and shall be assessed an Assessment roadway shall be initially as follows: automobile necessary to maintain said roadway Į, to the members. This maintenance fee shall include any be paid to the Road Director, who shall account for be required to road February of each year traffic grader, tract 얁 to all tracts. snow clearance use the real the existing private road easement for road maintenance. estate held under Assessment for all of the in condition suitable or any other maintenance separate The for ownership work Tot

pay any unpaid taxes on the roadway easement. acreage herein. All owners of tracts shall have designated herein is for the February, 1994. Any increase roadway easement and the Road Director shall have by majority vote of those members owning parcels. and are not One Hundred Dollars (\$100.00) per for any parcels or use and in the \$100.00 assessment shall benefit of the tracts herein tracts other year, per tract, beginning an interest in the the right to than the The roadway described

800K 58 PAGE 115

VII.

yearly at an initial Association in the subordinate expenses become a (50) days for by the Road Director, plus reasonable attorney fees, foreclosure such assessment, which lien may be foreclosed by the to any purchase money mortgage upon any tract. assessment relating to rate lien upon the tract owned of notice, shall be of fourteen per same 얁 S liens then mænner such provided and procedure proceeding. cent (14%) thereafter, in effect, including interest considered delinquent herein, by the Said lien shall S C not paid within person or is applicable persons and COS Бе

### VIII.

t nd protection, ambulance easement and to affix and maintain wires, circuits and conduits permissible replacing, repairing, and maintaining all utilities; including an easement to obtain water, should the same be necessary, or also for emergency maintain not limited to water, sewers, above, and under the roadway the roadway in the performance of their TV. across for the company providing utility service to erect is granted to all tracts is, An easement is the necessary poles, equipment and lines By virtue of hereby, created a blanket and under the easement as and similar persons or for ingress, egress, installation, further this easement, gas, telehones, electricity granted to all police, fire to use the roadway areas ijt easement shown on Exhibit duties. entities to enter shall 9 upon, upon said In addition, expressly across

PAGE 116

the utilities, or other persons or entities, a license in and to Enterprises Incorporated, the right to grant to one or more roadway perimeter interest, further hereby expressly reserves to easement and may grant this license drains legal 유 from septic otherwise, or soil drainage in THREE itself, Cain DEER PLACE so long as Declarant pipes

X.

subject The to the tracts following restrictions: within the described real estate shall further

- road right-of-way. No fences, gates or other impediments shall be allowed
- only, There shall not be any open storage of materials, equipment, a period of time shall be no mobile homes or any unfinished homes allowed, junk or inoperative automobiles or parts thereof, any time. with no business uses, including business storage. All tracts shall be used extending beyond nine for (9) months from residential purposes or like start: for There
- within the owner's boundaries dogs shall be allowed per exclude all farm livestock, except two (2) horses. Only animals other than household pets. Such household pets shall permit No tract owner any other person, to keep, possess, or shelter tract, at any time, to be restrained shall be permitted, nor shall any
- under the following restriction. That any auxiliary building All auxiliary buildings built on any tract

800K | 58 PAGE 117

shall be those built to the buildings after considered grandfathered and shall not R/W line of Fawn Lane, at March 15, in place 1999 prior shall င် be built the date of Three Deer Place. no closer March 15, fall under this

- ç the other tracts and owners thereof done thereon which shall be or become an annoyance permitted on the real No noxious 0 H estate offensive described herein, nor activity herein. Ö, any kind or nuisance shall anything
- ownership one single family dwelling Declarant the right to subdivide any tracts of which into smaller THREE shall subdivide any tract into DEER PLACE shall be exclusively residential or larger per tract. tracts. No owners The Declarant herein smaller it retains subsequent tracts

×

Enterprises Incorporated; so long Recorder's the membership, instrument bearing the signatures of sixty per cent in Exhibit restrictive Office; HΑH 6 as attested and recorded in (2) covenants may only be amended by: γd an amendment as the Corporation owns any executed the Morgan County Cain (803)

connected with such action, including attorney fees. The provisions to file an the violator Association, or contained herein shall run with the action shall be for the any member thereof, shall enforcement of responsible for reasonable expenses land; however any provisions have

		•	
it at	W al	177	BOOK
PSSAVAR LEYN X	Jan o Consider	e mit	20
4 € _ (!!+	Page 2		PAGE
BCKET TO THE	To the same of the		Con .
Parrisono	20 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		118
1	20 12 15 15 15 15 15 15 15 15 15 15 15 15 15	12 12 12 12 12 12 12 12 12 12 12 12 12 1	, i

THREE DEER PLACE HOMEOWNERS ASSOCIATION

Roger Brown President
Roger L. Brown

equitable violation shall not to the real estate. interestin result the Membership shall terminate when legal or real Ħ. forfeiture estate is terminated 0 reversion of title

attached and Regulations 328-336 and hereby incorporate ó These the Restrictions and Regulations amend prior prior recorded March 12, Restrictions 1993 and Regulations. Λq in Misc. reference Record Exhibit ÄΑ

So DEDICATED and RESTRICTED this day of April,

1999.

Subscribed and

CAIN ENTERPRISES, INC., Declarant

Max Cain, President

Пe

this

дау

Of.

April,

1999.

Hos Day Side

Public of Morgan County

My Commission Expires:

10-24-2004

PARCEL OWNERS' CONSENT TO
AMENDED RESTRICTIONS AND 60 207
REGULATIONS

REGULATIONS

LINEAR CONSENT TO
LOT A GROWN

ROSCO & GRO

スタマス

Norris

20 mer 120

STATE OF INDIANA, SS:

genuine a division odw stated Brown, Of Subscribed 1999. are tat. lands, President in Morgan County, fact and foregoing 얽 signed parcel Three parcel before owners Deer Indiana, owners' Place Homeowners Notary Public, Association, day

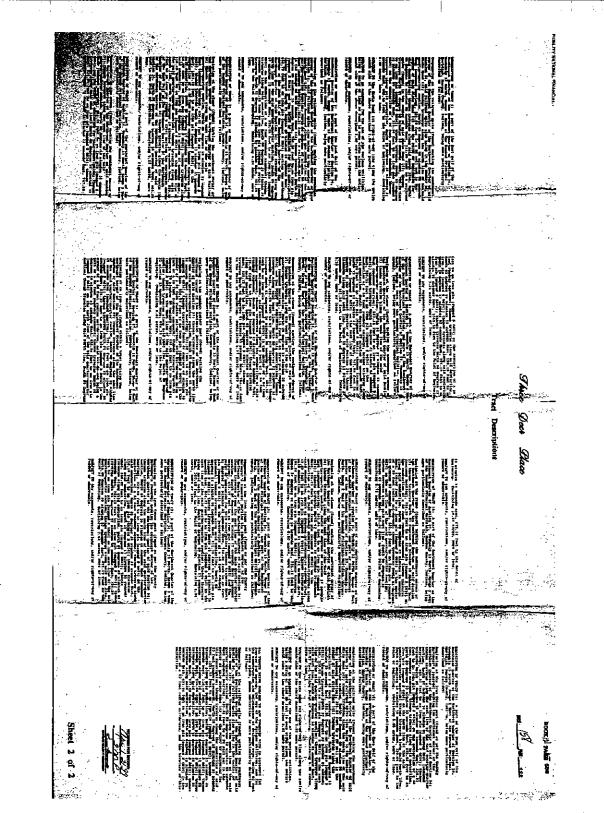
( WITNESS my hand and notarial seal

THE CONTRACTION OF THE

Rebecca Gibbs

Three Deer Place - today of (a, a) or pa-mi - ba, b, 4-100, 4-1-a (mi - 100-a) · • of the second of 0 0 Dropalik Surveying & Engineering

The state of



NATIONAL FINANCIAL

3843724

COPY

Book 54 Page 282

9912849

AMENDMENT TO COVENANTS THREE

DEER PLACE Book 15 Page 197

MH Book 12/

ARTICLE IX (3):

PAGE SET REVISION: JUNE 1998

To read as follows:

responsible for proper animal containment and any damages pets are to be restrained within the owner's boundaries dogs shall be allowed per tract. All animals including household incurred to adjoining tract property by such animal. Only two (2) and/or feed lot management is prohibited. Tract owner shall be every 1.5 acres of fenced tract. The use of any tract for swine exceed more than (1) animal in weight excess of 200 pounds per safety hazard. Any livestock possessed on any tract shall not livestock that create a nuisance or environmental health and/or permit any other person to keep, possess or shelter any animals or 3. No tract owner shall be permitted, nor shall any tract owner

## THREE DEER PLACE

Book 150 Page 198

# TRACT OWNER PETITION FOR AMENDMENT

					•			100		
10. 1/mRRISON	9. CRASE VICTORIA A Crais 8-19-98 #13	8. Brian Colon Countries 6/30/88	47 7. BROWN	6. ORR	5. Tresa m. Sindair MeDalh Swicker 7-3-98	4/1 MANUE M STANTAGE (1/24) PARTINES M FICHARING	3. Stake Don Sweet Bulle 8-18-98	2. MERRIS MARK & NOILIS Moule Marvin 8-5-97	1. FRUTER Chil T. Sevice ( Lill Sevice 0-19-88	TRACT PRINTED NAME SIGNATURE DATE

W	
Boo	
무	
	٠,
1	2/
l _	7
	•
g	
O	ĺ
1 3	Ŋ
1 (	י מר

## THREE-DEER PLACE---

Book 154 Page 199

TRACT OWNER PETITION FOR AMENDMENT

4	13 1.\	12	,=	
Dosin/d	13. TACKETT	#2 12. Botier	II. THARP	IRACI
14. Dariald K. Daily Je	The XX	KEVIN L. TACKETT		TRACT PRINTED NAME
j	Howell &	TACKETT		
Small X A	80			SIGNATURE
1	8-23-98			DATE
7-3-98				

- EACH TRACT ACCOUNTS FOR ONE VOTE ONLY
- 60% TOTAL PARTICIPATION REQUIRED TO AMEND COVENANCE
- APPROVED AMENDMENT TO BE RECORDED AT MORGAN COUNTY RECORDER'S OFFICE
- COPY TO ALL TRACT OWNERS

W. SZNCLAIR

Book 154 285

'Subscribed and sworn to before me, a Notary Public, this Alf day of ALAUST.

My Commission Expires: December 5, 1999

Amy R. Baker, Notary Public Book 15 Page, Morgan County, Indiana

PREPARED

SITUCIANE.

9 that 유 the 5th day of August, individual signature of Mark undersigned, Wayne Norris, €, and is Sinclair, SPA true and genuine added to this does hereby document swear signature

Wayne W. Sinclair

Subscribed and sworn g before Ħe this day of August,

Phillip R. Smith

Notary Public of Morgan County

m Commission Expires:

NOTE: reflecting the additional Tract No. The foregoing document signature of Mark RECEIVED FOR RECORD being re-recorded Norris for purpose

99 AUG -6 PH 1: 12

MORGAN CO RECORDER



#### THREE DEERE ASSOCIATES

MAJORITY VOTES). 3 DELECTE PLACE DINJUNG ! 4 ALL OF VERY ENJOYABLE THANKS ISSUES THAT WERE ADDRESSED AND VOTED ON UNANIMOUSLY BY THOSE ATTENDING (WHICH MADE UP MORE THAN THE 60% OF TO ALL OF AND SUCCESSFUL MEETING. THOSE WHO ATTENDED THE MEETING, THE FOLLOWING LIST IT WAS

- THE DOWN ROCK, IN AN EFFORT BETTER JOB AT A LATER TIME. ROAD IS TO BE GRADED THIS YEAR INSTEAD OF PUTTING TO BUILD UP MONEY TO DO A MUCH
- ALSO OWNERS WILL BE OBLIGATED AMOUNT OF TIME. AND LAST, STARTING IN 2004 ALL LAND IMPOSE STARTING IN 2004, ALL DUES WILL BE TO BUILD FIFTY DAY GRACE PERIOD STILL IN EFFECT. DUES WILL 田田 INCREASE TO \$125.00 UNTIL VOTED DIFFERENTLY, IN ORDER ALSO LIENS ON THOSE DUES NOT PAID IN THE Þ Ç SECRETARY AND ROAD DIRECTOR BOTH SIGING TO IT WILL THE FUNDS TO INCREASE MONEY SAVED FOR THE NDS TO INCREASE MONEY SAVED FOR THE COUNTY THAT THERE CONTINUE TO THE COUNTY STATE THERE COUNTY STATE TO COUNT TO PAY DUES. DUE ON JUNE 1, ALLOTTED HTIW

1916 02/09/2004 KAREN BRUMMETT MOREAN COUNTY

OUR ANIMAL CONTROL IF DOGS ANIMAL CONTROL KIDS FEAR ARE TO FEEL STILL OF WONDERING CAN BE CALLED AND YOU A CONCERN, THEY CAN BE OUTSIDE AND NOT HAVE THEY ARE CALLED VARIOUS TIMES. WE DOGS ONCE AGAIN BE CAN 祖 AWARE FINED BY THAT TO 99:31 10:00: 30:00 10:00 86Pd

:60 smil

THEA HHH ROAD FREE DIRECTOR AND THE SECRETARY WERE VOTED SO TO DO Ļ . 03 YOU HAVE ANYTHING TO ADDRESS THEM WITH O STAY

### CONTINUED FROM PAGE 1

- TT ALSO\_IE Ö BE NOLL AND OFFICE WAS DATE. (LING HANGED, VOTOS TECHNOLOS) OF ROAD DIRECTOR OR SECRETARY, AND DISCUSSED YOUR VOID DUES WITHOUT DUES BEING TO TRY A COMMITTEE ARE NOT PAID UP, YOU CANNOT HOLD AN INSTEAD OF THE PAID Z YOURVOTE WILL FULL AND JUP
- ტ ZHT ROAD SAME. DIRECTOR AND W (i) SECRETARY, EXTRIT BUT WAS DECIDED TO JUST STAY
- CHANGES IT WAS VOTED UNANIMOUSLY TO KEEP THE COVENANT, WITH DISCUSSED TO MADE TO THE COVANANT. ELIMINATE THE COVENANT, THE AND WAS PREVIOUS

ONCE AGAIN THANKS TOTAL SUCCESS, IT WAS TO THOSE NICE SEEING YOU ALL WHO ATTENDED M ない。 MEETING THERE. WHICH

SINCERELY,

ROAD DIRECTOR WAYNE SINCLAIR

SECRETARY KELLY ORR

ATTENDEES WERE:

KATHY BROWN
SANDY HARRISON
MARK NORRIS
KELLY ORR
LIN &LANA POTTER
DON & DONNA SICKLE
WAYNE SINCLAIR

#### THREE DEERE ASSOCIATION MEMBERS UPDATE 2004

**MOULD** JUST LIKE ö REMIND EVERYONE THAT oux DUES

NO. Ö MAIL BOX. THAT THEY ARE NOW \$125.00 BY
THAT THEY ARE NOW \$125.00 BY
IN SEPTEMBER 2003 WE
AT THAT MEETING WE NOMINATED
THE NOMINATION WAS ALSO 2ND. BE A "YES" PLEASE PLACE YOUR ALSO 2ND. SO IF YOU NEED NOT RESPOND BUT YOUR "NO" YOTE IN A ( TO JUNE IST WITH THE (50) DAY PERIOD AND 125.00 BY THE MAJORITY VOTE.

FR 2003 WE HAD THE FIRST COMMITTEE MEETING NOMINATED JIM HARRISON AS ROAD DIRECTOR, VOTE IN A COMMITTEE MEMBERS YOU WOULD LIKE YOUR BUT IF YOU PREFER TO VOTE VOTE

1.) TO DISCUSS AND PUT TO VOTE ANY OF THE CONCERNS AND IDEAS. Į. WOULD ALSO LIKE TO CLARIFY THE THE DUTIES OF THE COMMITTEE ARI PURPOSE PURPOSE OF TE AS FOLLOWS; COMMUNITIES

COVENANT

2.) TO INFORCE, PURSUE, AND UPHOLD ALL OF THE CURRENT COVEN.
RESTRICTIONS AND GUIDELINES WITH NOTIFICATION AND/OR LEGAL
ACTION ON BEHALF OF THE THREE DEERE ASSOCIATION.
3.) TO INFORM AND INQUIRE OF ANY COMMUNITY NEEDS OR CONCE!
PLEASE UNDERSTAND, THE COMMITTEE CANNOT MAKE ANY OR CONCERNS.

MAJORITY OR ADD VOTES. UNDERSTAND, THE COMMITTEE CANNOT MAKE ANY TO THE CURRENT COVENANT WITHOUT THE 60% (8)

SAME TIME. THE COMMITTEE WAS FORMED TO MAKE IT COMMUNITY. WE REALIZE IT IS VERY HARD (DUE DIFFERENT SCHUDULES) TO GET EVERYONE AT THE TO THE MANY
SAME PLACE AT ON THE

CHECK AT THE TAKE (FOR ROCK AND BANK, THE COMMITTEE MEMBERS ANK, STILL WITH (2) SOME ROCK AND ETC.) THIPLACE EVERY TIME THE F 2) SIGNATURES REQUIRED TO ISSUE THIS WAY NAME CHANGES WILL NOT HE ROAD DIRECTOR/SECRETARY CHANGE NAMES WILL BE ON THE ACCOUNT CHANGES. HAVE

COMMUNITY TIEM ALSO, IF ANYONE ELSE WISHES TO BE ON THE COMMITTEE, INFORM THE CURRENT MEMBERS. WE WILL ALSO NOTIFY THE ITY OF ANY FUTURE COMMITTEE MEETINGS THAT WILL BE HELD AS DATES AND TIMES.

SINCERELY, DEERE COMMITTEE

ROAD CO-CHAIRMAN: SECRETARY: DIRECTOR: CHAIRMAN: LANA POTTER SANDY HARRISON DONNA SICKLE KELLY ORR HARRISON

FOR THE WE WOULD REIGHBORS AN ALSO LIKE AND DON TO THANK DON
ITS NICE TO
HELF THEM TO THEM TO O BE ABLE KNOW PEOPLE STILL CARE ABOUT

DE ABLE TO GET AROUND. SO..

EVERYONES TRAVEL POSSIBLE! SICKLE FOR CLEARING