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**CAROLINA COMMONS SUBDIVISION  
COVENANTS, LIMITATIONS AND RESTRICTIONS**

1 NAME This subdivision shall be known and designated as Carolina Commons, a subdivision located in Avon, Hendricks County, Indiana, which subdivision is contained within the tract of real estate particularly described on attached Exhibit A

2 STREET DEDICATION The streets shown and not heretofore dedicated are hereby dedicated to the public.

3 LAND USE AND PERMITTED STRUCTURES All lots of Carolina Commons shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling and one (1) private, attached garage

4 TYPE, SIZE AND NATURE OF CONSTRUCTION PERMITTED AND APPROVALS REQUIRED No single-family dwelling, garage, out building, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Architectural Control Committee to be established in accordance with paragraph 5 of these Subdivision Restrictions and to include consideration and approval of the plans and specifications, and the qualifications of a builder to include responsiveness and responsibility as determined by the Architectural Control Committee. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, building plan showing floor areas and elevation, specifications, landscaping plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

a Any single-family dwelling erected, placed or altered shall have a minimum ground floor area, exclusive of open porches and garages, of 1600 square feet in the case of a one story structure and 1900 square feet in the case of a structure higher than one story. (Determination of sufficiency and adequacy of the term "ground floor area" with respect to single-family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the Architectural Control Committee.

b No single-family dwellings, garage, out building or other structure of any kind shall be moved onto any lot and all materials incorporated into the Construction thereof shall be new except that used brick, weathered barn siding, or the like, or interior design features utilizing other than new materials, may be approved by the Architectural Control Committee. No trailer, mobile home, tent, basement, shack, garage, barn or other structure shall be placed or constructed on any lot at any time for use as either a

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any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat. No above ground pools and no yard satellite dishes are permitted.

5 ARCHITECTURAL CONTROL COMMITTEE The Architectural Control Committee shall be composed of three (3) members to be elected within the sole discretion of Carolina Commons as developer of this subdivision, or its designated nominee. Individual members of the Architectural Control Committee shall be subject to appointment and removal in the sole discretion of Carolina Commons or its designated nominee.

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temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a single-family dwelling on a lot

c FENCES: No fence shall be erected between the front property lines and the front of the dwelling, or in the case of a corner lot, between the side property line along the street and the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Control Committee. Any fence that is intended to block the view, such as a privacy fence higher than forty-eight (48) inches, shall be located no further from the residence than midway from the residence and the property line (both side and rear). No fence shall be located within any drainage easement. Any metal or chain-link fence must be covered with black or brown vinyl and may not exceed forty-two (42) inches in height.

d SPECIAL PROVISIONS DURING CONSTRUCTION: It is the responsibility of the owner of any homesite to maintain a clean and safe construction site. Prior to final approval of house plans, the contemplated builder must agree in writing to comply with the erosion control plan for Carolina Commons and agree to perform the required activities as outlined by the Architectural Control Committee. This includes installing a stone driveway area immediately upon commencement of construction activities and taking steps to minimize mud and debris carryover to the streets and adjacent lots.

e MAILBOXES: It is the responsibility of the lot owner to install a mailbox meeting standards established by the Architectural Control Committee. Specifications shall be provided at the time of closing.

f TIME LIMITS FOR CONSTRUCTION: There is no maximum time permitted prior to construction of a residence.

g No dwelling, garage, out building or other structure permitted to be constructed or to remain on any lot by these Subdivision Restrictions shall be located on any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat. No above ground pools and no yard satellite dishes are permitted.

5 ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall be composed of three (3) members to be elected within the sole discretion of Carolina Commons as developer of this subdivision, or its designated nominee. Individual members of the Architectural Control Committee shall be subject to appointment and removal in the sole discretion of Carolina Commons or its designated nominee.

by the Architectural Control Committee. Carolina Commons Property Owners Association, Inc. shall have the right to cut any and all weeds of owners of undeveloped and/or occupied lots and to make reasonable charges to owners for such work.

9 COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH CAROLINA COMMONS PROPERTY OWNERS ASSOCIATION, INC.

A. Creation of the Lien and Personal Obligation of Assessments. The Developer, being owner of Carolina Commons subdivision, hereby covenants, and each subsequent owner of all lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to become a member of Carolina Commons Property Owners Association, Inc., a not-for-profit corporation, and to pay to the Association:

- (1) Annual assessments or charges;
- (2) Special assessments for capital improvements, such

The Architectural Control Committee's approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Architectural Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6 FUEL RECEPTACLES AND TRASH ACCUMULATIONS. Tanks for the storage of fuel may not be placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictions nor shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted on any lot within this Subdivision.

7 ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes and which pets shall not exceed two in number per household. Additional pets may be permitted if kept within the residence at all times. Any dog permitted outside of a residence must be maintained within a fenced yard. (No outdoor animal kennel is permitted.)

8 MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS. Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner, with weeds and other growths to be reasonably kept, and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Architectural Control Committee. Carolina Commons Property Owners Association, Inc. shall have the right to cut any and all weeds of owners of undeveloped and/or occupied lots and to make reasonable charges to owners for such work.

9 COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH CAROLINA COMMONS PROPERTY OWNERS ASSOCIATION, INC.

A Creation of the Lien and Personal Obligation of Assessments  
The Developer, being owner of Carolina Commons subdivision, hereby covenants, and each subsequent owner of all lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to become a member of Carolina Commons Property Owners Association, Inc., a not-for-profit corporation, and to pay to the Association:

- (1) Annual assessments or charges;
- (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against

which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**B Purposes of Assessments**

The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all lots and in particular for the improvements and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein. All common properties as shown on the plat of the subdivision shall be deeded to Carolina Commons Property Owners Association, Inc.

**C. Basis and Amount of Annual Assessments**

The original assessment pursuant to the covenants of Carolina Commons subdivision shall be in the amount of \$100.00 per year for each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Carolina Commons Property Owners Association, Inc. From all such assessments, the Association shall pay for the cost of maintenance, repair, upkeep, management and operation of the common areas as required in the By-Laws of Carolina Commons Property Owners Association, Inc. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by it or otherwise.

**D Special Assessments for Capital Improvements**

In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representative or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**E Change in Basis and Maximum of Annual Assessments**  
Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting

**F Quorum for Any Action Authorized Under Sections D and E.**  
The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called, as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting

**G Date of Commencement of Annual Assessments Due Dates**  
The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessments, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessments under Section D hereof shall be fixed in the Resolution authorizing such assessment

**H Duties of the Board of Directors.**  
The management, affairs and policies of the Association shall be vested in a Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto

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The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid

I Effect of Non-Payment of Assessment The Personal Obligation of the Owner; The Lien; Remedies of Association

If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date of assessment, interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

J Subordination of the Lien to Mortgages

The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien or any such subsequent assessment.

K Exempt Property

The following property, subject to this Declaration, shall be exempt from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all common areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and

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assigns, and held by them or any of them for sale or resale. including any lots which may have been re-acquired by the Developer.

Notwithstanding any provisions herein. no land or improvements devoted to dwelling use shall be exempt from said assessments. charges and liens

L Voting, Board and Developer

Each owner of a lot in the development of Carolina Commons shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors. which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of three (3) members, Lee White, Matthew Gregory, and Larry G Gregory The Initial Board shall serve for as long as they deem necessary in the development of Carolina Commons subdivision

10 DRIVEWAYS. All driveways shall be constructed with portland cement The driveway shall be completed no later than the substantial completion of the construction of the dwelling

11. SIDEWALKS. Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street Lot Owners shall be responsible for the cost of construction and maintaining the sidewalks on their respective lots Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date All sidewalks must be constructed in accordance with the Architectural Control Committee's specifications Lot Owners shall keep sidewalks on their respective lots free of snow and cleared of debris

12. NUISANCE. No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots This shall include, but not be limited to, the operations of any moped, motorcycle, off-road vehicle, all-terrain vehicle, or similar item on any lot or on any street within the boundaries of the subdivision No animal kennel, dog run, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court, or similar item is permitted Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time All debris shall be removed within a reasonable time after the occurrence



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13 VEHICLE REGULATIONS. No vehicle of more than one ton hauling capacity or equivalent vehicle shall be parked on any homesite except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any homesite unless kept within a garage. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking shall be permitted, but vehicles must be removed as soon as the event ends and should not be parked on the street overnight.

14 UTILITY EASEMENTS AND DRAINAGE. "Utility Easements" as shown on the recorded plat shall be reserved for the use of the public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc. on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on the recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility poles, guys, anchors or other utility accessories that may be placed within the utility and drainage easements shall be offset from the thread of such easement so as not to create an obstruction in said easement or to create a collecting of trash or other articles which may pass along, over and through said easement.

15 RIGHTS OF ENFORCEMENT. In the event of the violation, or threatened violation of any of the subdivision restrictions herein enumerated, Carolina Commons Property Owners Association, Inc or its designated nominee, the persons in ownership from time to time of the lots in this subdivision and all parties claiming under them, and the Hendricks County Plan Commission shall have the right to enforce these subdivision restrictions and pursue any and all remedies, in law or equity, available under applicable Indiana law, with or without providing actual damages, including the right to secure injunctive relief or secure removal by due process of any building structure or facility not in compliance with these subdivision restrictions and shall be entitled to recover reasonable attorney's fees and other legal costs and expenses incurred as a result thereof.

16 GENERAL. These subdivision restrictions may be amended or changed (except paragraphs 5 and 14 hereof which shall not be subject to amendment or change except by Carolina Commons Property Owners Association, Inc or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recording of the same in the office of the Recorder of Hendricks County, Indiana. The invalidation of any portion of these subdivision restrictions by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

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OWNERS ASSOCIATION, INC

BY: J. Lee Whiten  
J. Lee Whiten, President

BY: Matthew Q. Gregory  
Matthew Q. Gregory, Vice President

BY: Larry G. Gregory  
Larry G. Gregory, Secretary/Treasurer

STATE OF INDIANA )  
 )SS  
COUNTY OF HENDRICKS )

9800024906  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 09-18-1998 At 08:00 am.  
COVENANTS 27.00  
Vol. 78 Pg. 575 - 583



IN WITNESS THEREOF, Carolina Commons Property Owners Association, Inc., being the owner of Carolina Commons subdivision, by all of its officers has exhausted these Covenants, Limitations and Restrictions to be executed this 10th day of September 1998

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CAROLINA COMMONS PROPERTY OWNERS ASSOCIATION, INC

BY J Lee Whiten  
J Lee Whiten, President

BY Matthew Q Gregory  
Matthew Q Gregory, Vice President

BY Larry G Gregory  
Larry G Gregory, Secretary/Treasurer

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

9800024906  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 09-18-1998 At: 08:00 am.  
COVENANTS 27.00  
Vol. 78 Pg. 575 - 583

Before me, a Notary Public in and for said County and State, personally appeared J Lee Whiten, President, Matthew Q Gregory, Vice President, and Larry G Gregory, Secretary/Treasurer, being all of the officers of Carolina Commons Property Owners Association, Inc, who acknowledged the execution of the foregoing Covenants, Limitations and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true

Witness my hand and Notarial Seal this 10th day of September 1998

My Commission Expires: 12-14-2000  
County of Residence: Hendricks

Kimberly F Ross-Frost  
Notary Public  
Kimberly F Ross Frost  
Printed Name of Notary Public

This instrument was prepared by  
Charles E. Hostetter  
Attorney at Law  
515 North Green Street, Suite 200  
Brownsburg, IN 46112  
(317) 852-2422

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**CAROLINA COMMONS**  
**SPECIAL RESTRICTIVE COVENANTS** (v)

The Undersigned, Carolina Commons, Inc. by J Lee Whiten, President, and Larry G Gregory, Secretary, as owners, developers and proprietors of "Carolina Commons", located in Washington Township, Hendricks County, Indiana, do hereby indenture, restrict and covenant the unsold lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. **Fully Protect Residential Area:** The following covenants, in their entirety shall apply to Lots 1, 2, 7, 8, 9, 10, 11, 12, 13, 15, 17, 18, 21, 22, 24, 25, 26, 27, 37, 42, 44, 45, 46, 49, 50, 51, 52 and 53 of Section 1 and all of Section 2 of said subdivision being located in Washington Township, Hendricks County, Indiana

2. **Building Exterior Construction:** No structure may be constructed on any remaining lots in this subdivision with any vinyl or aluminum siding used in its construction

3. **Enforcement:** If the parties hereto, or any of them, their heirs or assignees shall violate or attempt to violate the covenants herein, it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or

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other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title

4 Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

IN WITNESS WHEREOF the said party as owners and proprietors of the above described subdivision has hereunto set their hands and seals this 9<sup>th</sup> day of August, 2001.

CAROLINA COMMONS, INC

By: [Signature]  
Lee Whiten, President

ATTEST:

\_\_\_\_\_  
Larry G. Gregory, Secretary

I Agree to these terms.  
[Signature]  
Tom Tamer, President



STATE OF INDIANA )  
 )SS  
COUNTY OF Hendricks

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above named J Lee Whiten, President of Carolina Commons, Inc. and Larry G Gregory, Secretary of Carolina Commons, Inc., and acknowledged the execution of the above and foregoing protective covenants as their voluntary act and deed

Witness my hand and seal this 9<sup>th</sup> day of August, 2001.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_  
County, State of Indiana

Signature of Notary Public

Printed Name of Notary Public



*This instrument prepared by Charles E. Hostetter, HOSTETTER & O'HARA  
515 N. Green St., Suite 200, Brownsburg, IN 46112*

nw0106/cc.cov

200100023594  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
08-13-2001 02:36 PM.  
COVENANTS 15.00  
OR Book 265 Page 1445 - 1447

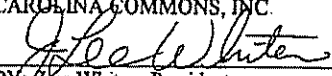
200400006832  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
03-04-2004 At 04:01 PM.  
MISCELLANEO 15.00  
OR Book 498 Page 2354 - 2356


**CAROLINA COMMONS SUBDIVISION TRANSFER OF ALL RIGHTS  
ASSOCIATED WITH THE ARCHITECTURAL CONTROL COMMITTEE**

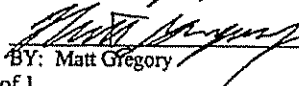
Comes now Carolina Commons, Inc., by its designated representative Lee Whiten, the Developer of Carolina Commons subdivision in Hendricks County, Indiana, and hereby assigns and transfers to Lockridge, Inc., or its assigns, all the Architectural Control Committee rights contained within Paragraph 5 of the Carolina Commons Subdivision Covenants, Limitations and Restrictions which were recorded as Instrument No. 9800024906 in the Office of the Recorder of Hendricks County, Indiana, on the 18<sup>th</sup> day of September, 1998, in Volume 78, Page(s) 575-583. Lockridge, Inc., by themselves or their assigns, as transferee of all rights contained within Paragraph 5 of the Carolina Commons Subdivision Covenants, Limitations and Restrictions, as set forth above, agrees, as a condition of the said transfer, that no houses shall be approved for future construction in Carolina Commons with any aluminum or vinyl siding or exterior cover on them and that the foregoing prohibition on aluminum or vinyl siding shall be an additional covenant/restriction for Carolina Commons. This assignment shall become effective the date Lockridge, or its assigns, shall acquire title to lots in Carolina Commons subdivision.

Dated this 3<sup>rd</sup> day of March, 2004.

CAROLINA COMMONS, INC.

  
BY: Lee Whiten, President

  
BY: Larry Gregory

  
BY: Matt Gregory

1 of 1

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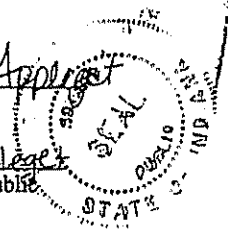
STATE OF INDIANA     )  
  )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me a Notary Public in and for said County and State, this 3<sup>rd</sup> day of March, 2004.

My Commission Expires:  
1-15-12  
My residence: Hendricks  
County, State of Indiana

Jennifer L. Applegate  
Signature of Notary Public

Jennifer L. Applegate  
Printed Name of Notary Public



**CAROLINA COMMONS**  
**RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS – JUNE 2004**

The Undersigned, as lot owners of "Carolina Commons", located in Washington Township, Hendricks County, Indiana, do hereby indenture, restrict and covenant the undeveloped lots to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. Fully Protect Residential Areas: The following covenants, in their entirety shall apply to Lots 1, 2, 7, 8, 9, 10, 11, 12, 15, 17, 18, 21, 24, 26, 31, 37, 42, 44, 45, 46, 49, 50, 52 and 53 of Section 1 and all of Section 2 of said subdivision being located in Washington Township, Hendricks County, Indiana.

2. Building Exterior Construction: (Amends Carolina Commons Special Restrictive Covenants 8/13/01, Item 2) No structure may be constructed on any fully protected residential area unless they are 90% brick for single story structures and 70% in the case of a structure higher than one story. Structures higher than one story must be 100% brick on the first story. No structure may be constructed on any remaining lots in this subdivision with any vinyl or aluminum used in its construction.

01-23594

3. Square Footage Minimums: (Amends Carolina Commons Subdivision Covenants, Limitations and Restrictions 9/18/98, Item 4 – subsection a) Any single-family dwelling erected, placed or altered shall have a minimum ground floor area, exclusive of open porches, basements and garages, of 1900 square feet in the case of a one story structure and 2200 square feet in the case of a structure higher than one story.

98-24906

4. Foundations: Any single-family dwelling erected, placed or altered shall be built on a crawl space or basement foundation. No solid slab foundations will be allowed.



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5. Roof Pitch & Overhang: Any single-family dwelling erected, placed or altered shall have a minimum roof pitch of 8/12 with a minimum overhang of 12 inches.

6. Architectural Control Committee: (Amends Carolina Commons Subdivision Covenants, Limitations and Restrictions 9/18/98, item 5) The Architectural Control Committee shall be composed of three (3) members to be elected within the sole discretion of the existing Carolina Commons Homeowners. No house shall be erected, placed or altered on any lot in Carolina Commons until: (1) the plans, and (2) the name of the builder have been approved by the Architectural Control Committee.

7. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

This instrument prepared by:

Jeanine Carr  
8531 Charlotte Court  
Avon, IN 46123  
317-209-0300

Kim Fain, CPA  
876 Darlington Drive  
Avon, IN 46123  
317-272-5181

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**CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004**

Name: Charles and Terri Gunn

Address: 8532 Charlotte Ct

Lot Number: 3

I, hereby accept all the above:  
Charles E. Gunn

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/14/04

Date: \_\_\_\_\_

Terri M. Gunn

\_\_\_\_\_

Date: June 14, 2004

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Charles & Terri Gunn And acknowledge the execution of the above and foregoing restrictive covenants as their voluntary act and deed.

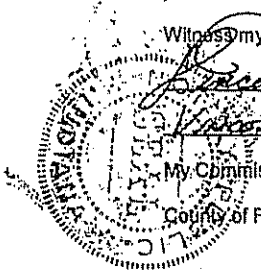
Witness my hand and seal this 15<sup>th</sup> day of June 2004.

Robert P. Wall, Signature of Notary Public

Robert P. Wall, Printed Name of Notary Public

My Commission Expires: 11/5/2006

County of Residence: HENDRICKS



4

**CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004**

Name: George R & Penny J. Hyde  
Address: 8527 Charlotte Court, Avon, IN 46123  
Lot Number: 4

I, hereby accept all the above:  
George Hyde

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/14/04  
Penny J. Hyde

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: 6-14-04

Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner George & Penny J. Hyde And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

Witness my hand and seal this 15<sup>th</sup> day of June, 2004.



Robert P. Wall Signature of Notary Public

ROBERT P. WALL Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS

5

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: TED & JEANINE CARR  
Address: 8531 CHARLOTTE CT., AVON, IN  
Lot Number: 5

I, hereby accept all the above:  
Ted A Carr

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/14/04

Date: \_\_\_\_\_

Jeanine C Carr

\_\_\_\_\_

Date: 6/14/04

Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Ted & Jeanine Carr.  
And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

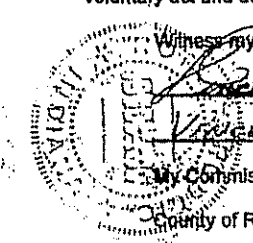
Witness my hand and seal this 14<sup>th</sup> day of June, 2004.

Vincent P. Wall, Signature of Notary Public

Vincent P. Wall, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



6

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: GARY & KATHY WALTON  
Address: 8541 Charlotte Ct.  
Lot Number: 6

I, hereby accept all the above:  
Gary Walton

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/14/04  
Kathy Walton

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: 6/14/04

Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Gary & Kathy Walton and acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

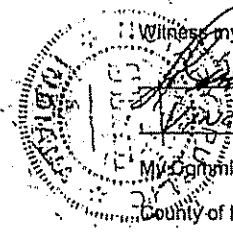
Witness my hand and seal this 15th day of June, 2004.

Vincent P. Wall, Signature of Notary Public

Vincent P. Wall, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: James and Jonelle Robertson

Address: 8482 Charleston Ct.

Lot Number: 13

I, hereby accept all the above:  
Jonelle Robertson

Date: 6/15/04

James B. Robertson

Date: 6-15-04

I, hereby decline all the above:  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner James + Jonelle Robertson And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

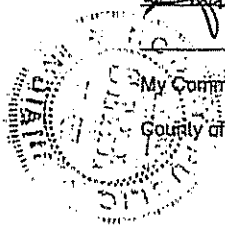
Witness my hand and seal this 15<sup>th</sup> day of June, 2004.

Kim L. Fair, Signature of Notary Public

Kim L. Fair, Printed Name of Notary Public

My Commission Expires: 8-12-08

County of Residence: Madison



4

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Jeff Dorton

Address: 8992 CHARLESTON COURT AVALON IN 46123

Lot Number: 14

I, hereby accept all the above:

[Signature]

Date: 6/15/04

I, hereby decline all the above:

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Jeff Dorton,  
And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

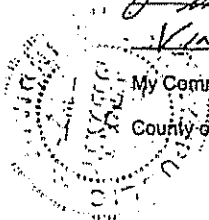
Witness my hand and seal this 15 day of June 2004.

[Signature] Signature of Notary Public

VINCENT P. WALL Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



9

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

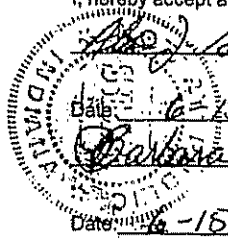
Name: ALAN & BARBARA GODDARD

Address: 8475 CHARLESTON CT AVON IN 46123

Lot Number: 16

I, hereby accept all the above:

I, hereby decline all the above:

 Alan J. Goddard  
 Date: 6-25-04  
Barbara Goddard  
 Date: 6-15-04

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Alan J. Goddard & Barbara Goddard And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

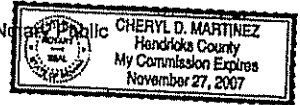
Witness my hand and seal this 15th day of June, 2004.

Ceryl D. Martinez, Signature of Notary Public

Ceryl D. Martinez Printed Name of Notary Public

My Commission Expires: Nov 27, 2007

County of Residence: Hendricks





CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: MARY C. De REMER LIVING TRUST  
Address: 8517 Charleston Ct  
Lot Number: 19

I, hereby accept all the above:  
Mary C. DeRemer, Trustee

Date: 6-16-04

Date: \_\_\_\_\_

~~I, hereby decline all the above:~~

~~Date: \_\_\_\_\_~~

~~Date: \_\_\_\_\_~~

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Mary C. De Remer And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

Witness my hand and seal this 16th day of June, 2004.

Cheryl D. Martinez Signature of Notary Public

Cheryl D. Martinez Printed Name of Notary Public

My Commission Expires: Nov 27, 2007

County of Residence: Hendricks



CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Raymond Reitzeck + Tiffany Reitzeck

Address: 8533 Charleston Ct.

Lot Number: 20

I, hereby accept all the above:

Raymond Reitzeck

I, hereby decline all the above:

\_\_\_\_\_

Date: 6-15-04

Tiffany Reitzeck

Date: \_\_\_\_\_

\_\_\_\_\_

Date: 6-15-04

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner RAYMOND + TIFFANY REITZHECK And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

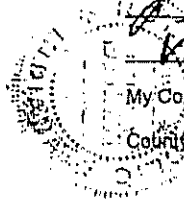
Witness my hand and seal this 15<sup>TH</sup> day of JUNE, 2004.

Vincent P. Wall Signature of Notary Public

VINCENT P. WALL Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



12

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS -- JUNE 2004

Name: Ben + Lesta Chestnut  
Address: 926 Carolina Way Avon, In. 46123  
Lot Number: 22

I, hereby accept all the above:  
[Signature]

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6-15-04  
Lesta Chestnut

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: 6-15-04

Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Ben + Lesta Chestnut And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

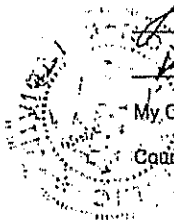
Witness my hand and seal this 15<sup>th</sup> day of June 2004.

[Signature] Signature of Notary Public

WINCOAT P. WALL Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



13

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Kim L. Faria

Address: 876 Darlington Dr.

Lot Number: 25

I, hereby accept all the above:  
[Signature]

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6-14-04  
n/a

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Kim Faria, and acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

Witness my hand and seal this 14 day of JUNE, 2004.

Constance G. Howard Signature of Notary Public

CONSTANCE G. HOWARD Printed Name of Notary Public

My Commission Expires: 9/8/06

County of Residence: MARION



14

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: LARRY D. MARKER  
Address: 860 DARLINGTON DRIVE  
Lot Number: 27

I, hereby accept all the above:  
Larry D. Marker

I, hereby decline all the above:  
[Signature] YJM

Date: 4/14/04  
Linda J. Marker

Date: [Signature]  
[Signature]

Date: 6/16/04

Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Larry D. Marker & Linda J. Marker And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

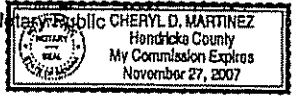
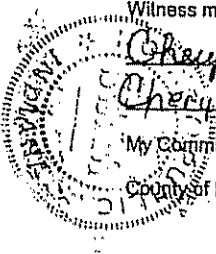
Witness my hand and seal this 16th day of June 2004.

Cheryl D. Martinez, Signature of Notary Public

Cheryl D. Martinez, Printed Name of Notary Public

My Commission Expires: Nov 27, 2007

County of Residence: Hendricks



15

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Michael & Asynthia Sural

Address: 852 Darlington Dr.

Lot Number: 28

I, hereby accept all the above:  
Michael Sural

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6-15-04  
Asynthia Sural

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: 6-15-04

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Michael & Asynthia Sural and acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

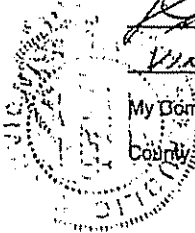
Witness my hand and seal this 15<sup>th</sup> day of June, 2004.

Winston P. Wall, Signature of Notary Public

Winston P. Wall, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



16

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Kerry Sheckles  
Address: 842 Darlington Dr Ames 46123  
Lot Number: 29

I, hereby accept all the above:  
[Signature]

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/16/04

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Kerry Sheckles And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed

I Witness my hand and seal this 16th day of June, 2004

[Signature], Signature of Notary Public

Cheryl D. Martinez, Printed Name of Notary

My Commission Expires: Nov 27, 2007

County of Residence: Hendricks



17

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Wallace J. Mack

Address: 830 Darlington Dr

Lot Number: 30

I, hereby accept all the above:

Wallace J. Mack

Date: 6-15-04

I, hereby decline all the above:

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Wallace J. Mack, and acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed

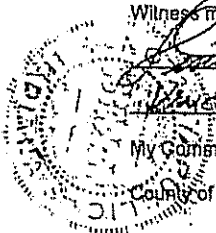
Witness my hand and seal this 15<sup>th</sup> day of June, 2004.

[Signature], Signature of Notary Public

Vincent P. Wall, Printed Name of Notary Public

My Commission Expires: 11/5/2006

County of Residence: HENDRICKS





AB

**CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004**

Name: ALICIA WYATT + KEVIN WYATT

Address: 855 COLUMBIA COURT AVON IN 46123

Lot Number: 31 + 32

I, hereby accept all the above:

I, hereby decline all the above:

Alicia Wyatt

\_\_\_\_\_

Date: JUNE 15, 2004

Date: \_\_\_\_\_

Kevin Wyatt

\_\_\_\_\_

Date: JUNE 15, 2004

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner ALICIA WYATT + KEVIN WYATT and acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

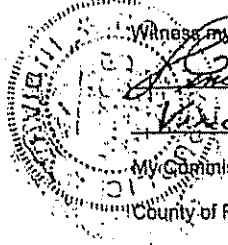
Witness my hand and seal this 15<sup>th</sup> day of June 2004.

Vincent P. Wall Signature of Notary Public

VINCENT P. WALL Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



19

**CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004**

Name: ALICIA WYATT & KEVIN WYATT

Address: 855 COLUMBIA COURT, AVON, IN 46123

Lot Number: 32

I, hereby accept all the above:

Alicia Wyatt

I, hereby decline all the above:

\_\_\_\_\_

Date: JUNE 15, 2004

Date: \_\_\_\_\_

Kevin Wyatt

\_\_\_\_\_

Date: JUNE 15, 2004

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner ALICIA WYATT & KEVIN WYATT. And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

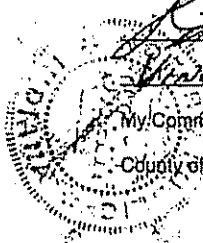
Witness my hand and seal this 15<sup>th</sup> day of June 2004.

Garrett P. Wall, Signature of Notary Public

Garrett P. Wall, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



20

**CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004**

Name: Michael & Ivy Wernke  
Address: 875 Columbia Ct. Avon, In 46123  
Lot Number: 33

I, hereby accept all the above:  
Michael J. Wernke

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6-14-04  
Ivy L. Wernke

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: 6-14-04

Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public in and for said County and State, personally appeared the above lot owner Michael & Ivy Wernke And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

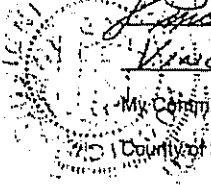
Witness my hand and seal this 15<sup>th</sup> day of June, 2004.

Vincent P. Wall, Signature of Notary Public

VINCENT P. WALL, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



21

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Philip and Angela Minkner

Address: 883 COLUMBIA CT AVON, IN. 46123

Lot Number: 34

I, hereby accept all the above: Angela Minkner I, hereby decline all the above: \_\_\_\_\_

Date: 06-14-04 Date: \_\_\_\_\_

Philip M. Minkner

Date: 6-14-04 Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner \_\_\_\_\_ And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

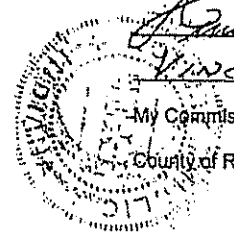
Witness my hand and seal this 14th day of June, 2004.

Vincent P. Wall, Signature of Notary Public

VINCENT P. WALL, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



77

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Christopher & Shannon Witherspoon

Address: 885 Columbia Court, In Hall 23

Lot Number: 35

I, hereby accept all the above:  
Christopher Witherspoon

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6-15-04

Date: \_\_\_\_\_

Shannon Witherspoon

\_\_\_\_\_

Date: 6-15-04

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Christopher & Shannon Witherspoon And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

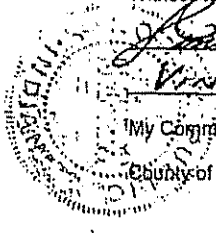
Witness my hand and seal this 15 day of June 2004.

Wincent P. Wall, Signature of Notary Public

WINCENT P. WALL, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: Hendricks



23

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: GRANT BENTRUD & HARRIET BENTRUD

Address: 880 COLUMBIA CT

Lot Number: 36

I, hereby accept all the above:  
[Signature]

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/15/04

Date: \_\_\_\_\_

[Signature]

Date: 6/15/04

Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Grant & Harriet Bentrud And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

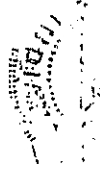
Witness my hand and seal this 15<sup>th</sup> day of June 2004.

[Signature] Signature of Notary Public

VINCENT P. WHEEL Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



24

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: BARBARA + GERALD NAY

Address: 848 COLUMBIA COURT

Lot Number: 38

I, hereby accept all the above:

I, hereby decline all the above:

Gerald Nay

\_\_\_\_\_

Date: 6/15/04

Date: \_\_\_\_\_

Barbara Nay

\_\_\_\_\_

Date: 6/15/04

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Barbara & Gerald Nay. And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

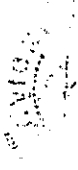
Witness my hand and seal this 15<sup>th</sup> day of June 2004.

Vincent P. Wall, Signature of Notary Public

VINCENT P WALL, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



25

**CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004**

Name: John & Janice Pittman

Address: 836 Columbia Court Avon, In 46123

Lot Number: 39

I, hereby accept all the above:  
[Signature]

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/14/04

Date: \_\_\_\_\_

[Signature]

\_\_\_\_\_

Date: 6/14/04

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner John & Janice Pittman, and acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

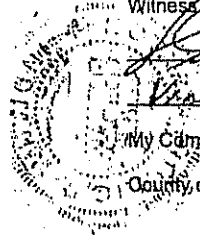
Witness my hand and seal this 15<sup>th</sup> day of June 2004.

[Signature], Signature of Notary Public

Vincent P. Wall, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS





76

**CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004**

Name: WILLIAM & JANE LEE

Address: 816 Columbia Ct.

Lot Number: 41

I, hereby accept all the above:  
[Signature]

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/15/04

Date: \_\_\_\_\_

[Signature]

\_\_\_\_\_

Date: 6/15/04

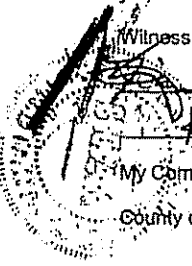
Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner William & Jane Lee, and acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

Witness my hand and seal this 15<sup>th</sup> day of June 2004.



[Signature], Signature of Notary Public

Kim L. Lee, Printed Name of Notary Public

My Commission Expires: 8-12-08

County of Residence: Union

27

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Chris + Michelle Trudeau

Address: 809 Darlington Dr

Lot Number: #3

I, hereby accept all the above:  
Chris + Michelle

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/16/04  
Michelle M. Trudeau

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: 10/16/04

Date: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Chris + Michelle Trudeau and acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

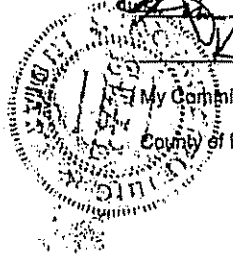
Witness my hand and seal this 16<sup>th</sup> day of June 2004.

[Signature] Signature of Notary Public

Kim L. Fair Printed Name of Notary Public

My Commission Expires: 8-17-2008

County of Residence: Madison



28

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Robert and Tracy Peck

Address: 805 Darlington Dr

Lot Number: 47

I, hereby accept all the above:  
[Signature]

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6/15/04

Date: \_\_\_\_\_

Tracy G. Peck

\_\_\_\_\_

Date: 6/15/04

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner TRACY PECK,  
And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

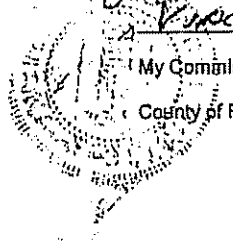
Witness my hand and seal this 15TH day of JUNE, 2004.

[Signature], Signature of Notary Public

VINCENT P. WALL, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



29

CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Tim & Angie Browder

Address: 873 DARLINGTON DR

Lot Number: 48

I, hereby accept all the above:  
[Signature]

I, hereby decline all the above:  
\_\_\_\_\_

Date: Jun 15, 2004

Date: \_\_\_\_\_

Angie Browder

\_\_\_\_\_

Date: Jun 15, 2004

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Tim & Angie Browder And acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

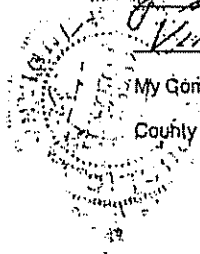
Witness my hand and seal this 15<sup>th</sup> day of June 2004.

[Signature], Signature of Notary Public

KENNETH P. WALL, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



CAROLINA COMMONS  
RESTRICTIVE COVENANTS AMENDMENTS/ADDENDUMS - JUNE 2004

Name: Sandra Pettitt

Address: 891 Carolina Way

Lot Number: # 51

I, hereby accept all the above:  
Sandra Pettitt

I, hereby decline all the above:  
\_\_\_\_\_

Date: 6-15-04

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above lot owner Sandra Pettitt and acknowledge the execution of the above and foregoing protective covenants as their voluntary act and deed.

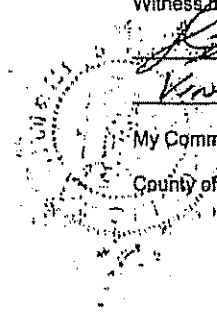
Witness my hand and seal this 15<sup>th</sup> day of June, 2004.

Vincent A. Wall, Signature of Notary Public

Vincent A. Wall, Printed Name of Notary Public

My Commission Expires: 11/15/2006

County of Residence: HENDRICKS



200500010508  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
04-12-2005 At 10:24 am.  
COVENANTS 18.00

CAROLINA COMMONS SUBDIVISION  
AMENDMENT TO COVENANTS, LIMITATIONS AND RESTRICTIONS

WHEREAS, Carolina Commons Subdivision, located in Hendricks County, Indiana, is a subdivision, consisting of 2 sections, as more fully described in the legal description attached hereto as Exhibit "A" (hereinafter "Carolina Commons");

WHEREAS, Carolina Commons was allegedly encumbered by Restrictive Covenants recorded on the 16<sup>th</sup> day of September, 1998 as Instrument Number 9800024906 in the Office of the Recorder of Hendricks County, Indiana (hereinafter "Original Covenants"). The enforceability of the Original Covenants has been questioned due to certain irregularities contained in the Original Covenants, including the fact that the Restrictive Covenants were not executed by the then Owner of Carolina Commons;

WHEREAS, lots 1, 2, 7, 8, 9, 10, 11, 12, 13, 15, 17, 18, 21, 22, 24, 25, 26, 27, 37, 42, 44, 45, 46, 49, 50, 51, 52 and 53 in Section One of Carolina Commons were allegedly restricted by covenants recorded by the owner of those lots on the 13<sup>th</sup> day of August, 2001, by recording Instrument Number 200100023594 in the Office of the Recorder of Hendricks County, Indiana (hereinafter "First Amended Covenants");

WHEREAS, several individual lot owners in Section One of Carolina Commons, allegedly amended the Original Covenants and First Amended Covenants, by recording a document entitled Carolina Commons Restrictive Covenants Amendments/Addendum - June 2004 as Instrument Number 200400019087 in the Office of the Recorder of Hendricks County, Indiana (hereinafter "Second Amended Covenants");

WHEREAS, if the Original Covenants, First Amended Covenants and Second Amended Covenants (collectively referred to as "All Covenants") are valid and enforceable (a proposition that is not conceded), then All Covenants may be amended by the owners of a majority of the lots in Carolina Commons pursuant to Section 16 of the Original Covenants, Section 4 of the First Amended Covenants and Section 10 of the Second Amended Covenants.

NOW, THEREFORE, the undersigned, being the owner of twenty (23) lots in Carolina Commons and the holder of at least four (4) proxies from other Carolina Commons lots, together being in excess of a majority of the current lot owners, pursuant to Section 16 of the Original Covenants, Section 4 of the First Amended Covenants and Section 10 of the Second Amended Covenants, hereby amends All Covenants as follows:

209270-1

413

2

1. The Original Covenants are hereby amended pursuant to paragraph 16 of the Original Covenants as follows:

a) Paragraph 4 (h) shall be added as follows:

- 1) The Architectural Control Committee appointed by Lockridge, Inc., as the designee of Carolina Commons Inc. as set forth in the Carolina Commons Subdivision Transfer of All Rights Associated with the Architectural Control Committee executed by Carolina Commons, Inc. and recorded as Instrument #200400006832 in the Office of the Recorder of Hendricks County and reaffirmed by the Carolina Commons Subdivision Transfer of All Rights Associated with the Architectural Control Committee and Waiver of Rights to Remonstrate Against Future Changes to the Restrictive Covenants executed by Robert W. Leasure, Jr., as Trustee of the Bankruptcy Estate of Royal Haven Builders, Inc. and recorded as Instrument #200400006331 in the Office of the Recorder of Hendricks County, shall hereby consist of Tom Flanagan, Teresa Dowdy and Marianne Jarvis, or their successors or assigns. These three individuals shall remain the Architectural Control Committee until such time as homes are built on all lots in Section I and Section II of Carolina Commons. The composition of the Architectural Control Committee shall not be subject to amendment pursuant to the Original Covenants, or otherwise;
- 2) The Architectural Control Committee shall have the right to amend or grant exceptions to any and all architectural standards contained in All Covenants in their sole discretion, except those architectural standards specifically set forth in paragraph 4 of the Original Covenants;

b) Paragraph 4 (i) shall be added as follows:

No signs shall be displayed or erected in Carolina Commons on any lot or within any structure in an area that is visible from the outside of the structure, except for the following:

- 1) For Sale signs with a licensed realtor which does not exceed four (4) square feet and any reasonable sized "Take One" box of advertising materials regarding the sale of a home;

- 2) Any advertising signs for model homes;
- 3) Any sign typically associated with the construction of a new home, including but not limited to signs displaying building permits; and
- 4) A home security sign no larger than one (1) square foot.

Any violator of this restriction on signage shall be obligated to pay a daily fine of One Hundred Dollars (\$100.00). The Architectural Control Committee shall have the right to record a lien against any lot where any such sign has been displayed and shall charge One Hundred Dollars (\$100.00) per day for each sign displayed in violation of this provision. The Architectural Control Committee shall have the right to enforce the lien against any lot displaying an inappropriate sign by foreclosing on that lot for payment of the fine and to enjoin any lot owner from displaying an inappropriate. If such action is taken, the Architectural Control Committee shall have the right to collect, in addition to any fines, reasonable attorneys' fees and other litigation costs incurred in enforcing this provision.

- c) Paragraph 4 (j) shall be added as follows:

The Architectural Control Committee has previously approved plans for construction of home sites. Any such prior approvals are hereby ratified.

- d) Paragraph 16 of the Original Covenants shall be amended by requiring that any amendment or change to the Original Covenants shall occur only upon the recordation of a written amendment executed by seventy-five percent (75%) of the lot owners in both Sections I and II of Carolina Commons. For purposes of determining this percentage, Section II of Carolina Commons shall be deemed to contain 52 lots. Provided, however, no amendment shall be permitted of the provisions regarding architectural standard nor the powers of the Architectural Control Committee;

2. The First Amendment is hereby amended pursuant to paragraph 4 thereof by terminating the First Amendment;

3. The Second Amendment is hereby amended by terminating the Second Amendment as set forth in paragraph 7 thereof;

These covenants, as amended, shall run with the land and be binding on all persons claiming under them for a period of 25 years from the date of recording. These covenants, as hereby amended, shall automatically be extended for successive periods of ten years.




A

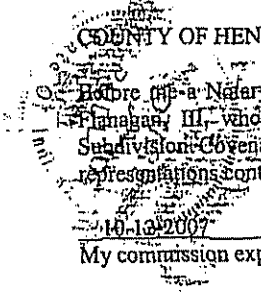
IN WITNESS THEREOF, KBRG of Indianapolis, Inc., as the owner of certain lots in Carolina Commons and pursuant to voting proxies given by various owners of other lots in Carolina Commons, approves the above Amendment to the Covenants, Limitations and Restrictions and all previous amendments thereto this 18<sup>th</sup> day of April, 2005.

KBRG OF INDIANAPOLIS, INC.  
as owner of Lots 11, 12, 26, 37, 42, 44, 45, 46, 49,  
50, 52, 53, 1, 2, 7, 8, 9, 10, 15, 17, 18 21 and 24

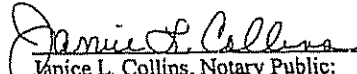
KBRG OF INDIANAPOLIS, INC.  
as the holder of Voting Proxies for lots 13, 28, 34  
and 39 in Carolina Commons, Section I

  
Thomas P. Flanagan III

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS )



Before me a Notary Public in and for said County and State, personally appeared Thomas P Flanagan, III, who acknowledged the execution of the Amendment to Carolina Commons Subdivision Covenants, Limitations and Restrictions, having been duly sworn, state that the representations contained herein are true.

  
Janice L. Collins, Notary Public:

10-13-2007  
My commission expires:

Marion  
County of residence

This instrument prepared by:

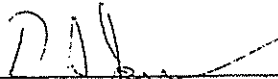
Jeffrey W. Scripture  
HARRISON & MOBERLY, LLP  
11611 North Meridian Street, Suite 150  
Carmel, IN 46032  
(317) 639-4511 - Phone  
(317) 574-6055 - Fax

AMENDMENT TO CAROLINA COMMONS  
SPECIAL RESTRICTIVE COVENANTS

The undersigned being a majority of lot owners affected by the Carolina Commons Special Restrictive Covenants which were recorded as Instrument No. 2001-00023594 in the Office of the Recorder of Hendricks County, Indiana on the 13<sup>th</sup> day of August, 2001, (hereinafter "Special Covenants") hereby amend the Carolina Commons Special Restrictive Covenants as follows:

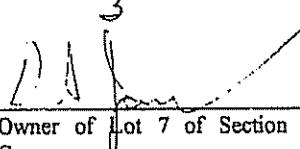
1. Pursuant to Paragraph 4 of the Special Covenants, the Special Covenants can be amended by a majority of the owners of the lots effected by the Special Covenants.
2. A majority of the owners of the lots effected by the Special Covenants amend the Special Covenants as follows:

Paragraphs 1, 2, 3, and 4 shall be eliminated in their entirety.

  
\_\_\_\_\_  
Owner of Lot 1 of Section 1, Carolina  
Commons

2  
Owner of Lot 2 of Section 1, Carolina  
Commons

222887-1

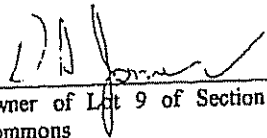
3  
  
Owner of Lot 7 of Section I, Carolina  
Commons

222887-1

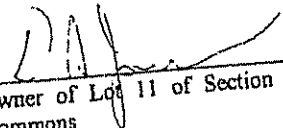
4  
27A  
Owner of Lot 8 of Section I, Carolina  
Commons

222887-1

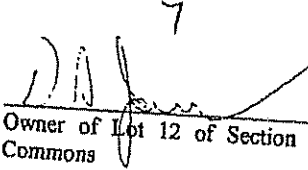
5

  
\_\_\_\_\_  
Owner of Lot 9 of Section I, Carolina  
Commons

222887-1

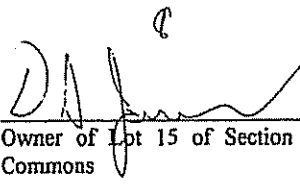
6  
  
Owner of Lot 11 of Section 1, Carolina  
Commons

222887-1

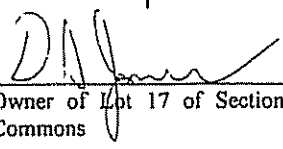
7  
  
Owner of Lot 12 of Section I, Carolina  
Commons

222887-1



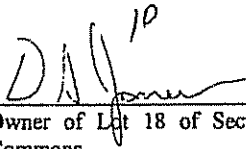
  
Owner of Lpt 15 of Section I, Carolina  
Commons

222887-1

9  


Owner of Lpt 17 of Section I, Carolina  
Commons

222887-1

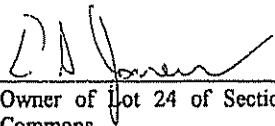
  
Owner of Lot 18 of Section I, Carolina  
Commons

222887-1

11  
DAG  
Owner of Lot 21 of Section I, Carolina  
Commons

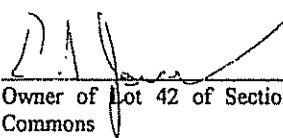
222887-1

12

  
Owner of Lot 24 of Section 1, Carolina  
Commons

222887-1

13

  
Owner of Lot 42 of Section 1, Carolina  
Commons

222887-1

14  
Owner of Lot 44 of Section 1, Carolina  
Commons

222887-1

15  
Owner of Lot 45 of Section I, Carolina  
Commons

222887-1



14  
Owner of Lot 46 of Section 1, Carolina  
Commons

222887-1

2/17  
Owner of Lot 49 of Section I, Carolina  
Commons

222887-1

18  
D. Jones  
Owner of Lot 50 of Section I, Carolina  
Commons

STATE OF VA )  
COUNTY OF Henrico )§:

Before me, a Notary Public in and for said county and state, personally appeared Doug Jones, Managing Member of KBRG of Indianapolis, LLC, who acknowledged the execution of the foregoing Amendment to Carolina Commons Special Restrictive Covenants, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 11 day of August, 2005

A. Chowdhury

NOTARY PUBLIC

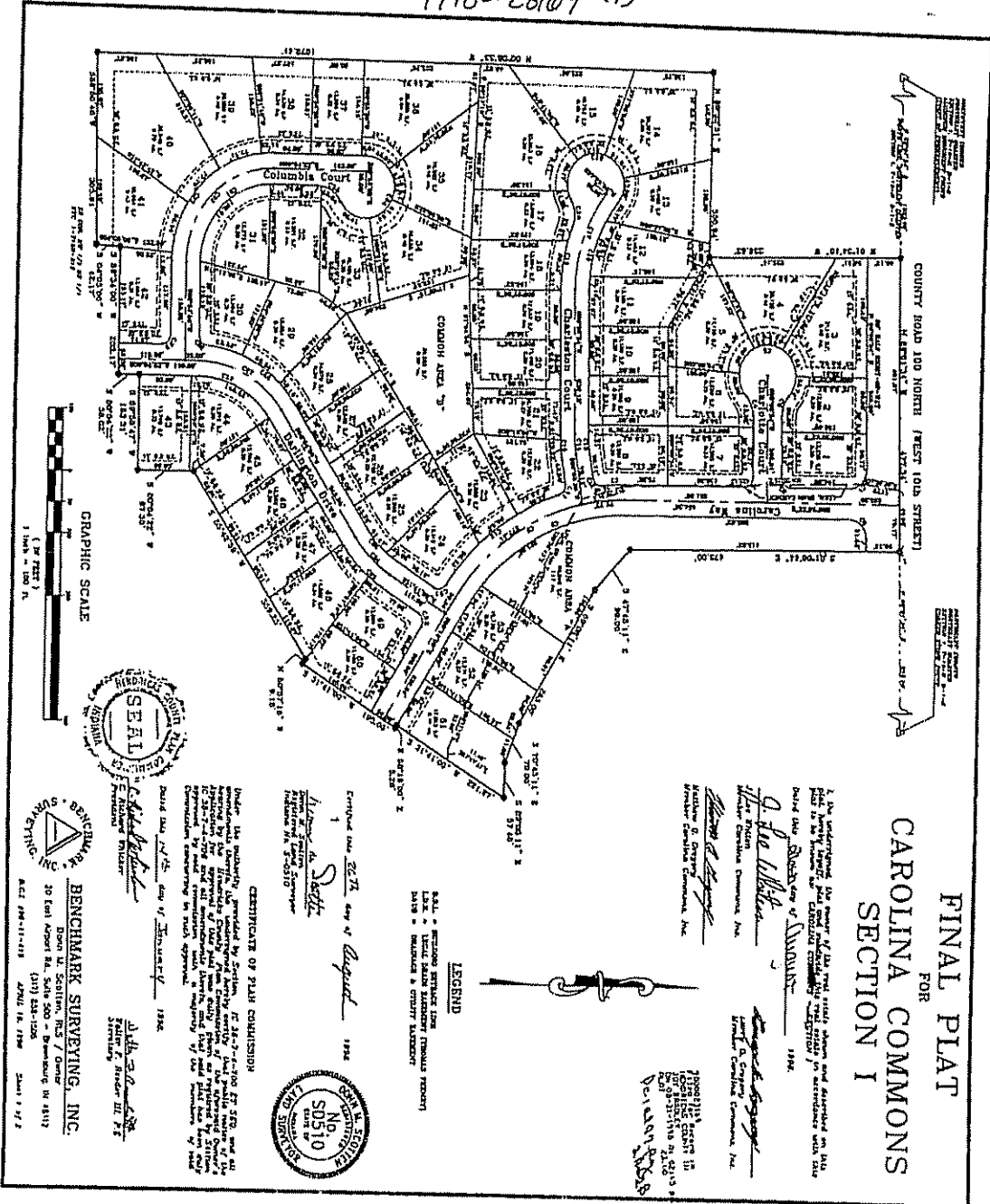
My Commission Expires: 9/30/2007

County of Residence: Chesterfield

THIS INSTRUMENT PREPARED BY:

Jeffrey W. Scripture  
HARRISON & MOBERLY, LLP  
11611 North Meridian Street, Suite 150  
Carmel, IN 46032  
(317) 639-4511 - Phone  
(317) 574-6055 - Fax

1998-23109 (1)



**FINAL PLAT**  
FOR  
**CAROLINA COMMONS**  
**SECTION I**

I, the undersigned, the owner of the land shown and described on this plat hereby certify that the same are the common sections of subdivision and that the same are in accordance with the plat of subdivision on file in the office of the Register of Deeds for the County of Annapolis, Maryland.

Dated this 23rd day of November, 1988.  
*[Signature]*  
President  
Carolina Commons, Inc.  
*[Signature]*  
President  
Carolina Commons, Inc.

1988 NOV 23 10 50 AM  
REGISTER OF DEEDS  
ANNAPOLIS, MARYLAND

**LEGEND**  
SOLID & DOTTED LINES  
SHOW THE BOUNDARIES OF THE COMMONS  
DASHED LINES SHOW THE BOUNDARIES OF THE COMMONS



**CERTIFICATE OF FILE COMMISSIONER**  
Under the authority provided by Section 17-241 of the Code of Annapolis, I hereby certify that the above described plat of subdivision is in accordance with the laws of the State of Maryland and that the same are in accordance with the laws of the State of Maryland and that the same are in accordance with the laws of the State of Maryland.

Dated this 23rd day of November, 1988.  
*[Signature]*  
Commissioner  
Department of Assessments and Taxation  
Annapolis, Maryland



**BENCHMARK SURVEYING, INC.**  
30 East Annapolis Rd., Suite 200, Annapolis, MD 21403  
(410) 293-1000  
MD REG. #11-1118 APRIL 18, 1984 EXPIRES 1/1/92







# SECONDARY PLAT FOR CAROLINA COMMONS SECTION II

## CERTIFICATE OF SURVEY

A part of the Southern Quarter of Section 1, Township 11 North, Range 1 East in Washington Township, Eschscholtz County, Indiana, being more particularly described as follows:

Commencing at an existing corner mark representing the Northern corner of said Southern Quarter Section Thence North 89 degrees 04 minutes 31 seconds East bearing natural lands are based on the description recorded in Book 100, Page 107, in the Office of the Recorder of Eschscholtz County, Indiana, and along the North line of said Quarter Section 181.50 feet to a natural point representing the Northern corner of Section Thence South 89 degrees 04 minutes 31 seconds East bearing natural lands, Eschscholtz County, Indiana, per the plat thereof recorded in Plat Book 8, Page 102, in the Office of the Recorder of Eschscholtz County, Indiana; Thence the following line (1) described course being on and along the boundary of said Section Thence South 89 degrees 04 minutes 31 seconds East 178.50 feet (2) North 89 degrees 04 minutes 31 seconds East 93.00 feet (3) North 89 degrees 04 minutes 31 seconds East 93.00 feet (4) North 89 degrees 04 minutes 31 seconds East 93.00 feet (5) North 89 degrees 04 minutes 31 seconds East 93.00 feet to the POINT OF BEGINNING of the Eschscholtz County Survey, Thence South 89 degrees 04 minutes 31 seconds East on and along the North boundary of said Section 181.50 feet to a point in the center of County Road 900 feet East of established by Survey made thereon South 89 degrees 04 minutes 31 seconds East on and along said centerline 184.50 feet; Thence South 89 degrees 04 minutes 31 seconds East 184.50 feet to a point on the East line of the East 1/2 of said Quarter Section Thence North 89 degrees 04 minutes 31 seconds East on and along said East 1/2 line 181.50 feet to the Southern corner of the Southern Quarter of said Quarter Section, said point also being a Southern corner of Eschscholtz County, Indiana, a subdivision in Washington Township, Eschscholtz County, Indiana, per the plat thereof recorded in Plat Book 1, Side 19, Page 10, in the Office of the Recorder of Eschscholtz County, Indiana; Thence the following line (6) described course being on and along the boundary of said Eschscholtz County, Indiana, subdivision (1) North 89 degrees 04 minutes 31 seconds East 93.00 feet (2) North 89 degrees 31 minutes 31 seconds East 203.17 feet (3) North 89 degrees 04 minutes 31 seconds East 93.00 feet (4) North 89 degrees 04 minutes 31 seconds East 93.00 feet (5) North 89 degrees 04 minutes 31 seconds East 93.00 feet (6) North 89 degrees 04 minutes 31 seconds East 93.00 feet (7) North 89 degrees 04 minutes 31 seconds East 93.00 feet (8) North 89 degrees 04 minutes 31 seconds East 93.00 feet (9) North 89 degrees 04 minutes 31 seconds East 93.00 feet (10) North 89 degrees 04 minutes 31 seconds East 93.00 feet (11) North 89 degrees 04 minutes 31 seconds East 93.00 feet (12) North 89 degrees 04 minutes 31 seconds East 93.00 feet to the POINT OF BEGINNING and containing 77.64 acres, more or less, subject to all restrictions, rights-of-way and easements of record.

The within described plat and volume represents the plat and volume as determined by a land title survey prepared by Benchmark Surveying, Inc., and certified by State of Indiana on May 11, 1997 and is recorded in Eschscholtz County, Indiana, in the Office of the Recorder of Eschscholtz County, Indiana. The within described plat and volume are not derived from the chain survey referenced herein, or any other prior subdivision plat or volume, or any other plat or volume, and the survey was conducted in accordance with the rules and regulations of the Eschscholtz County Surveyors Association, Indiana, and the rules and regulations of the Eschscholtz County, Indiana, and the rules and regulations of the Eschscholtz County, Indiana, and the rules and regulations of the Eschscholtz County, Indiana.

Witness my hand and seal of Eschscholtz County, Indiana, this 12th day of November, 2004.

*Donna M. Swartz*  
Donna M. Swartz  
Eschscholtz County Surveyor  
Eschscholtz County, Indiana



A plat of the Southern Quarter of Section 1, Township 11 North, Range 1 East in Washington Township, Eschscholtz County, Indiana, being more particularly described as follows:

The plat and volume represents the plat and volume as determined by a land title survey prepared by Benchmark Surveying, Inc., and certified by State of Indiana on May 11, 1997 and is recorded in Eschscholtz County, Indiana, in the Office of the Recorder of Eschscholtz County, Indiana.

The Eschscholtz County Surveyors Association, Indiana, and the rules and regulations of the Eschscholtz County, Indiana, and the rules and regulations of the Eschscholtz County, Indiana, and the rules and regulations of the Eschscholtz County, Indiana.

### LOT WIDTH AS MEASURED AT THE FRONT BUILDING SETBACK LINE

LOT #	LOT WIDTH AT BSL	LOT #	LOT WIDTH AT BSL	LOT #	LOT WIDTH AT BSL
54	81.00'	74	92.00'	94	131.11'
55	81.23' (CORNER)	75	92.00'	95	92.50'
56	81.46' (CORNER)	76	92.00'	96	92.50' (CORNER)
57	81.69'	77	92.00'	97	92.00'
58	81.92'	78	10.13'	98	92.00'
59	82.15'	79	83.23'	99	92.00'
60	82.38'	80	83.23'	100	92.00'
61	82.61'	81	92.13'	101	181.10' (CORNER)
62	82.84'	82	92.00'	102	92.00'
63	83.07'	83	92.00'	103	92.00'
64	83.30'	84	92.13'	104	92.00'
65	83.53'	85	118.13' (CORNER)	105	92.00'
66	83.76'	86	118.13'	106	92.00'
67	83.99'	87	92.13'	107	183.83' (CORNER)
68	84.22'	88	92.00'	108	92.00'
69	84.45'	89	92.23'	109	92.00'
70	84.68'	90	101.14'	110	92.00'
71	84.91'	91	92.00'	111	92.00'
72	85.14'	92	92.00'		
73	85.37'	93	118.23'		

LINE FROM BENCHMARK	
REGULATED FIRE FRONT - 2017 1/2"	
150' LINEAR FEET OF 1/2" REP	150' LINEAR FEET OF 1/2" REP
300' LINEAR FEET OF 1/2" REP	300' LINEAR FEET OF 1/2" REP
450' LINEAR FEET OF 1/2" REP	450' LINEAR FEET OF 1/2" REP

OPEN GRUBS	
150' LINEAR FEET OF OPEN GRUBS	

PRESERVATION TREE MANAGEMENT FACTORS	
SEVERE DRY 2017 1/2"	

- 1'-4" SHOULDER BUILT RECESSED CONCRETE FOUNDATION STANDARDS
- MINIMUM 10% DRAIN SLOPE
- MINIMUM 10% DRAIN SLOPE
- MINIMUM 10% DRAIN SLOPE
- 18" OR 24" S.P. (CONCRETE)

**BENCHMARK SURVEYING, INC.**  
Donna M. Swartz, RLS / Owner  
23 E. Chicago St., Suite 300 - Indianapolis, IN 46101  
Phone (317) 634-1500 • Fax (317) 634-1507  
122 / 10-10-10 1000' x 100' 1000' x 100'

## CONSENT OF OWNER

The undersigned owner of the plat and volume hereby certifies that they have read the plat and volume and that they have approved the same and that they have authorized the Eschscholtz County Surveyors Association, Indiana, to execute the same and to file the same in the Office of the Recorder of Eschscholtz County, Indiana.

The undersigned owner of the plat and volume hereby certifies that they have approved the same and that they have authorized the Eschscholtz County Surveyors Association, Indiana, to execute the same and to file the same in the Office of the Recorder of Eschscholtz County, Indiana.

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The undersigned owner of the plat and volume hereby certifies that they have approved the same and that they have authorized the Eschscholtz County Surveyors Association, Indiana, to execute the same and to file the same in the Office of the Recorder of Eschscholtz County, Indiana.

Witness my hand and seal of Eschscholtz County, Indiana, this 12th day of November, 2004.

*Donna M. Swartz*  
Donna M. Swartz  
Eschscholtz County Surveyor  
Eschscholtz County, Indiana

Before me, a Notary Public in and for the State of Indiana, personally appeared the above and subscribed the execution of this instrument and that they are the owners and possessors of the premises therein described and that they have approved the same and that they have authorized the Eschscholtz County Surveyors Association, Indiana, to execute the same and to file the same in the Office of the Recorder of Eschscholtz County, Indiana.

*Donna M. Swartz*  
Donna M. Swartz  
Eschscholtz County Surveyor  
Eschscholtz County, Indiana

### CERTIFICATE OF PLAT RECORDS

The undersigned hereby certifies that the plat and volume have been recorded in the Office of the Recorder of Eschscholtz County, Indiana, and that they have approved the same and that they have authorized the Eschscholtz County Surveyors Association, Indiana, to execute the same and to file the same in the Office of the Recorder of Eschscholtz County, Indiana.

Witness my hand and seal of Eschscholtz County, Indiana, this 12th day of November, 2004.

*C. Richard Whisenand*  
C. Richard Whisenand  
Eschscholtz County Surveyor  
Eschscholtz County, Indiana