RESTRICTIVE COVENANTS OF DEERFIELD FARMS

λq estate located in Morgan County, attached hereto and made (Developers), Husband and Wife, reference, WHEREAS, Andrew and to ₽. Эe known as Rendleman a part hereof and are owners Indiana, described DEERFIELD and Freda FARMS: incorporated hereby of certain Ħ Rendleman, in Exhibit real

estate, Husband and Wife, execute Land Sales Contracts as WHEREAS, and Andrew R. desire Rendleman and Freda to convey to portions deeds to various individuals H. Rendleman Of. said real

0 title. the shall inure such owners execution parties covenants maintenance ţ deed conveying titled to held, subject said real real declare the WHEREAS, Andrew R. Rendleman and Freda H. odw mutual estate, conveyed, encumbered, leased, shall 0£ ţ are that 0fi subject the benefit said lands benefit of all purchasers and said Contract run with successors their lands as hereby real to estate these F OF adopt these the land estate and to these of the to them, and the acceptance any the purchase to certain restrictive restrictive covenants, which portion of said described in owners and be restrictive restrictive roadways used, thereof shall and successors binding for occupied, Exhibit "A" shall installed lands or Rendleman covenants covenants noqu the use covenants Off. owned subject ų. and desir

adopted MON for THEREFORE, said real the estate: following restrictive covenants are

known ASSOCIATION, not-for-profit ន the All INC., owners Indiana formed OH. corporation General the subject pursuant Not-For-Profit ťο to real estate be known as Indiana Corporation Code shall be DEERFIELD FARMS 23-7-1.1-1 et. members

membership event contract, contract. Only of multiple of. one the in any the membership Association. Each contract corporate ownership tract shall shall purchaser affair and where exist have only nogn shall for Ø exhibiting tract each one 9 9 entitled vote has tract, been sold his in the i, to or S the

下で発性

- shall vote 2 bу The 0 f continue Andrew 75% Association O.H **⋈** r Tn the Rendleman and existence members shall эd thereafter F∵eda initially 江: • until Rendleman incorporated terminated (Developers) and
- have maintenance January notice president the a11 the all Auditor's t 0 private Indiana ∐ Մ other The be shall Ŏ, Levies mailed affairs the powers roads General **р**е Transfer succeeding 9 responsible to all within Off: vested in his office association dues. Not-For-Profit the Books owners of record as DEERFIELD Association shall calendar year for S S Off. the December FARMS. Corporation maintenance The Āq as president He 40 9d 31, determined any road shall governed Act on or and shall repair cause before
- covenants such buildings for building construction shall establishing The have plans Board the ţ SO sufficient nogu the as O.H power requirements to maintain Directors any to determine tract levies for shall prior to the conformity of cf. the these 90 road maintenance responsible the commencement conformity restrictive any

Indiana Law

- general the good dues The for Of. Board shall the membership. the conduct also have O_{ff} the the affairs of power ťο the asses Association
- Association restrictive Indiana adopt с· General appropriate The covenants Board of Not-For-Profit by-laws and Directors to govern ä, Corporation has, implementation the pursuant affai Act, 14 ţ of these Off. the the power

- staggered initial election of Ď O than three elected for The ä, three for Воа nor more Ω rd years, term of o H directors, a term of Directors 08 than five members three that one t a years. shall consist of their year, least terms one one However, and each direct for director will two not a t
- days secretary or by otherwise the Q. before at Articles O on the member ۲. 7:00 the The established by called, shall be delivered or mailed by the Ø the place, p.m. special meeting, annual meeting records of date O.F. the on the record entitled Incorporation, day and hour officer of of the corporation the meeting. last the By-Laws. ö O_{ff} the Monday person the of the meetings at to purpose membership the vote in March calling Written notice address which a a at that least the meeting which unless shall and, meeting ten
- systems, accept the the roadways subject acceptance several owners such roads μ roads real the shall the event plat as estate ខ្លួន Ьe 08 public finally mutual of attached as Morgan County designated shall be dedicated tracts highways constructed easements in DEERFIELD FARMS on the plat Exhibit 20 9 50 otherwise, a municipality into "A" E C C rt R the Or for the р. Н. survey public highway the width as public the roads shall 0f

S) D) ŗ. the the Association, real Road Maintenance ard members estate, serviceable, within of: cost attorney subordinate the ω O Off. 0f together days tract, the maintaining and repairing condition fees. Levy, which shall 0f association by and may with receipt of to any Said shall interest, be liens purchase рe foreclosed notice by the borne assessments, shall be a lien against 00% money mortgage Λ̈́q ណ Ď such ġ, the in the the collection, president several liability

mortgages the Associat are ω 0 foreclosed and, each ion by judicial calendar year in any proceedings event, must as real estate 9Q fully paid

- public on individual ហ All tracts utilities surveys or mutual shall 9d of tracts subject easments t O for easeme drainage ä ίn ä. ည လ set
- with addi.tional right one smaller single DEERFIELD to subdivide parcels. lands family FARMS c† any tracts of which they dwelling Developers also Exhibit shall be exclusively residential "A" rəd tract reserve Developers the retain right ownership ςţ
- tract personal ۲. ن permitted. professional 7. owner automobile work hobby, No for commercial Z O Or offices personal auto repair for hire whatsoever mechanics activity, are use of motor permitted. and not or body including vehicles #OK Z work shall resale commercial home licensed or welding or be ը. Ծ occupations permitted permitted to agriculture
- than 48 five consecutive H motor no event vehicles hours t D any time thereon for shall any any period tract in exces have more
- 9 Z O into owners smaller subsequent to parcels these developers shal بز

ij convenants approved detached DEERFIELD permit, such construction The maintenance in writing by All plans for Board and and FARMS consistent shall shall Q'r O_{ff} carports ტ ტ the determine the is pursuant construction consistent with highest Board and fencing aesthetic prior 0f and rt O of dwellings, With Directors best governmental ţ these standards any shall property approval Åq restrictive majority outbuil authority conductive values

是是是这个人,我们也是是是是一个人,我们也是是是一个人,我们就是我们的人,我们也是是是一个人,我们也是是是一个人,我们也是是一个人,我们也是一个人,我们也是一个人

- car feet structure, or or manufactured housing, garages. 2,000 square temporarily one garage. of ά story, living area All dwellings shall contain at least 1,500 square All dwellings S, NO feet travel trailer, shall exclusive permanently. mobiles of living area for those in excess for 0£ one-story dwellings and at homes, modular or shall include at garage, porches, basement, or temporary decks, b O a residence least sectional housing, patios, ω two and least either
- construction, unless shall be dwelling support buildings shall shall solid site and date ර්ල natural granted extension All constructed upon concrete Offi construction completed on exterior within six months seedings and landscaping within one year commencement construction shall ₩ood with ರ್ಣ exteriors in materials architectural conform to and by the of completed, including brick, D O Board new footers. or complement and style. concrete. of Directors natural ဝ္ဌ site, Secondary All dwellings stone, Allstandard the from grading residences
- well. shall Owners 7 provide shall ystem approved A11 dwellings join any available sewer system. Ø Morgan County Board of shall be served Morgan County Health by septic Board approved of Health All dwel or C private spur
- the by the shall be mineral responsibility restrictive site mining, front Board of 9 preparation and construction authorized by permitted. Except set-back building line. **SOil** drilling covenants. notwithstanding shall be Directors, for solely Or Any excavation of any All fencing shall permitted except ornamental oa THEOTS fence shall extend beyond the Statutory No barbed wire shall fences be the owners oil, t o as incidental ე ლ maintained Fence gas, approved fences Took. 0.000 E liquid,

and automobiles torage neat gra tanks and Of. and materials, shall orderly or parts weeds be permitted. appearance. seasonably thereof shall equipment, cut No junk, be permitted. open, ა 0 as 9 unsheltered to mainta inoperativ No visable

- nor constructed within 75 40 , T feet No dwelling from any side 92 secondary feet S C rear of the property support front structure line property shall
- except removed unless diameter arbors herein shall constituting No noxious, animals purposes, ω property. horses 9 90 i, 0 shall and permitted. case fruit Aside including ဓ္ဌ offensive or be 60 ប្រ Эď tracts Уd Of. nuisance from household pets inches trees. construed to prohibit restrained in the emergency approval by the đog Of Breeding above ground No trees shall kennels, is ហ illegal activity or acres or greater, for the be 0f œ any permitted Board inches owner's and may safety prohibited. animal personal gardens not of bе or Offi Directors cut down boundaries more for no animal greater Nothing activity persons commercia than All Or
- la₩ covenants Failure covenants cause DEERFIELD γď particular the the or by 10. non-conforming structures to be president, resolution ct O Enforcement award shall FARMS enforce) Of covenant the of not by injunction, together with Of or F damages. right മ result particular provision by the owners of the Board of ф Eh shall a11 O Hi in forfeiture not enforecment. restrictive covenants may The invalidate violation Directors removed the real estate Or. shall not a The Ç, any reversion the right Ė any र्रेव invalidity remaining the process restrictive D O person Š within construed O 111, ζŤ j⊶, ζ† restrictive

- covenants shall likewise covenants to future all subsequent and]] page set whether or grantees. The specifically incorporate out herein recordation be deemed conveyances may, not the Recordation of as 0 acceptance of these restrictive same shall be set out or these covenants any by reference to the Deed all the subsequent constitutes notice restrictive conveyance referenced,
- roads. pursuant shown With when the feet in width of construction of subject for construction of such roads 12. 8 overlayed with to the purpose Exhibit "A". The the Road t 0 responsibility these have മ roads of the original construction of such necessary side 3 inches of compacted No. been completed by the Maintenance Levies hereunder restrictive covenants with regard to No roadbed consisting of funds collected by shall be of developers deemed to ditches and culverts as installation of of the tracts which w the have inches 53 association shall be stone together been satisfied 9 No.
- and within Rendleman Recorder's (l) an Developers, Exhibit "A" and Freda instrument These Office, S C restrictive covenants attested and recorded in the Morgan County (2) H bearing the signature of 75% Rendleman as long as they own any tract an amendment executed by Andrew R. may only be of the membership amended

been executed IN WITNESS this 29 day of November, 1989 WHEREOF, these restrictive covenants have

ANDREW R. RENDLEMAN

Grahaw K.

FREDA H. RENDLEMAN

"Developers"

STATE OF INDIANA ss:

COUNTY OF MORGAN

Before me a Notary Public in and for said State, personally appeared Andrew R. Rendleman Rendleman, who acknowledged the execution of to Instrument and who, having been duly sworn stat representations therein contained are true.

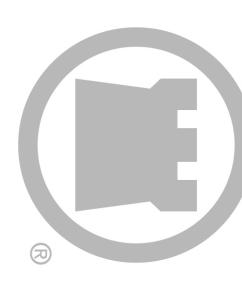
WITNESS my hand and Notarial Seal this 29 said County and leman and Freda H. n of the foregoing n stated that any

1989. day of E

Ϋ́Μ Commission 10-17-93 Expires:

WAYNE Printed Notary

Residing in Money country.



This Instrument Prepared by . . Mark Martinsville, IN at Law 46151

BOOK 107 PAGE (4)

DRAPALIK PALIK SURVEYING AND ENG 19 WEST WASHINGTON STR MARTINSVILLE, INDIANA PHONE: 317-342-3806

SURVEY FOR ANDREW R. ጵ FREDA H. RENDLEMAN

DESCRIPTION DEERFEILD F Southeast Quarter and p Northeast quarter both East, Morgan County. Ir ί) O East, Morgan as follows, to-wit: and p Indiana, part FARMS: MMS: A part of the Net of the Southwest of Section 36, Townshiana, being more par thwest quarter of the Township 12 North, Range ore particularly described Zon th Ha] f **Q** the

857.19 feet to a point; thence traverse South 88 degrees 49 minutes 49 seconds East, 867.87 feet to a point; thence traverse North 04 degrees 22 minutes 10 seconds East, 509.29 feet; thence traverse North 20 degrees 44 minutes 47 seconds West, 175.31 feet to a point; thence traverse North 21 degrees 31 minutes 49 seconds West, 630.37 feet to a point in the centerline of the State Highway No. 44; thence traverse along said centerline North 69 degrees 20 minutes 29 seconds East, 166.77 feet; thence continuing along said centerline North 73 degrees 49 minutes 02 seconds East, 311.55 feet; thence continuing along said centerline north 73 degrees 59 minutes 23 seconds East, 289.20 fact to a point; thence treaverse South 00 degrees 54 minutes 22 seconds West, 921.99 feet back to the point of beginning. Containing in all 81.24 acres, more or less. Subject to right-of-way for State Highway No. 44 along the entire north thence 857.19 ibap 68 aadaap right-of side of thenc seconds degr Southeast 35 minutes 57 s rees 57 minutes traverse North s East, 1342 35 minutes property ቲከe Quarter 1342.94 Northeast cor seconds s 39 secc h 01 degr **** degree seconds ő Corner west, 1,355.66 feet; then conds West, 2,542.10 feet t Nor th 56 minutes 53 traverse South 90 ° degrees Northwest seconds thence Quarter minutes ć west, Sou th ø South point; 800

SURVEYOR'S REPORT:

In accordant through 34 locations of a result of accordance rough 34 of cations of t 0 4 ** the the : e Indiana lines and Title and 864 Article 1.1 Administrative corners le 1.1 Chapter 1 rative Code, the established on the 13, Section e following this SUPURY φ ()

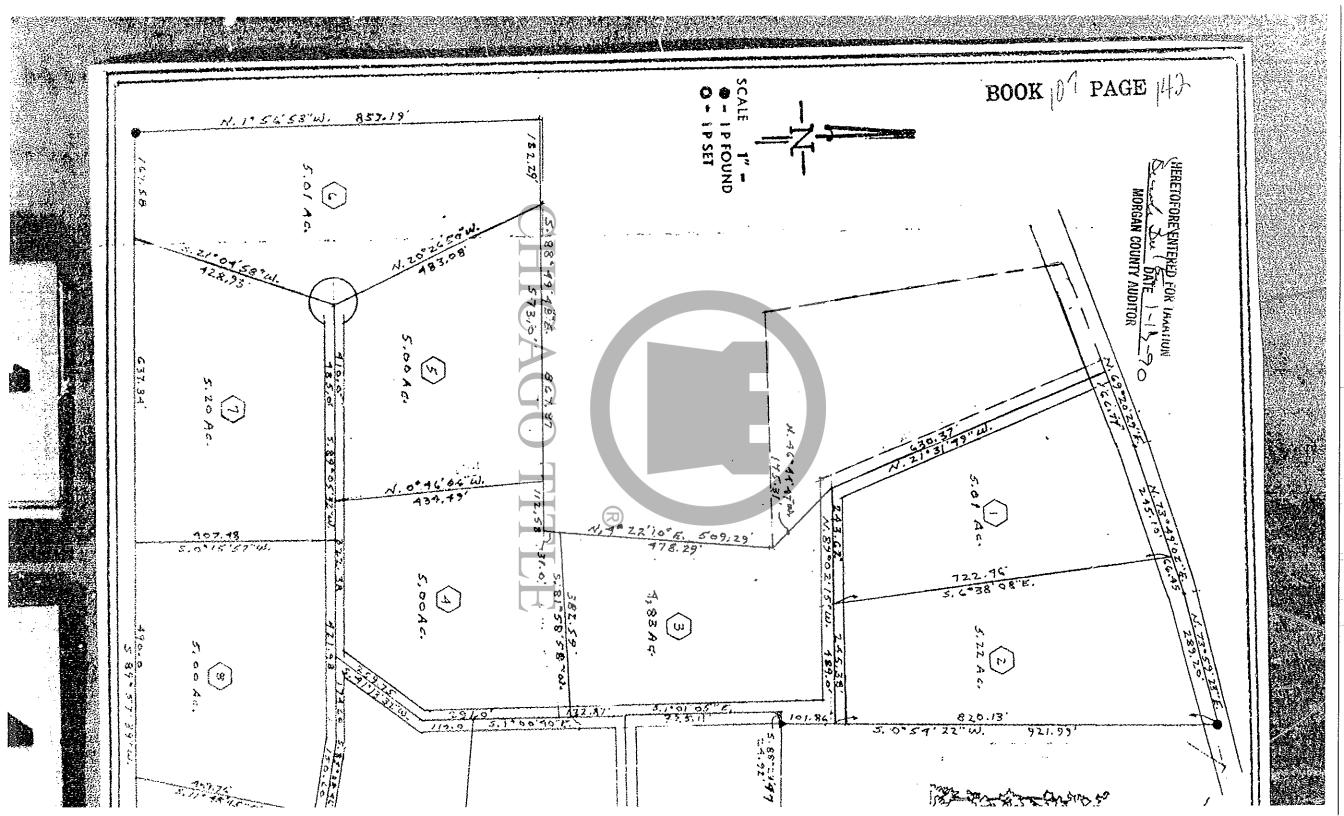
Random Mrcors <u>...</u> Measurements (Theoreti <u>0</u> Uncer tainty

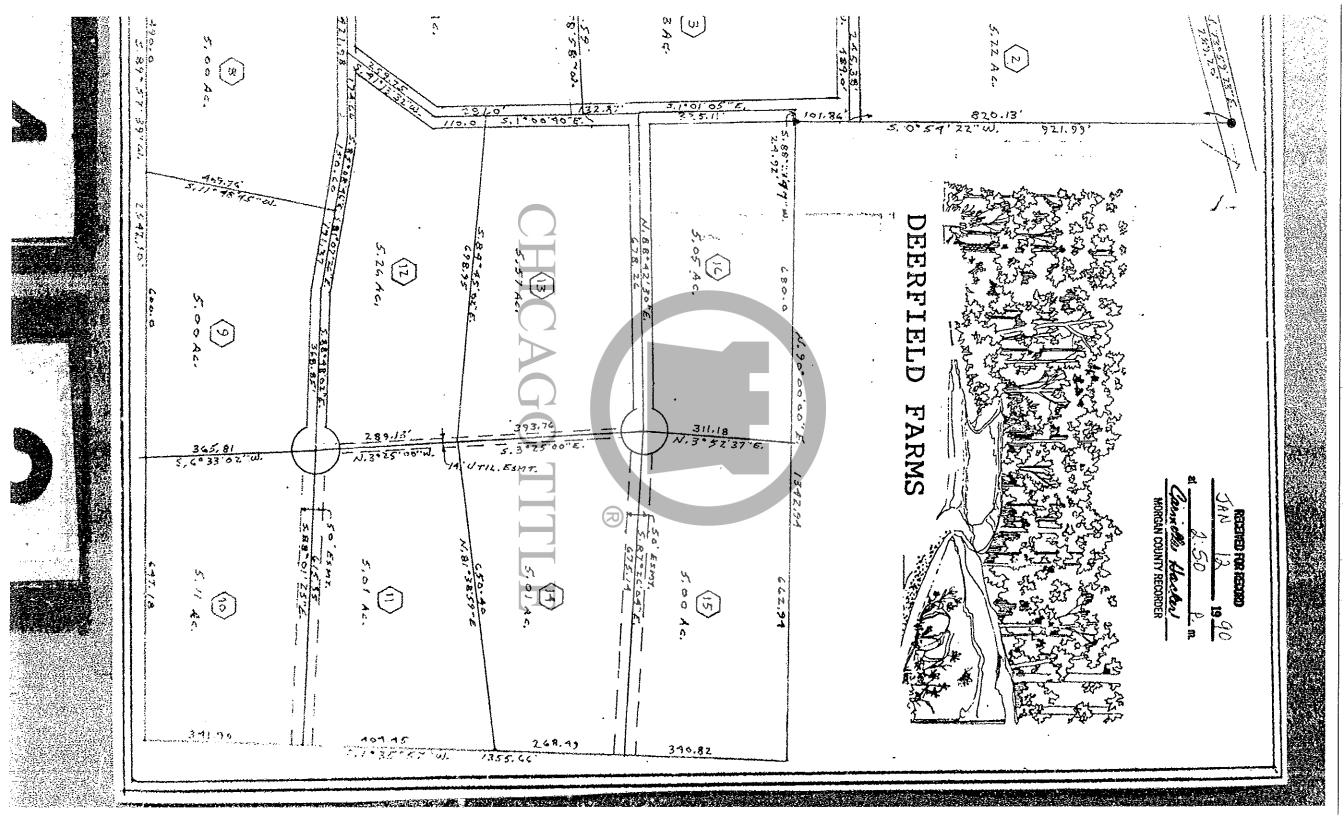
measurement) this survey) of the corner o corner of t Uncertainty the subject (due tract random established errors Ę

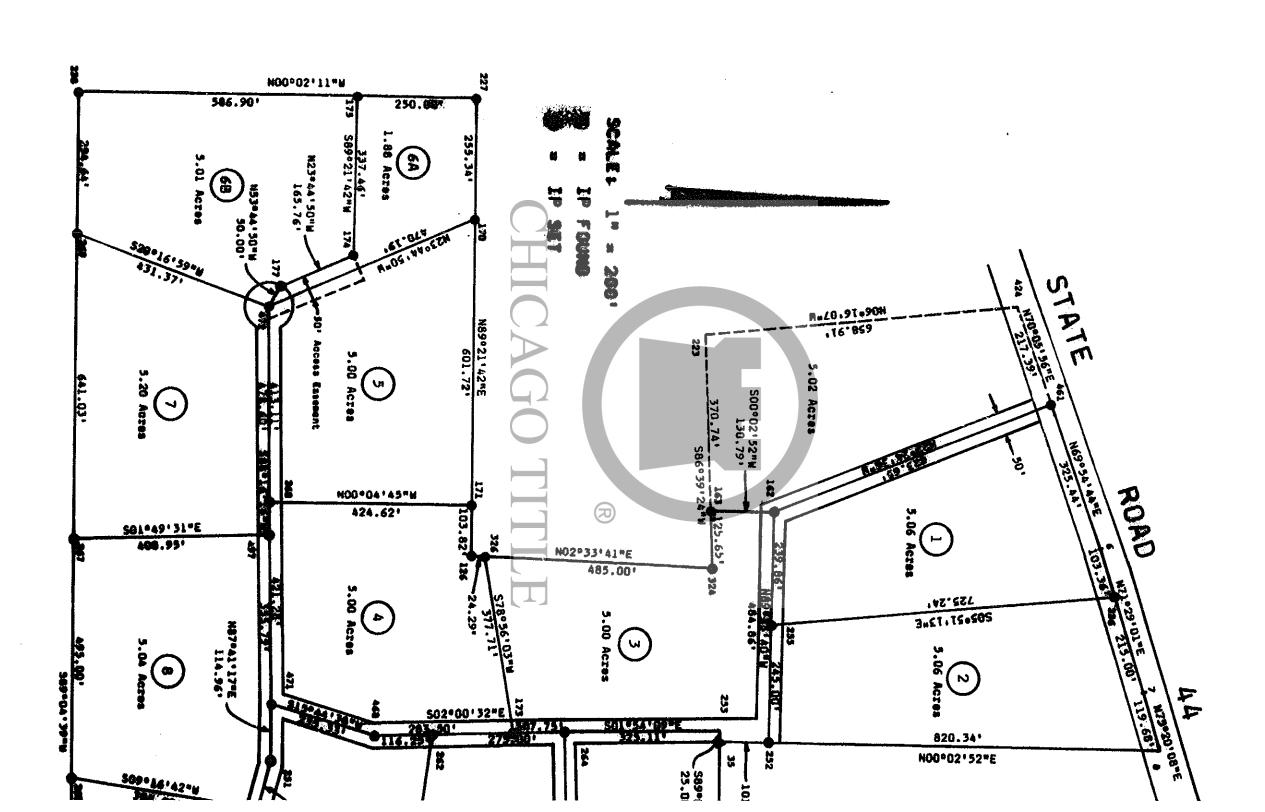
₹ (NOIAL) SURVE STATE OF GISTERS S 0034 DRAN

> November Reg. I 兄のな一歩年日: E. Dr Drapalik Indiana 17, 1989 **ゼネカロネア** 17, (i) 0034

HERETOTORE ENTERED FOR TAXATION MORGAN COUNTY AUDITOR







Make:

5 A

RESTRICTIVE COVENANTS FIRST AMENDMENT TO

Q R

DEERFIELD FARMS

said $\circ f$ of. duly the providing restrictive executed WHEREAS, Morgan County Recorder, and the for covenants as amendment, recorded at restrictive the follows: Book 107, covenants and pursuant to "developers" page Of. Deerfield 133, hereby Paragraph n, do Farms the amend 13 office were there-

thereof shall Paragraph read as w **H** follows: ა H. amended so that the fir Ø d sentence

Wise at "The 7:00 established annual meeting 00 p.m. on the Λ̈́q of the last Mo the E Monday in By-laws." membership s shal shall be unless other held

read **a**S follows: Also, the first sentence of Paragraph ဖ p. amended ç

may further, th corporations No divide do owners any tract into small rations or entities or o so, as provided in per, that subsequent ow back to developers." subsequent tract into smaller parcels, except that ies created by these developers d in paragraph 6, and, except ent owners may deed parts of pers." d these developers shall sub-

new ω Paragraph Said restrictive covenants 14 thereto as follows shal also 90 amended ç add

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purpose sidered 114. Rendleman a S O "developers"." and Associates covenants, be for conthe

| 28 :3 Mar St. 38 | Dated: MRECTVED | |
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SO DAI C

MORGAN CO. RECORDER hust

"Developers

STATE ဝ္ဗ INDIANA

COUNTY OF F MORGAN ss:

Before me, a work, gersonally appeared Andrew R. Rend acknowledged the execution of the arm sworn, stated that any repressions R. Rendleman and of the foregoing representations uT. and for said and who, h contained Freda Rendleman, who and who, having been County therein and

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| (Sic | VITNESS my hand and Notarial Seal this $5z$ |
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Prepared by:

FOLEY, FOLEY & PEDEN 60 East Morgan Street Martinsville, Indiana Peden

46151

Printed)

Resident Indiana Morgan MAJAR.

SECOND AMENDMENT TO RESTRICTIVE COVENANTS OF DEERFIELD FARMS

Covenants of Deerfield Farms in Book 107, Pages 133-142, and known as Instrument No. 9000250; recorded in the Office of the Morgan County Recorder on January 12, 1990, the Restrictive WHEREAS, Andrew R. Rendleman and Freda H. Rendleman (Developers) caused to be

of the Morgan County Recorder on April 10, 1991, in Book 112, Pages 355-356; and WHEREAS, Developers caused to be recorded a revised plat of said subdivision in the Office

Farms" in Book 122, Page 168, and known as Instrument No. 9304773; and on May 5, 1993, a document entitled "First Amendment to Restrictive Covenants of Decrfield WHEREAS, Developers caused to be recorded in the Office of the Morgan County Recorder

First Amendment to Restrictive Covenants of Deerfield Farms to now read as follows: 75% of the membership and Developers do hereby amend said Restrictive Covenants and the WHEREAS, pursuant to Paragraph 13 of the original Restrictive Covenants of Deerfield

7-1.1-1 et. seq., known as the Indiana General Not-For-Profit Corporation Act. to be known as DEERFIELD FARMS ASSOCIATION, INC., formed pursuant to Indiana Code 23-All owners of the subject real estate shall be members of a not-for-profit corporation

one vote in the affairs of the Association. membership in any corporate affair upon exhibiting his or her contract. Each tract shall have only a tract has been sold on contract, the contract purchaser shall be entitled to the Only one membership shall exist for each tract, in the event of multiple ownership

a vote of 75% of the members and Freda H. Rendleman (Developers) and shall continue in existence thereafter until terminated by The Association shall be initially incorporated and formed by Andrew R. Rendleman

Book | 39 Page 537

- Corporation Act. The president shall be responsible for the maintenance and repair of all private succeeding calendar year as to any road maintenance levies or association dues. The president shall determined by the Auditor's Transfer Books as of December 31, on or before January 15 of the roads within DEERFIELD FARMS. He shall cause notice to be mailed to all owners of record as have all other powers vested in his office by Indiana Law. The affairs of the Association shall be governed by the Indiana General Not-For-Profit
- for road maintenance and shall have the power to determine the conformity of building plans of any such buildings to the requirements of these restrictive covenants upon any tract prior to the commencement of construction so as to maintain the conformity The Board of Directors shall be responsible for establishing sufficient levies
- of the affairs of the Association and the good of the membership The Board shall also have the power to assess general dues for the conduct
- restrictive covenants and to govern the affairs of the Association. Corporation Act, the power to adopt appropriate by-laws in implementation of these Ü The Board of Directors has, pursuant to the Indiana General Not-For-Profit
- members and each director shall serve for a term of three years. However, at the initial years, and one for three years, so that their terms will be staggered in duration election of directors, at least one director will be elected for a term of one year, one for two Ü The Board of Directors shall consist of not less than three nor more than five
- Monday in March unless otherwise established by the By-Laws. Written notice stating the place, day and hour of the meetings and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered or mailed by the secretary or by the officer or person calling the meeting to each member of record entitled to vote at that meeting, by the Articles The annual meeting of the membership shall be held at 7:00 p.m. on the last

of Incorporation, at the address which appears on the records of the corporation at least ten. days before the date of the meeting.

the roads and roadways shall be mutual easements 50 feet in width as described in the plat attached subject real estate shall be dedicated to the public. Until acceptance as public highways or otherwise, constructed into the public highway systems, such roads so designated on the plat or survey of the as Exhibit "A" for the benefit of the several owners of tracts in DEERFIELD FARMS In the event Morgan County or a municipality shall accept the roads as finally

be borne by the several owners and members of the association by assessments, known as the Road together with interest, costs of collection, and reasonable attorney fees. Said liens shall be the mortgage, and payable within 30 days of receipt of notice by the president of the Association, Maintenance Levy, which shall be a lien against the real estate, subordinate to any purchase money liability of the owners of the tract, and may be foreclosed in the name of the Association by judicial proceedings as real estate mortgages are foreclosed and, in any event, must be fully paid by March 31 of each calendar year. The cost of maintaining and repairing such roads in good, serviceable, condition shall

- for drainage as set out on individual surveys of tracts. All tracts shall be subject to easements in favor of public utilities or mutual easements
- ò DEERFIELD FARMS shall be exclusively residential with one single family dwelling

per tract.

- or other automobile work for hire whatsoever shall be permitted; personal hobby, or repair of motor permitted. No commercial agriculture is permitted. No auto mechanics or body work or welding vehicles licensed to the tract owner for personal use and not for resale is permitted No commercial activity, including home occupations or professional offices are
- In no event at any time shall any tract have more than five motor vehicles thereon for

any period in excess of 48 consecutive hours

- No owners shall subdivide any tract into smaller parcels
- and consistent with aesthetic standards conducive to the maintenance of the highest and best carports and fencing shall be first approved in writing by the Board of Directors by majority property values in DEERFIELD FARMS governmental authority and permit, and shall be consistent with these restrictive convenants vote. The Board shall determine prior to any approval that such construction is pursuant to All plans for construction of dwellings, outbuildings, detached garages, or
- temporarily or permanently. garage, basement, or temporary structure, or travel trailer, shall be a residence exclusive of porches, decks, patios, and garages. All dwellings shall include at least a two story dwellings and at least 2,000 square feet of living area for those in excess of one story, No mobile homes, modular or sectional housing, or manufactured housing, All dwellings shall contain at least 1,500 square feet of living area for one-
- brick, natural stone, solid natural wood or architectural concrete. All residences shall be extension by the Board of Directors including grading of site and seedings and landscaping within one year unless granted completed on exterior within six months from the date of commencement and completed, compliment the dwelling construction in materials and style. All dwellings shall be constructed upon concrete footers. All construction shall be new on site, standard construction, with exteriors of Secondary support buildings shall conform to or
- dwellings shall provide a Morgan County Board of Health approved well. Morgan County Board of Health. Owners shall join any available sewer system. All dwellings shall be served by septic or private sewage system approved by ₽

- no fence shall extend beyond the front set-back building line. No barbed wire fences shall Fence Law. No mining, drilling or excavation of any oil, gas, liquid, mineral or soil shall be be permitted. Any fencing shall be the owners responsibility notwithstanding the Statutory permitted except as incidental to site preparation and construction authorized by these restrictive covenants. All tracts shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No open, unsheltered storage of materials, equipment, junk, or inoperative automobiles or parts thereof shall be permitted. No visible fuel tanks shall be permitted. Except for solely ornamental fences as approved by the Board of Directors,
- of the front property line, nor 40 feet from any side or rear property line No dwelling or secondary support structure shall be constructed within 75 feet
- including dog kennels, is prohibited. All animals shall be restrained in the owner's greater, no animals shall be permitted. Breeding of any animal for commercial purposes, boundaries. No noxious, offensive or illegal activity or activity constituting a nuisance shall be permitted. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit trees. No trees 8 inches or greater diameter and 60 inches above ground may be cut down the safety of persons or property. or removed unless by approval by the Board of Directors, except in case of emergency for Aside from household pets and not more than 3 horses on tracts of 5 acres or
- Directors, in the person of the president, or by the owners of the real estate within DEERFIELD process of law or by award of damages. The violation of any restrictive covenants shall not result FARMS by injunction, together with the right to cause non-conforming structures to be removed by in forfeiture or reversion of title. Failure to enforce a particular provision shall not be construed as Enforcement of all restrictive covenants may be by the resolution of the Board of

remaining restrictive covenants. a waiver of the right of enforcement. The invalidity of a particular covenant shall not invalidate any Book M. Page

- herein. reference to the Deed Book and page specifically incorporate all the restrictive covenants set out whether or not the same shall be set out or referenced, but all subsequent conveyances may, by of any subsequent conveyance shall likewise be deemed as acceptance of these restrictive covenants The recordation of these covenants constitutes notice to future grantees. Recordation
- construction of such roads. pursuant to the Road Maintenance Levies hereunder shall be used for the purpose of the original necessary side ditches and culverts as shown on Exhibit "A". No funds collected by the association of No. 2 stone overlayed with 3 inches of compacted No. 53 stone together with construction of roads have been completed by the installation of 25 feet in width of a roadbed consisting of 3 inches covenants with regard to the construction of roads shall be deemed to have been satisfied when such 12. The responsibility of developers of the tracts which are subject to these restrictive
- signature of 75% of the membership, as attested and recorded in the Morgan County Recorder's Office. These restrictive covenants may only be amended by an instrument bearing the
- Deerfield Farms] is hereby deleted in its entirety. 4 Paragraph 14 [which was added in the First Amendment to Restrictive Covenants of
- the First Amendment to Restrictive Covenants of Deerfield Farms shall remain in full force and 15. Except as amended herein, the original Restrictive Covenants of Deerfield Farms and

Covenants of Deerfield Farms and the First Amendment to Restrictive Covenants of Deerfield Farms the Members of Deerfield Farms Association, Inc., do hereby amend the Restrictive

| as described herein, this 30th day of May, 1996. | %. Book 3 Page 548 |
|--|---|
| Lyle Davis - Lot No. 2 | Alan S. Ryan - Lot No. 4 |
| Pamela Ryan - Lot No. 4 | Matthew Rakowski - Lot-No. 5 |
| AKA LINDA A RAKOWSKI | Carl Willer - Lot No. 6-A AKA CARL R. MILLER |
| KA DIANNE M, MUZILE | Carl Miller - Lot No. 6-B AKA CARL R. MILLER |
| AKA DIANNE M. MILLER MANGE M. MILLER | Ronald Williams - Lot No. 7 AKA RONALD D. WILL 7 |
| AKA MARJA S. WILLIAMS | Limoto, Leffelman - Lot No. 8 AKA TIMOTITY A. |
| Cindy Leffelman - Lot No. 8 | Ray Stroup - Lot No. 9 |
| Dixie Stroup - Lot No. 9 | Bill Fortner - Lot No. 10 |
| Mona Former - Lot No. 10 | Jeff Hiatt - Lot No. 11 |
| Julie Hiatt - Lot No. 11 | |
| LIMITE L. HIATTONY | Sohn Harding - LOT NO. 12 |
| | John Hankins - Lot No. 14 |
| The Jaci A. F. Senak - Lot No. 15 | Susan Ksenak - Lot No. 15 |
| STATE OF INDIANA) | |
| COUNTY OF MORGAN) | |

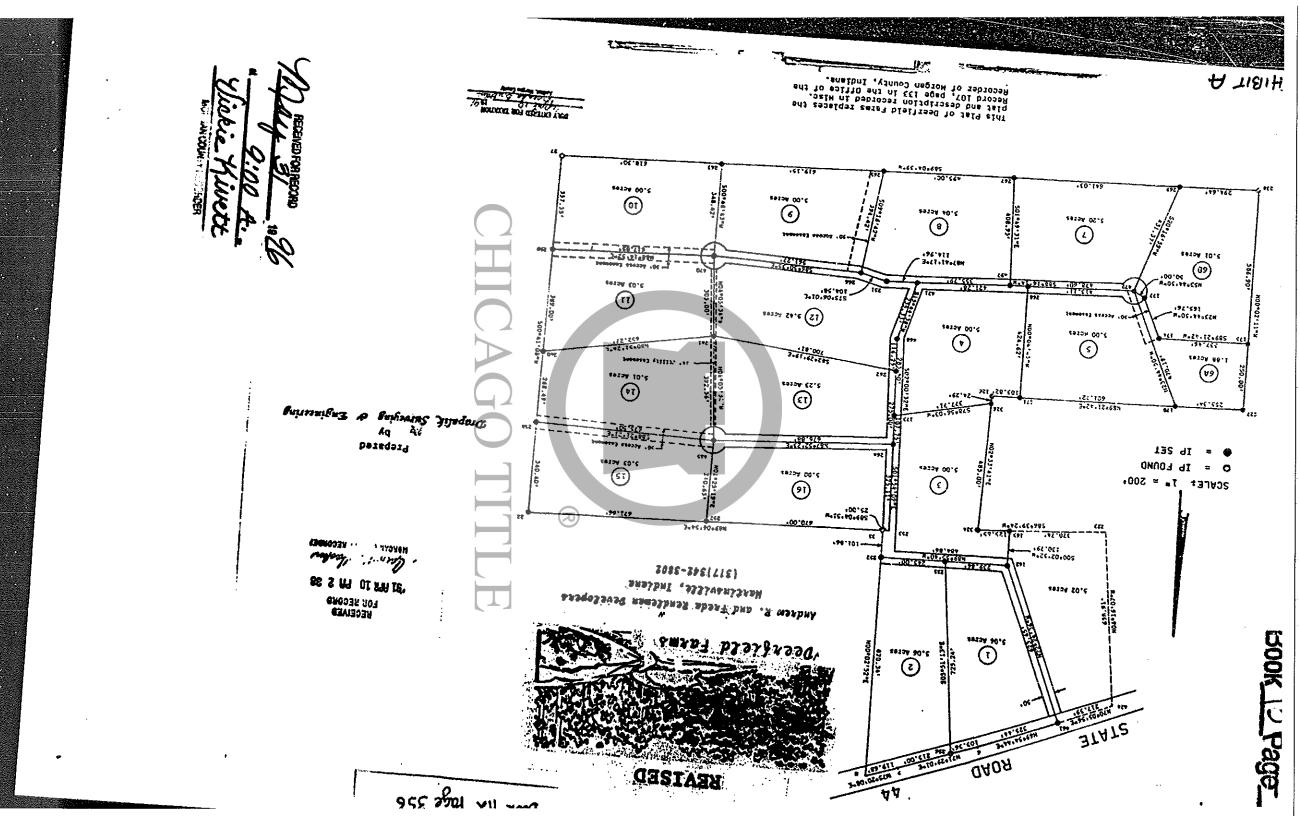
Alan S. Ryan and Pamela Ryan, Matthew Rakowski and Linda Rakowski, Carl Miller and Dianne Before me a Notary Public in and for said County and State, personally appeared Lyle Davis,

representations therein contained are true, execution of the foregoing Instrument and who, having been duly sworn stated that any Jennifer Anthony, John Hankins, Michael A. Ksenak and Susan Ksenak, who acknowledged the and Dixie Stroup, Bill Fortner and Mona Fortner, Jeff Hiatt and Julie Hiatt, Wayne Anthony and Miller, Ronald Williams and Maria Williams, Timothy Leffelman and Cindy Leffelman, Ray Stroug

WITNESS my hand and Notarial Seal this 30th day of May, 1996.

Resident of Marion County, Indiana Mayfield, Notary Públic

This Instrument Prepared by: Michael A. Ksenak, Attorney at Law, BOWMAN & KSENAK, 700 People's Bank Bldg., 136 E. Market St., Indianapolis, IN 46204 (317) 638-1546.



SECOND AMENDMENT TO RESTRICTIVE COVENANTS OF DEERFIELD FARMS

the Office of the Morgan County Recorder on January 12, 1990, the Restrictive Covenants of Deerfield Farms in Book 107, Pages 133-142, and known as Instrument No. 9000250; and WHEREAS, Andrew R. Rendleman and Freda H. Rendleman (Developers) caused to be recorded in

Morgan County Recorder on April 10, 1991, in Book 112, Pages 355-356; and WHEREAS, Developers caused to be recorded a revised plat of said subdivision in the Office of the

5, 1993, a document entitled "First Amendment to Restrictive Covenants of Deerfield Farms" in Book 122, WHEREAS, Developers caused to be recorded in the Office of the Morgan County Recorder on May

Page 168, and known as Instrument No. 9304773; and

of the membership and Developers did amend said Restrictive Covenants and the First Amendment to 139, pp. 536-544, and known as Instrument No. 9697306. Covenants of Deerfield Farms" which was duly recorded in the Office of the Morgan County Recorder in Book Restrictive Covenants of Deerfield Farms by a document entitled "Second Amendment to Restrictive WHEREAS, pursuant to Paragraph 13 of the original Restrictive Covenants of Deerfield Farms, 75%

Second Amendment to Restrictive Covenants of Deerfield Farms: of the membership and Developers cause to be recorded this revised

known as DEERFIELD FARMS ASSOCIATION, INC., formed pursuant to Indiana Code 23-7-1.1-1 et. seq., known as the Indiana General Not-For-Profit Corporation Act. All owners of the subject real estate shall be members of a not-for-profit corporation to be

affair upon exhibiting his or her contract. Each tract shall have only one vote in the affairs of the Association. a tract has been sold on contract, the contract purchaser shall be entitled to the membership in any corporate Only one membership shall exist for each tract, in the event of multiple ownership and where

Freda H. Rendleman (Developers) and shall continue in existence thereafter until terminated by a vote of 75% of the members. The Association shall be initially incorporated and formed by Andrew R. Rendleman and

- have all other powers vested in his office by Indiana Law. succeeding calendar year as to any road maintenance levies or association dues. The president shall determined by the Auditor's Transfer Books as of December 31, on or before January 15 of the roads within DEERFIELD FARMS. He shall cause notice to be mailed to all owners of record as Corporation Act. The president shall be responsible for the maintenance and repair of all private The affairs of the Association shall be governed by the Indiana General Not-For-Profit
- of any such buildings to the requirements of these restrictive covenants. upon any tract prior to the commencement of construction so as to maintain the conformity for road maintenance and shall have the power to determine the conformity of building plans The Board of Directors shall be responsible for establishing sufficient levies
- of the affairs of the Association and the good of the membership. The Board shall also have the power to assess general dues for the conduct
- restrictive covenants and to govern the affairs of the Association. Corporation Act, the power to adopt appropriate by-laws in implementation of these The Board of Directors has, pursuant to the Indiana General Not-For-Profit
- years, and one for three years, so that their terms will be staggered in duration. election of directors, at least one director will be elected for a term of one year, one for two members and each director shall serve for a term of three years. However, at the initial The Board of Directors shall consist of not less than three nor more than five
- calling the meeting to each member of record entitled to vote at that meeting, by the Articles the meeting is called, shall be delivered or mailed by the secretary or by the officer or person place, day and hour of the meetings and, in case of a special meeting, the purpose for which Monday in March unless otherwise established by the By-Laws. Written notice stating the The annual meeting of the membership shall be held at 7:00 p.m. on the last

days before the date of the meeting. of Incorporation, at the address which appears on the records of the corporation at least ten

subject real estate shall be dedicated to the public. Until acceptance as public highways or otherwise, constructed into the public highway systems, such roads so designated on the plat or survey of the as Exhibit "A" for the benefit of the several owners of tracts in DEERFIELD FARMS the roads and roadways shall be mutual easements 50 feet in width as described in the plat attached In the event Morgan County or a municipality shall accept the roads as finally

be borne by the several owners and members of the association by assessments, known as the Road proceedings as real estate mortgages are foreclosed and, in any event, must be fully paid by March liability of the owners of the tract, and may be foreclosed in the name of the Association by judicial together with interest, costs of collection, and reasonable attorney fees. Said liens shall be the mortgage, and payable within 30 days of receipt of notice by the president of the Association, Maintenance Levy, which shall be a lien against the real estate, subordinate to any purchase money 31 of each calendar year. The cost of maintaining and repairing such roads in good, serviceable, condition shall

- for drainage as set out on individual surveys of tracts. All tracts shall be subject to easements in favor of public utilities or mutual easements
- DEERFIELD FARMS shall be exclusively residential with one single family dwelling
- permitted. No commercial agriculture is permitted. No auto mechanics or body work or welding or other automobile work for hire whatsoever shall be permitted; personal hobby, or repair of motor vehicles licensed to the tract owner for personal use and not for resale is permitted No commercial activity, including home occupations or professional offices are
- In no event at any time shall any tract have more than five motor vehicles thereon for

any period in excess of 48 consecutive hours.

- 9 No owners shall subdivide any tract into smaller parcels
- property values in DEERFIELD FARMS and consistent with aesthetic standards conducive to the maintenance of the highest and best governmental authority and permit, and shall be consistent with these restrictive convenants vote. The Board shall determine prior to any approval that such construction is pursuant to carports and fencing shall be first approved in writing by the Board of Directors by majority All plans for construction of dwellings, outbuildings, detached garages, or
- story dwellings and at least 2,000 square feet of living area for those in excess of one story, garage, basement, or temporary structure, or travel trailer, shall be a residence either car garage. No mobile homes, modular or sectional housing, or manufactured housing, exclusive of porches, decks, patios, and garages. All dwellings shall include at least a two temporarily or permanently. All dwellings shall contain at least 1,500 square feet of living area for one-
- constructed upon concrete footers. brick, natural stone, solid natural wood or architectural concrete. All residences shall be including grading of site and seedings and landscaping within one year unless granted completed on exterior within six months from the date of commencement and completed, compliment the dwelling construction in materials and style. extension by the Board of Directors All construction shall be new on site, standard construction, with exteriors of Secondary support buildings shall conform to or All dwellings shall be
- dwellings shall provide a Morgan County Board of Health approved well Morgan County Board of Health. All dwellings shall be served by septic or private sewage system approved by Owners shall join any available sewer system.

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- fuel tanks shall be permitted. equipment, junk, or inoperative automobiles or parts thereof shall be permitted. No visible as to maintain a neat and orderly appearance. No open, unsheltered storage of materials, permitted except as incidental to site preparation and construction authorized by these restrictive covenants. All tracts shall be maintained and grass and weeds seasonably cut so Fence Law. No mining, drilling or excavation of any oil, gas, liquid, mineral or soil shall be be permitted. Any fencing shall be the owners responsibility notwithstanding the Statutory no fence shall extend beyond the front set-back building line. No barbed wire fences shall Except for solely ornamental fences as approved by the Board of Directors,
- of the front property line, nor 40 feet from any side or rear property line. No dwelling or secondary support structure shall be constructed within 75 feet
- the safety of persons or property. or removed unless by approval by the Board of Directors, except in case of emergency for be permitted. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit boundaries. No noxious, offensive or illegal activity or activity constituting a nuisance shall including dog kennels, is prohibited. All animals shall be restrained in the owner's greater, no animals shall be permitted. Breeding of any animal for commercial purposes, No trees 8 inches or greater diameter and 60 inches above ground may be cut down Aside from household pets and not more than 3 horses on tracts of 5 acres or
- in forfeiture or reversion of title. Failure to enforce a particular provision shall not be construed as process of law or by award of damages. The violation of any restrictive covenants shall not result FARMS by injunction, together with the right to cause non-conforming structures to be removed by Directors, in the person of the president, or by the owners of the real estate within DEERFIELD Enforcement of all restrictive covenants may be by the resolution of the Board of

Book /// Page

remaining restrictive covenants. a waiver of the right of enforcement. The invalidity of a particular covenant shall not invalidate any

- reference to the Deed Book and page specifically incorporate all the restrictive covenants set out whether or not the same shall be set out or referenced, but all subsequent conveyances may, by of any subsequent conveyance shall likewise be deemed as acceptance of these restrictive covenants The recordation of these covenants constitutes notice to future grantees. Recordation
- construction of such roads. pursuant to the Road Maintenance Levies hereunder shall be used for the purpose of the original necessary side ditches and culverts as shown on Exhibit "A". No funds collected by the association of No. 2 stone overlayed with 3 inches of compacted No. 53 stone together with construction of roads have been completed by the installation of 25 feet in width of a roadbed consisting of 3 inches covenants with regard to the construction of roads shall be deemed to have been satisfied when such The responsibility of developers of the tracts which are subject to these restrictive
- signature of 75% of the membership, as attested and recorded in the Morgan County Recorder's These restrictive covenants may only be amended by an instrument bearing the
- Deerfield Farms] is hereby deleted in its entirety. Paragraph 14 [which was added in the First Amendment to Restrictive Covenants of
- the First Amendment to Restrictive Covenants of Deerfield Farms shall remain in full force and Except as amended herein, the original Restrictive Covenants of Deerfield Farms and

Covenants of Deerfield Farms and the First Amendment to Restrictive Covenants of Deerfield Farms We, the Members of Deerfield Farms Association, Inc., do hereby amend the Restrictive

| June | 1 |
|---------|------------------|
| , 1996. | Book 140 Page 22 |

| STATE OF INDIANA) COUNTY OF MORGAN) | Jennifer Anthony - Lot No. 12 Jennifer Anthony - Lot No. 12 Michael A. Ksenak - Lot No. 15 | Mona Fortner - Lot No. 10 Mona Fortner - Lot No. 10 Miller To No. 10 | Maria S. Williams - Lot No. 7 Dixie Strong - Lot No. 7 | Cindy Leffelman - Lot No. 8 | Dianne Miller - Lot No. 6-79 Corne Miller | Pamela Ryan - Lot No. | as described herein, this $\sqrt{2}$ day of |
|--|--|--|---|-----------------------------|--|--|---|
| | Wayne Arkthony - Lot No. 12 John Hankins - Lot No. 14 Susan Ksenak - Lot No. 15 | Jeff Hiatt - Lot No. 11 | Tot No | effic | Carl R. Miller - Lot No. 6-B Foneld D. Williami | Matthew Rakowski - Lot No. 5 Matthew Rakowski - Lot No. 5 Carl Ra Miller - Lot No. 6-A | |

Alan S. Ryan and Pamela Ryan, Matthew Rakowski and Linda A. Rakowski, Carl R. Miller and Before me a Notary Public in and for said County and State, personally appeared Lyle Davis,

Book HO Page 221

that any representations therein contained are true. acknowledged the execution of the foregoing Instrument and who, having been duly sworn stated Wayne Anthony and Jennifer Anthony, John Hankins, Michael A. Ksenak and Susan Ksenak, who Leffelman, Ray Stroup and Dixie Stroup, Bill Fortner and Mona Fortner, Jeff Hiatt and Julie Hiatt, Dianne Miller, Ronald D. Williams and Maria S. Williams, Timothy A. Leffelman and Cindy

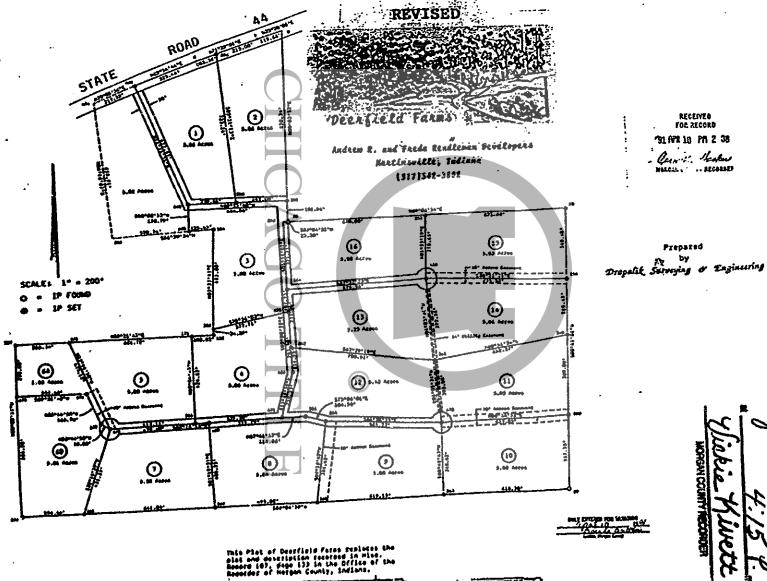
WITNESS my hand and Notarial Seal this day of . 1996.

My Commission Expires: 10-14-97

Michelle L. Mayfield, Notary Public Resident of Marion County, Indiana



This Instrument Prepared by: Michael A. Ksenak, Attorney at Law, BOWMAN & KSENAK, 700 People's Bank Bldg., 136 E. Market St., Indianapolis, IN 46204 (317) 638-1546.



BOOK TO TO THE STATE OF THE STA

EXHIBIT A

Book/40 Page 222

3.

THIRD AMENDMENT TO RESTRICTIVE COVENANTS OF DEERFIELD FARMS

Recorder of Morgan County in Book 139, Page 536, Instrument No. 9607306; and Amendment to Restrictive Covenants of Deerfield Farms" on May 31, 1996, in the Office of the WHEREAS, Deerfield Farms Association, Inc., caused to be recorded the "Second

improvements; and of the Restrictive Covenants as it pertains to the assessment of fees for road maintenance and WHEREAS, Seventy-five Percent (75%) of the membership desires to amend a portion

Farms Association Inc. do hereby amend Paragraph 4 of said Restrictive Covenants to read as Covenants of Deerfield Farms, Seventy-five Percent (75%) of the membership of Deerfield WHEREAS, consistent with Paragraph 13 of the Second Amendment to Restrictive

plat attached as exhibit "A" for the benefit of the several owners of tracts in Deerfield Farms. the subject real estate shall be dedicated to the public. Until acceptance as public highways or constructed into the public highway systems, such roads so designated on the plat or survey of otherwise, the roads and roadways shall be mutual easements 50 feet in width as described in the In the event Morgan County or a municipality shall accept the roads as finally

the due date set forth herein, and if the Association is required to pursue collection for unpaid judicial proceedings as real estate mortgages are foreclosed. Foreclosure may occur 30 days after Deerfield Farms, and subordinate to any purchase money mortgage. Said liens shall be the on December 1. The Association Dues shall be a lien against the members' real estate located in year thereafter, \$200.00 shall be payable on June 1, and an additional \$200.00 shall be payable be paid by August 1, and an additional \$200.00 shall be due on December 1. In 1999 and each shall be borne by the several owners and members of the association by assessments, known as liability of the owners of the tract and may be foreclosed in the name of the Association by Association Dues. Annual dues shall be in the sum of \$400.00 per year. In 1998, \$200.00 shall The cost of maintaining and repairing such roads in good, serviceable condition

Book 155 Page 191

the cost of collection, and reasonable attorney fees." dues, the owner of the tract, in addition to the Association Dues, shall also be liable for interest,

Farms shall remain in full force and effect. Except as amended herein, the Second Amendment to Restrictive Covenants of Deerfield.

Covenants of Deerfield Farms as described herein this 20 day of July, 1998. We, the members of Deerfield Farms Association, Inc., do hereby amend the Restrictive

Robert Nelson - Lot No. 10 Ronald D. Williams - Lot No. Carl R. Miller - Lot No. 6-B Matthew Rakowski - Lot No. Ş Lot No. 2 effelman - Lot No. 8 Lot No. Theolin Maria S. Williams - Lot No. Linda A. Rakowski -Dixie Stroup - Lot No. 9 7 Klomer John Robinson - Lot No. 4 isa Nelson - Lot No. 10 M. Miller - Lot No. 6-A diller - Lot No. 6-B & Williams man - Lot No. 8 Miller Lot No. 5

Lisa Nelson - Lot No.

Robert Nelson - Lot No.

Wayne Anthony

-Lot No. 12

WHankins - Lot No. 14

Susan Ksenak - Lot No. 15

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sens

ntional Anthone

Jennifer Anthony - Lot No. 1/2

Michael A. Ksenak- Lo

STATE OF INDIANA

COUNTY OF MORGAN)

M. Miller, Ronald D. Williams and Maria S. Williams,
Leffelman, Ray Stroup and Dixie Stroup, Robert Nelson and Lisa Nelson, Wayne Anthony and
Jennifer Anthony, Joseph T. Hankins, Michael A. Ksenak and Susan Ksenak, who acknowledged Before me, a Notary Public in and for said County and State, personally appeared Lyle Davis, John Robinson, Matthew Rakowski and Linda A. Rakowski, Carl R. Miller and Dianne M. Miller, Ronald D. Williams and Maria S. Williams,

the execution of the foregoing Instrument and who, having been duly swom stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 3/4 day of July 1998

Commission E kpires:

The state of the s

Resident of Johnson County, Indiana Veronica Cohen, Notary Public

Rywanica

ALMINO INVOID wett

. . . Instrument Prepared by: Michael t, Martinaville, Indiana 46151 A.Ksenak, 45 N (765)342-0764. North Jefferson



Drapalite Surveying & Engineering

P.O. Box 1913
19 West Washington Street
Martinsville, Indiana 46151

Chad:
SURVEY FOR CE, NELSON

BURNES & NELSON

THELSON

DESCRIPTION: A part of the North Half of the Southeast Quarter of Section 36, Township 12 North, Range East of the Second Principal Meridian, Morgan County, Indiana, more particularly described as follows:

Commencing at the stone marking the northeast corner of the Northwest Quarter of the Southeast Quarter, traverse North 89 degrees 56 minutes 54 seconds East 1341,66 feet to an iron pin (marked \$ 0034); thence traverse South 80 degrees 61 minutes 26 seconds West, 608.89 feet to an iron pin (marked 6 0034); thence traverse South 80 degrees 51 minutes 26 seconds West, 632.27 feet to an iron pin (marked 6 0034) and the POINT OF BEGINNING for this description; thence traverse North 82 degrees 29 minutes 19 seconds West, 700.81 feet to an iron pin (marked 8 0034); thence traverse North 82 degrees 29 minutes 23 seconds West, 750.0 feet to an iron pin (marked 8 0034); thence traverse North 87 degrees 52 minutes 23 seconds West, 750.0 feet to an iron pin (marked 8 0034); thence traverse North 87 degrees 52 minutes 23 seconds West, 750.0 feet to an iron pin (marked 8 0034); thence traverse North 87 degrees 52 minutes 23 seconds West, 750.0 feet to miron pin (marked 8 0034), and the point of beginning. 5.03 acres, more or less. AKA Tract Number 13 in Deerfield Farms.

SUBJECT TO and TOGETHER WITH the following private road and utility ca

A part of the South Half of the Northeast Quarter and also a North Half of the Southeast Quarter of Section 36, Township 12 North, Range 1 East of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Commencing at the stone marking the northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 36; thence traverse North 00 degrees 02 minutes 52 seconds East, 922.20 feet to the centerline of State Road 44; thence traverse along said centerline, South 75 degrees 20 minutes 03 seconds West, 119.86 feet; thence traverse along said centerline, South 71 degrees 29 minutes 01 second West, 318.36 feet; thence traverse along said centerline, South 60 degrees 34 minutes 45 seconds West, 326.44 feet to the POINT OF EBGINVING of this description, which is the centerline of a 50 feet wide enzement; thence traverse along said centerline, South 22 degrees 24 minutes 36 seconds East, 435.65 feet to an iron pin (marked \$0.034), thence traverse along said centerline, South 00 degrees 02 minutes 40 seconds East, 40 seconds East, 459.86 feet; thence traverse along said centerline, South 00 degrees 00 minutes 32 seconds West, 102.29 feet; thence traverse along said centerline, South 00 degrees 00 minutes 32 seconds East, 391.25 feet; thence traverse along said centerline, South 02 degrees 00 minutes 32 seconds East, 391.25 feet; thence traverse along said centerline, South 02 degrees 00 minutes 32 seconds East, 391.25 feet; thence traverse along said centerline, South 02 degrees 00 minutes 32 seconds East, 391.25 feet; thence traverse along said centerline, South 02 degrees 30 minutes 32 seconds West, 33.31 feet to an iron pin (marked \$0.034); thence traverse along said centerline, South 02 degrees 44 minutes 38 seconds West, 23.5.31 feet to an iron pin (marked \$0.034); thence traverse along said centerline, South 88 degrees 16 minutes 14 seconds West, 33.49 feet to an iron pin (marked \$0.034); thence traverse along said centerline, South 88 degrees 16 minutes 14 seconds West, 33.49 feet to an iron pin (marked \$0.034); thence traverse along said centerline, South 88 degrees 16 minutes 14 seconds West, 33.49 feet to an iron pin (marked \$0.034); thence traverse along said centerline, South 88 degrees 18 sec

ALSO SUBJECT TO and TOGETHER WITH an easement described as follows:

A part of the South Half of the Northeast Quarter and also a North Half of the Southeast Quarter of Section 36, Township 12 North, Range 1 East of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Commencing at the stone marking the northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 36; thence traverse North 00 degrees 02 minutes 32 seconds East, 222.20 feet to the conterline of State Road 44; thence traverse along said centerline, South 73 degrees 20 minutes 08 seconds West, 119.68 feet; thence traverse along said centerline, South 71 degrees 29 minutes 01 second West, 318.36 feet; thence traverse along said centerline, South 82 degrees 29 minutes 91 seconds East, 463.65 feet; thence traverse along said centerline, South 22 degrees 24 minutes 35 seconds East, 463.65 feet; thence traverse along said centerline, South 62 degrees 92 minutes 92 seconds East, 463.65 feet; thence traverse along said centerline, South 62 degrees 92 minutes 92 seconds East, 463.65 feet; thence traverse along said centerline, South 10 degree 54 minutes 32 seconds West, 102.29 feet; thence traverse along said centerline, South 10 degrees 40 minutes 32 seconds East, 391.25 feet to the fore traverse along said centerline, South 56 degrees 40 minutes 38 seconds East, 201.25 feet to morp in (marked 8 0034); and the POINT OF BEGINNING of this description, which is the centerline of a 50 foot wide easement; thence traverse along said centerline, North 87 degrees 41 minutes 17 seconds East, 114.96 feet; thence traverse along said centerline, South 86 degrees 50 minutes 17 seconds East, 114.96 feet; thence traverse along said centerline, South 86 degrees 50 minutes 33 seconds East, 51.27 feet to an iron pin (marked 5 0034) said centerline, South 86 degrees 50 minutes 35 seconds East, 51.27 feet to an iron pin (marked 5 0034) thate

SUBJECT TO covenants, conditions and restrictions of Deerfield Farms recorded January 20, 1990 in Miscellaneous Record 107, pages 133-142 and revised in Miscellaneous Record 112, pages 355-356.



SURVEYOR'S REPORT

This survey has been performed in order to: 1) determine the location of the property corners of the above described property. 2) set line stakes along the south and east side of the above described property, and 3) prepare a topographical map of the open area located on the above described property at the request of Ed Nelson. The corners indicated as found on the attached dwelling were used as the basis for this survey.

There are no improvements located on this property.

FLOOD CERTIFICATION: I certify that this property is not in a special flood hazard zone as shown on the Federal Emergency Management Agency Map Number 180176 0100 B.

In accordance with LAC 865 J-J2-7 and LAC 865 J-J2-8, the following locations of the lines and corners established on this survey are as a result of

- (A) Discrepancies in record descriptions and plats
- (B) Random Errors in Measurements (Theoretical Uncertainty)

Due to the Theoretical Uncertainty (due to random errors in measurement), the location of the corners established by this survey are within the specifications for a Class C Survey (0.50 feet) as defined in IAC 865.

CERTIFICATION: I hereby certify that I have surveyed the above described property, and that the attached drawing represents this survey.



I. Ross Drapalik
Reg. Land Surveyor, 9500011
State of Indiana
Documber 1, 1998

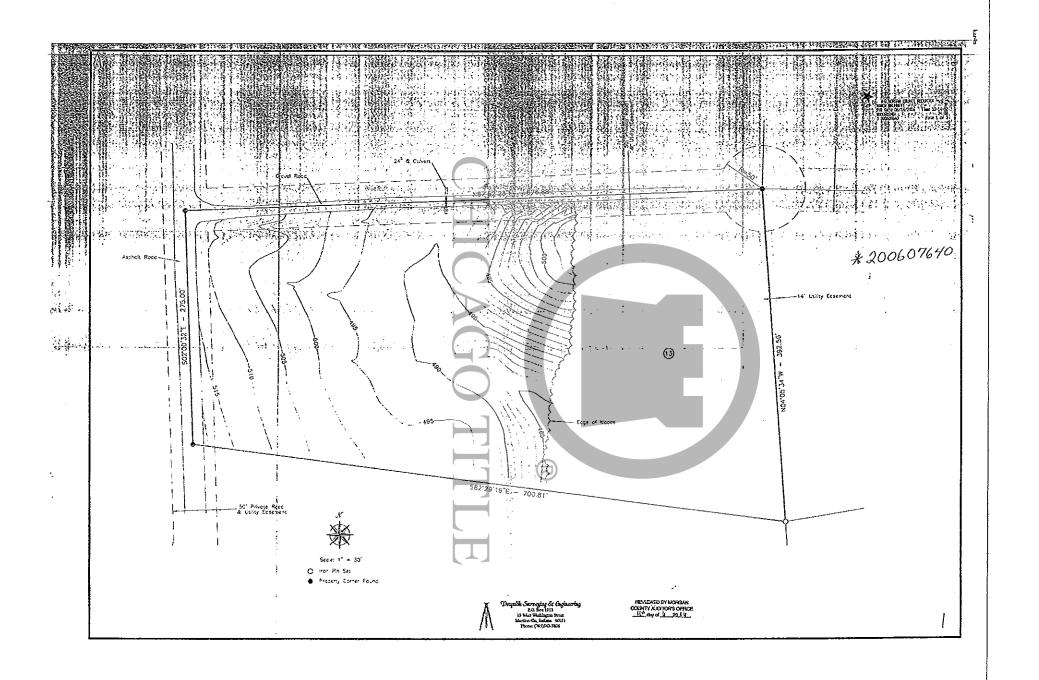
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REVIEWED BY MORGAN
COUNTY AUDITOR'S OFFICE

1 6 day of 10 20 16

n'dwg\deerflottr13.c

C





FOURTH AMENDMENT TO RESTRICTIVE COVENANTS OF DEERFIELD FARMS

of Deerfield Farms in Book 107, pages 133-142, and known as Instrument No. 9000250; and WHEREAS, Andrew R. Rendleman and Freda H. Rendleman (Developers) caused to be recorded in the Office of the Morgan County Recorder on January 12, 1990, the Restrictive Covenants

WHEREAS, Developers caused to be recorded a revised plat of said subdivision in the Office of the Morgan County Recorder on April 10, 1991, in book 112, pages 355-356; and

WHEREAS, Developers caused to be recorded in the Office of the Morgan County Recorder on May 5, 1993, a document entitled "First Amendment to Restrictive Covenants of Deerfield Farms" in Book 122, page 168, and known as Instrument No. 9304773; and

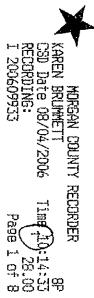
WHEREAS, pursuant to paragraph 13 of original Restrictive Covenants of Deerfield Farms, 75% of the membership and Developers caused to be recorded in the Office of the Morgan County Recorder on May 31, 1996 a document entitled "Second Amendment to Restrictive Covenants of Deerfield Farms "in Book 139, pages 536-544, and known as Instrument No. 9607306; and

WHEREAS, Deerfield Farms Association, Inc, caused to be recorded the "Third Amendment to Restrictive Covenants of Deerfield Farms" on October 22, 1998 in Book 155, Page 190 – 192, and known as Instrument No. 9817198.

and Third Amendment to Restrictive Covenants of Deerfield Farms to now read as follows: Covenants, First Amendment to Restrictive Covenants, Second Amendment to Restrictive Covenants, WHEREAS, 75% of the membership of Deerfield Farms do hereby amend said Restrictive

be known as 23-7-1.1 et. Seq., known as the Indiana General Not-For-Profit Corporation Act. All owners of the subject real estate shall be members of a not-for-profit corporation to DEERFIELD FARMS ASSOCIATION, INC., formed pursuant to Indiana Code

only one vote in the affairs of the Association where a tract has been sold on contract, the contract purchaser shall be entitled to the membership in any corporate affair upon exhibiting his or her contract. Each tract shall have Only one membership shall exist for each tract. In the event of multiple ownership and



- acres. Lot 6A will not be used for a building site, and the owner of these lots are entitled to only one vote in the affairs of the Association. (1996)

 B. For the purposes of these Restrictive Covenants, lots 10 and 11 shall be considered one lot and be comprised of one residence that totals 6.89 For the purposes of these Restrictive Covenants, lots 6A and 6B
- shall be considered one lot and be comprised of one residence with one home site that totals 10.03 acres. In the future if Lot11 is sold as a separate property. one vote in the affairs of the Association. before closing on the sale of the property. The owner of these lots is entitled to the assessment dues on the road paying(\$2138,00) is due and payable at or (1999)
- a vote of 75% of the members. The Developers were terminated by a 75% vote of the membership of Deerfield Farms in April of 1997 and Freda H. Rendleman (Developers) and shall continue in existence thereafter until terminated by Ņ The Association was initially incorporated and formed by Andrew R. Rendleman
- private roads within DEERFIELD FARMS. succeeding calendar year as to any road maintenance levies or association dues. The president shall -Profit Corporation Act. The president shall be responsible for the maintenance and repair of all determined by the all other powers vested in his office by Indiana Law. The affairs of the Association shall be governed by the Auditor's Transfer Books as of December 31, on or before January He shall cause notice to be mailed to all owners of record Indiana General Not-For 15 of the
- covenants the conformity of any such buildings to the requirements of these restrictive plans upon any tract prior to the commencement of construction so as to maintain road maintenance and shall have the power to determine the conformity of building The Board of Directors shall be responsible for establishing sufficient levis jor
- the affairs of the Association and the good of the membership. The Board shall also have the power to assess general dues for the conduct of
- Ω these restrictive covenants and to govern the affairs of the Association Corporation Act, the power to adopt appropriate by-laws in implementation of The Board of Directors has, pursuant to the Indiana General Not-For-Profit
- Ö vote or approval of a majority of the membership. (1996) The Board of Directors has the authority to determine the following without a
- 1. Road maintenance fee assessments
- Future planning
- 3. New home plan approval
- 4. Overall rule enforcement
- Ţij The Board of Directors shall consist of not less than three nor more than five members and each shall serve for a term of three years in a staggered duration,

- Ή, The annual meeting of the membership shall be held on the next to last Monday in May of each year (1996). Written notice stating the place, day and hour of the meeting records of the corporation, at least 10 days before the date of the meeting meeting, by the Articles of Incorporation, at the address which appears on the person calling the meeting, to each member of record entitled to vote at the meeting and, in the case of a special meeting, the purpose for which the is called, shall be delivered or mailed by a board member or
- the roads and roadways shall be mutual easements 50 feet in width as described in the plat attached as subject real estate shall be dedicated to the public. Until acceptance as public highways or otherwise, constructed into the public highway system, such roads so designated on the plat or survey of the 4 for the benefit of the several owners of tracts in DEERFIELD FARMS In the event Morgan County or a municipality shall accept the roads as finally

by the (1998). Annual dues shall be no less than \$200.00 (2002) due and payable on June 1 of each year several owners and members of the association by assessments known as the Association Dues cost of maintaining and repairing such roads in good, serviceable condition shall be borne

The Association Dues shall be a lien against the members' real estate located in Deerfield Farms, subordinate to any purchase money mortgage. Said liens shall be the liability of the owners of the tract and may be foreclosed in the name of the association by judicial proceedings as real estate mortgages are foreclosed. Foreclosure may occur 30 days after the due date set forth herein, and if the Association is required to pursue collection for unpaid dues, the owner of the tract, in addition to the Association Dues, shall also be liable for interest, the cost of collection, and reasonable attorney fees, (1998 Third Amendment)

described above (1999) construction company or subcontractor that they hire. Damaged roads are subjected to the same liens tract owner shall be liable and responsible for any streets that get damaged by them or

- Ņ for drainage as set out on individual surveys of tracts. All tracts shall be subject to easements in favor of public utilities or mutual easements
- 9 per DEERFIELD FARMS shall be exclusively residential with one single family dwelling tract.

- 7 No commercial activity, including home occupations or professional offices are hobby or repair of motor vehicles licensed to the tract owner for personal use and not for resale is permitted. welding or other automobile work for hire whatsoever shall be permitted. Personal permitted. No commercial agriculture is permitted. No auto mechanics or body work or
- 8 any period in excess of 48 consecutive hours. In no event at any time shall any tract have more than five motor vehicles thereon for
- No owners shall subdivide any tract into smaller parcels.
- As stated throughout these restrictive covenants, a structure or secondary structure consistent with aesthetic standards conducive to the maintenance of the highest and best property values in DEERFIELD FARMS. Any construction previously carports, sheds, outbuildings, pool houses, shelter houses, barns and ponds whether with a roof or not (1998). All plans for any structure and/or type of construction of shall refer to but NOT limited to the construction or erection of dwellings, garages, within 9 months from date of approval, otherwise another approval is needed by the approved, presently approved or approved in the future by the board, must be started determine prior to any approval that such construction is pursuant to governmental authority and permit, and shall be consistent with these restrictive covenants and approved in writing by the Board of Directors by majority vote. The Board shall dwellings, outbuildings, board members before construction can begin (2006) detached garages, or carports and fencing shall be first
- Ψ be a residence either temporarily or permanently. manufactured housing, garage, basement or temporary structure or travel trailer shall story, exclusive of porches, dwellings and at least 2,000 square feet of living area for those in excess of one least a two-car garage. No mobile homes, modular or sectional housing or All dwellings shall contain at least 1,500 square feet of living area for one story decks, patios and garages. All dwellings shall include at
- O unless granted extension by the Board of Directors. completed, including grading of sight and seedings and landscaping within one year completed on exterior within 6 months from the date of commencement and constructed upon concrete footers. Secondary buildings shall conform to or natural stone, solid wood or architectural concrete. All residences shall be All construction shall be new on site, standard construction with exteriors of brick, compliment the dwelling construction in materials and style. All dwellings shall be
- Ď. Morgan County Board of Health. Owners shall join any available sewer system. All All dwellings shall be served by septic or private sewage system approved by dwellings shall provide a Morgan County Board of Health approved well.
- (X) covenants. All tracts shall be maintained and grass and weeds seasonably cut so as shall extend beyond the front set back building line. Any fence on adjoining Except for solely ornamental fences as approved by the Board of Directors, no fence to maintain a neat and orderly appearance. No open, unsheltered storage of incidental to site preparation and construction authorized by these restrictive drilling, or excavation of any gas, liquid, mineral or soil shall be permitted except as Fences must be maintained to keep a neat and orderly appearance. No mining, fencing shall be the owners' responsibility notwithstanding the Statutory Fence Law. Board of Directors. (1998) No barbed wire fences shall be permitted. Any lines must not encroach, unless written consent by each owner is given to

- materials, equipment or junk, or inoperative automobiles or parts thereof shall be permitted
- T No dwelling or secondary structure shall be constructed within 75 feet of the front in Deerfield Farms. A variance can be approved for property owners who adjoin property line nor 40 feet from any side or rear property line between adjoining lots property outside Deerfield Farms (1998)
- Ç property, dead defoliated trees, and construction clearing. the Board of Directors, except in the case of emergency for the safety of persons or 60 inches above the ground may be cut down, pulled up or removed unless approved by personal gardens, arbors or fruit trees. No trees 8 inches or greater diameter and/or trees constituting a nuisance shall be permitted. Nothing herein shall be construed to prohibit purposes, including dog kennels, is prohibited. No noxious, offensive or illegal activity or greater, no animals shall be permitted. Breeding of any animal for commercial Aside from household pets and not more than 4 horses (2000) on tracts of 5 acres
- 0 Enforcement of all restrictive covenants may be by the resolution of the Board of Directors, in the person of the president, or by the owners of the real estate within DEERFIELD FARMS by injunction, together with the right to cause non-conforming structures to be removed by process of law or by award of damages. The violation of any restrictive covenants shall not result in remaining restrictive covenants another member (2006). The invalidity of a particular covenant shall not invalidate shall not be construed as a waiver of the right of enforcement for that same provision against forfeiture or reversion of title. Failure to enforce a particular provision against one member
- -subsequent conveyance shall likewise be deemed as acceptance of these restrictive covenants The recordation of these covenants constitutes notice to future grantees. Recordation of any reference to the Deed Book and page specifically incorporate all restrictive covenants set out whether or not the same shall be set out or referenced, but all subsequent conveyances may, by
- 12. construction of roads. pursuant to the Road Maintenance Levy hereunder shall be used for the purpose of the original necessary ditches and culverts as shown on Exhibit "A". No funds collected by the association have been completed by the installation of 25 feet in width of a roadbed consisting of 3 inches with regard to the construction of roads shall be deemed to have been satisfied when such roads The responsibility of developers of the tracts which are subject to these restrictive covenants stone overlaid with 3 inches of compacted No. 53 stone together with construction of
- 13 75% of the membership, as attested and recorded in the Morgan County Recorder's Office. These restrictive covenants may only be amended by an instrument bearing the signature of These amended restrictive covenants shall remain in full force and effect.

14 Any legal costs, court costs or otherwise, will be the responsibility of violating homeowner if any part of these restrictive covenants are violated and homeowner is found guilty of violating these covenants. For any costs incurred through legal action and subsequently paid for by the Deerfield Farms Homeowners Association, a lien will be placed, within 60 days, against violating homeowners property and will not be removed until all incurred costs are paid back to the Association (2006).

Note: All underlined portions of these preceding covenants indicate permanent additions or changes voted and agreed upon by the members of Deerfield Farms Homeowners Association.

the Restrictive covenants of Deerfield Farms, the First Amendment to the restrictive as attested by our signatures on the following pages: Farms, and the Fourth Amendment to the restrictive covenants of Deerfield Farms of Deerfield Farms, the Third Amendment to the restrictive covenants of Deerfield covenants of Deerfield Farms, the Second Amendment to the restrictive covenants the members of DEERFIELD FARMS ASSOCIATION, INC. do hereby amend

R

| Jimmy Landrum Lot 9 | Cindy L. Leffelman Lot 8 | Maria S. Williams Lot 7 | Josh Clossey Lot 4 Lyle Davis Lot 2 Kevin O'Connor Lot 2 Lyle Davis Lot 3 Michael Clephane Lot 3 Michael Isvino Lot 4 Linda A. Rakowski Lot 5 Michael M. Miller Lots 6A & 6B |
|---------------------|--------------------------|--------------------------|--|
| Kathy Landrum Lot 9 | | Ronald D. Williams Lot 7 | Amber Clossey Lot J Becky JO'Connor Lot 2 Judy Clephane Lot 3 Maria levino Lot 4 Matthew Rakowski Lot 5 Carl R. Miller Lots 6A & 6B |

| As President of Deerfield Farms Association, I here by swear the are true and are the persons who are listed below each signature. Wayne S. Anthony President Deerfield Farms in and for Soid Nowyar, this 4 day of 1 (Literal by Leva M. Moser May of 1 Change S. Mahany Hong Leva M. Moser Holand S. Mahany Hong Hong Holand S. Mahany Hong Hong M. Moser Holand S. Mahany Hong M. Moser Holand M. Moser Holand M. Moser Hong M. Moser Hon | Deniel L. Teeters Lot 16 | Susan H. Ksenak Lot 15 | Joséph T. Hankins Lot 14 | Charles E. Nelson Lot 13 | Junnifor A. Anthony Lot 12 | Lisa I. Nelson, Lots 10 & 11 |
|--|---------------------------|--------------------------|--------------------------|--------------------------|----------------------------|-------------------------------|
| As President of Deerfield Farms Association, I here by swear that the above signatures are true and are the persons who are listed below each signature. Sworn to before me, a notary Public, Sworn to before me, a notary Public, Notary of Any ou. Wayne S. Anthony President Deerfield Farms in and for said county, not and for said county. Notary Wayne S. Anthony President Deerfield Farms in and for said county, not and for said county. Notary Wayne S. Anthony President Deerfield Farms in and for said county. Notary SEAL Today 8-4-04 Today 8-4-04 8 | Melissa F. Teeters Lot 16 | Michael A. Ksenak Lot 15 | Cory Hankins Dot 14 | Judy M. Nelson Lot 13 | Wayne S. Anthony Lot 12 | Robert A. Nelson Lots 10 & 11 |