

1996/11/27
11:00 AM

RECORDED THIS _____ DAY OF _____, 1996, AT _____ O'CLOCK AM/PM
INSTRUMENT NO. _____
RECORDER OF MADISON COUNTY, INDIANA

DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS, RESTRICTIONS,
EASEMENTS, AND ASSESSMENTS OF JEFFERSON PLACE
PENDLETON, INDIANA

THIS DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS, RESTRICTIONS, EASEMENTS, and Assessments, hereinafter referred to as the "Declaration" or the "Covenants," is made this 13th day of November, 1995, by East Gate Developers, Inc., an Indiana corporation, hereinafter referred to as "Developer" or the "Developer."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Pendleton, Madison County, Indiana, as described in Exhibit "A" attached hereto and by reference is made a part hereof; and,

WHEREAS, Declarant hereby subdivides said real property and designates said subdivision as Jefferson Place Subdivision, hereinafter referred to as the "Real Estate" or the "Development," a 54.02 acre parcel of said Real Estate being more particularly described on said plat thereof recorded on App. 15, 1996, under instrument No. 4602275, Plat Cabinet Slide No. _____ in the Office of the Recorder of Madison County, Indiana, and by reference is made a part hereof; and,

WHEREAS, Declarant establishes a system of assessments and charges to be borne by lot Owners of the Development, hereinafter referred to as "Owner" or "Owners," to provide for maintenance of the Common Property in the Development and for insurance coverage and mutual enforcement of the restrictions by the Owners; and

NOW, THEREFORE, Declarant hereby affirms that all of the properties described in Exhibit "A" shall hereafter be held, subdivided, sold and conveyed subject to the following covenants which purport to protect the value and desirability of the Development and specified adjoining property, and which shall run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

A. The following are the definitions of terms used in this Declaration:

1. "Assessment" shall mean that share of the Common Expenses imposed upon each lot, as determined and levied pursuant to the provisions of Article XVII herein as well as any fees, costs, expenses, or fines as defined herein.

2. "Association" shall mean Jefferson Place Homeowner's Association, Inc. or an organization of similar name, its successors and assigns, and shall be created as an Indiana not-for-profit corporation hereafter. Its membership shall consist of Owners of lots in Jefferson Place, who pay mandatory assessments for liability insurance, project sign assessments maintenance, landscape easement maintenance, management fees and other expenses as determined by the Association. Each lot shall have only one (1) vote in all Association business regardless of the number of Owners for any particular lot.
3. "Builder" shall mean the contractors constructing the first residence on each lot, which may be the Developer for one or more lots. A "Builder" may be an "Owner" hereunder if otherwise qualified.
4. "Committee" shall mean the Jefferson Place Development Control Committee, composed of three (3) members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause as long as Developer owns one (1) lot. Developer, by appointment, shall fill vacancies which may occur from time to time on the Committee until such time as the subdivision is completely developed or at Developer's election after 75% of the lots are sold or built on, herein at which time the Association shall appoint this Committee from its membership.
5. "Common Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement and replacement of the Common Property as hereinafter defined, maintenance of the storm water system and the maintenance of the subdivision entry, including, but not limited to, mowing, and any other costs or expenses incurred by the Association for the benefit of the Common Property, including the cost of insurance as required herein. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage systems, or other improvements constructed by Developer.
6. "Common Property" shall mean all real and personal property which is in the nature of common or public improvements. Title to "Common Property" will be conveyed by the Developer to the Association.
7. "Dwelling Unit" shall mean a single-family residence, including attached garage, situated upon a lot in the development.
8. "Lot" shall mean any residential parcel of real estate as shown on the plat of the Development which is recorded in the Office of the Recorder of Madison County, Indiana. No lot may be subsequently subdivided for development purposes, except to adjust for minor side yard intrusions which may occur.
10. "Owner" shall mean a person who acquires any right, title or

interest, legal or equitable, in and to a lot, but shall exclude those persons having such interest merely as security for the performance of an obligation.

11. "Plat" shall mean the subdivision plat of the Development identified as the Final Plat of Jefferson Place Subdivision, recorded on the ___ day of _____, 1996, under Instrument Number _____, Plat Cabinet _____, Slide _____, in the Office of the Recorder of Madison County, Indiana.

ARTICLE II
CHARACTER OF THE DEVELOPMENT

A. ~~In General~~ Each numbered lot in the Development shall be a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any lot except a single-family Dwelling Unit. These covenants shall be subject to all applicable laws, rules, and regulations.

No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted within any residence, provided, however, this restriction shall not be construed to prohibit an Owner from:

1. Maintaining his professional library therein.
2. Keeping his personal business or professional records or accounts therein.
3. Handling his personal business or professional telephone calls or correspondence therein.

B. ~~Other Restrictions~~ All lots in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

ARTICLE III
RESTRICTIONS CONCERNING SITE, PLACEMENT, AND MAINTENANCE OF DWELLING UNITS
AND OTHER STRUCTURES

A. ~~Type, Place, and Nature of Construction Permitted and Approvals~~
~~Requirements~~ No Dwelling Unit, greenhouse, porch, garage, swimming pool, fences, basketball court, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the 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. Builders shall be permitted to submit sets of Master Plans of typical homes to the Committee, and when approved by the Committee, these Master Plans shall not require subsequent approval unless there are changes thereto.

1. Minimum Areas. The following restrictions shall apply: Any Dwelling Unit erected, placed or altered shall have the following minimum areas, exclusive of open porches and garages:
 - a. The minimum floor area of a single-story Dwelling Unit shall be 1,700 square feet; and
 - b. The minimum floor area of a Dwelling Unit of more than one story shall be 2,300 square feet.
2. Attached Garages. Each Dwelling Unit shall have a minimum of a two-car attached garage. No carports are allowed.
3. Driveways and Off-Street Parking Spaces. There shall be a minimum of two (2) off street parking spaces in each driveway. All driveways shall be constructed of concrete. A driveway shall not exceed in width, the side boundaries of the garage it serves and must be a minimum width of six (6) feet. No additional parking shall be permitted on a lot other than in the existing driveway. Builders shall install driveways during original construction of Dwelling Units.
4. Prohibition of Relocated or Moveable Structures. No Dwelling Unit, garage, out building or other structure of any kind may be moved onto any lot. No trailer, mobile home, storage shed, tent, basement, shack, garage, motor home, barn or other structure shall be placed or constructed on any lot at any time for use as either a temporary or permanent residence or for any other purpose.
5. Time Limits on Construction. The exterior of every Dwelling Unit, garage, or other structure permitted to be constructed or to remain on any lot shall be completed within six (6) months from the start of construction, including the application of at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed within one (1) year.
6. All such structures must be completed, and the site graded, sodded, or seeded and reasonably landscaped within one (1) year from the date of the commencement of construction thereof.
6. MAINTENANCE OF LOTS DURING CONSTRUCTION. All lots shall be kept and maintained in a slightly and orderly manner during the period of construction of any structures on said lots. No trash or rubbish of any kind shall be permitted to accumulate on any lot or adjacent lots, except in dumpsters or enclosures which shall be placed on the lots and not on the streets. The streets shall be kept clear of mud and dirt from water run off and excavation.
7. Basketball Goals and Similar Structures. To preserve the natural quality and aesthetic appearance of the development, basketball goals or similar structures must be approved by the committee for size, location, height, composition, and color prior to installation.

No goal or structure may be installed or maintained such that

- playing basketball occur in the street.
8. FENCE Except for landscape walls to be built by the Developer, all fences shall meet the following standards:
- a. Pool fences, where required, shall be a decorative type with some screen landscaping on the sides exposed to the street. All pool fences must meet requirements of the Madison County Building Commission codes and regulations.
 - b. No solid face construction without approval of the Committee.
 - c. Must be shadow box, split-rail, black iron or aluminum picket style, unless approved by the Committee.
 - d. Wooden fence may be painted or stained to blend with the color of the house.
 - e. For non-corner lots, no fence shall be installed between the front yard building setback line and the rear face of the house. For corner lots, no fence shall be installed between the building setback line and the side and front of the house facing the two respective streets.
 - f. All corner lot fences shall meet the requirement of Article III, Section B of these Covenants.
 - g. The heights of shadow box fences may not exceed six (6) feet. The heights of any other type of fence may not exceed four (4) feet, except for pool fences described in (a) above. Any fence must be maintained in good condition by the Owner, including repainting and restaining, as needed, removal of rust and repainting and repair of structural defects and deterioration.
 - h. All fences allowed hereby shall require prior approval from the Committee. Any deviation from the above requirements shall require approval from the Committee.
9. UTILITY LINES All utility lines in the Development shall be placed underground. Utility lines shall be installed under completed streets by jacking or boring methods. Street cuts shall not be permitted.
10. STORAGE TANKS No above or below ground fuel storage tanks allowed.
11. GUTTERS AND DOWNSPOUTS All gutters and downspouts shall be painted, except if copper gutters shall be installed.
12. AWNINGS AND PATIO COVERS Awnings and patio covers made of metal, fiberglass or similar type materials shall not be permitted in the Development without approval of the Committee.
13. ABOVE GROUND SWIMMING POOLS No above ground swimming pools shall be permitted in the Development. In ground swimming pools shall

- be located in backyards only and be permitted with the approval of the Committee.
14. Storage Sheds: Committee approval shall be required for storage sheds or similar type structures. All siding of such buildings is to be of the same or similar materials as the house.
 15. Satellite Dishes: The erection of satellite dishes with a diameter in excess of thirty (30) inches is prohibited.
 16. Required Masonry: All dwellings shall have a minimum of 40% masonry front on the first floor, exclusive of doors, windows, and gabies. Exceptions may be granted by the Committee where home style is not compatible with masonry.
 17. Exteriors: All exteriors shall be of wood or masonry, unless specifically approved by the Development Control Committee.
 18. Light Fixtures: In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, outside light fixtures must be approved by the Committee as to size, location, height, composition, and color before they may be installed. No dusk to dawn security lighting is allowed.
 19. Utility Heters and HVAC Units: All utility heters and HVAC units in the Development shall be located in places not seen from the street or shall be screened, if located in the fronts of the Dwellings.
 20. Clothes Lines: No permanent clothes lines are permitted.
 21. Dog Runn or Kennels: No dog runs or kennels are allowed.
 22. Mailboxes: Builders shall install Committee-approved and Post Office-approved curb side rural mail boxes during original construction of the Dwelling units. Each Owner shall maintain and replace his or her mailbox with the same type, unless a change in design and color is approved by the Committee.
- B. Right Distances at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height sufficient to prevent obstruction of such sight lines.
- C. Building Setback Lines:** Front, side and rear building setback lines are established as shown on the recorded plat. Between said lines and the right-of-way lines of the streets and the side and rear lot lines,

no structures may be erected or maintained.

- D. Damaged Structures. No dwelling unit which has been partially or totally destroyed by fire or other catastrophic event shall be allowed to remain in such state for more than thirty (30) days from the date of such occurrence.

- E. Maintenance of Lots and Improvements. The Owner of any Lot in the Development shall at all times maintain the lot and any improvements thereon in such a manner to prevent the lot or improvements from becoming unsightly. Specifically, the Owner shall:

1. Establish and mow the grass with reasonable frequency to prevent its growth from exceeding five (5) inches in height, except for the Developer or Builders who shall not allow the height of grass on vacant lots to exceed twelve (12) inches.
2. Keep lot free of debris and rubbish;
3. Prevent the existence of any other conditions which may detract from or diminish the aesthetic appearance of the Development;
4. Remove dead trees and replace with like species; and,
5. Maintain the exterior of all improvements in good repair to avoid any unsightly appearance.

ARTICLE IV
EASEMENTS

The strips of ground shown on the recorded plat of the Development which are marked "D.U. 25.E." (Drainage, Utility and Sewer Easements) are reserved for the use of public utility companies, including cable television companies and other agencies, but not including transportation companies, for the purpose of installing and maintaining swales, ducts, underground wires, sewers, drains and appurtenances thereto. Said easements shall be perpetual from the date of this instrument by the Developer, its successors and assigns. No permanent or other structures may be erected or maintained in said easements except for temporary structures, fences, driveways and walkways. The Owners of Lots in the Development shall take title to said Lots subject to the rights of said companies and agencies and the other owners of said Lots in the Development for purposes of ingress and egress in, along and through said easements so reserved.

ARTICLE V
MISCELLANEOUS PROVISIONS AND PROHIBITIONS

- A. Nuisance. No noxious or offensive activities shall be conducted on any Lot in the Development, nor shall anything be done on any Lot which shall be or shall become an unreasonable annoyance or nuisance to the Owners of other Lots in the Development. Nor shall Developer, any officer, agent, employee or contractor thereof, the Association, or any Owner be liable for any damage which may result from enforcement of the provisions of this paragraph.

B. **SIGNS.** No signs or advertisements shall be displayed or placed on any lot or structure in the Development without the prior written approval of the Committee, except the sale of a lot or residence. However, Developer and designated Builders may use for sale and advertising signs during the sale of lots and the construction of houses in the Development.

C. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that

1. they are not kept, bred, or maintained for any commercial purpose;
2. they not become a nuisance to other Owners; and
3. they be leashed upon leaving Owner's property.

No owner shall have more than two (2) household pets on any lot at any one time.

D. **VEHICLE PARKING.** Owners' vehicles shall be parked in garages or in driveways. Guest vehicles may be parked on the street for a period not exceeding twenty-four (24) hours.

Any motor vehicle which is inoperative or not being used for normal transportation shall not be permitted to remain on any street or lot except within a closed garage. Motor vehicles shall not be parked upon grassy or landscaped areas, unless otherwise provided by the rules and regulations of the Committee, motor homes, mobile homes, boats, campers, commercial trucks and similar vehicles shall not be parked or stored upon a lot unless within a closed garage. No vehicles shall be placed on blocks or jacks for purposes of repair, except for repairs made in garages.

E. **DITCHES AND SWALES.** All Owners shall keep unobstructed and in good repair, all open storm water drainage ditches and swales located on their respective lots. Owners of all lots in the Development shall comply at all times with the provisions of the Development Plan (Grading Plan) as approved for this plat by the Madison County Drainage Board and the requirements of all drainage permits issued for any lot within the Development. Any field tile or underground drain encountered during construction of any improvements within the Development shall be perpetuated. All Owners of lots in the Development, their successors, and assigns, shall comply with the Indiana Drainage Code of 1965, and all amendments thereto. No culverts shall be installed by any lot owner without the written consent of the Madison County Drainage Board. All storm sewers, swales and subsurface drains within easements as shown by the approved construction plans are a part of the "Jefferson Place Urban Regulated Drain."

No sanitary waste or other wastes shall be permitted to enter the storm drainage system. Discharge from any floor drain shall be permitted to discharge into the storm sewer system or into the swales. Downspouts shall discharge onto the surface at the ground or into the storm drainage system. Roofing drains shall be connected to yard subdrains or storm drains. By purchase of a lot, each Owner agrees that any

violation of this paragraph constitutes a nuisance which may be abated by Developer, the Association, or any Owner in the Development in any manner provided at law or in equity. The cost or expense of abatement of a nuisance or any other violation of these Covenants, including court costs and attorney's fees, shall become a lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

F. Antennas. The Committee shall approve all exposed antennas. The maximum height of exposed antennas shall not exceed five (5) feet above the roof peak.

G. Solar Heat Panels. No solar heat panels shall be allowed.

H. Requirement to Mow Grass in Public Right-of-Way. Each Owner shall be required to mow the grass in public right-of-way between the sidewalk and the curb along each Owner's respective lot limits.

I. Garbage, Trash, and Other Refuse. No Owner of a lot in the Development shall burn or bury out-of-doors, any garbage or refuse. Nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his or her lot.

All trash must be in closed containers or bags. Trash containers shall only be placed on the curb after 7:00 o'clock p.m. the day before pickup and must be removed from the street on the day of collection.

J. Sideyard Collects. No outside collects shall be permitted on any lot in the Development (except during the period of construction and then only with the consent of the Committee).

ARTICLE VI SUBMITTAL AND APPROVAL OF PLANS

A. Submittal of Plans. No building, wall or other structure, shall be commenced, erected or maintained in the Development, nor shall any exterior additions, changes, or alterations therein or thereto, be made until the plans and specifications for said additions, changes or alterations are submitted in writing to and approved in writing by the Committee as to harmony of external design and location in relation to surrounding structures and topography.

B. Approval of Plans. Approvals, determinations, permissions or consents of and for plans required herein shall be deemed given if they are given in writing and signed by a majority of the Committee.

C. Development Control Committee. Upon transfer of control of the Association to the Board of Directors and/or Officers of the Association, Developer will retain the approval of the first Dwelling constructed upon any lot. All other approval of plans will be transferred to the Development Control Committee.

1. Power of Committee

a. In General. No building structure, or improvement of any type or kind shall be constructed or placed on any lot in the

Development without prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee.

Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing all existing conditions upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of one-quarter (1/4) inch equals one foot (1'), or to such other scales as the Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer, or architect. Plot plans submitted for Building Permits shall bear the stamp or signature of the Committee acknowledging the approval thereof.

b. Power of Disapproval. The Committee may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement, when:

1. the plans, specifications, drawings, or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;
2. the design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures; or
3. the proposed improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare, or rights of all or any part of the other Owners.

d. Power of Committee. The Committee shall approve or disapprove the proposed improvement within fifteen (15) days after all required information is received by it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that a notification is one of disapproval, it shall specify the reason or reasons for such disapproval. In the event that a written approval is not received from the Committee within fifteen (15) days from the date of receipt of the information 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.

The submitting party can re-submit and if no written approval or denial is received, after the next fifteen (15) days, the no action shall be construed as approval.

d. In General. Any party to whose benefit these restrictions inure, including Developer, Association and any Owner in the Development, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing to abide by, enforce, or carry out any of these Restrictions.

e. Liability of Committee. Whether the Committee nor any agency thereof nor the Developer, shall be responsible in any way for any defects in any plans, specifications, or other materials submitted to it, nor for any defects in any work done according thereto.

g. Inspections. The Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

h. The failure of the Committee to act in any particular situation with any particular party shall in no way be a waiver of any right of action or enforcement in the future.

ARTICLE VII

RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER

Whenever two or more contiguous lots in the development are owned by the same Owner, and said Owner proposes to use two or more of said lots as a site for one (1) Dwelling Unit, said Owner shall apply in writing to the Committee for permission to use said lots for this purpose. If permission is granted, Owner must comply with all requirements of the Madison County Unified Subdivision Ordinance. The lots constituting the site for said Dwelling Unit shall be treated as a single lot for the purpose of applying these restrictions while the lots remain improved with one (1) Dwelling Unit. No multiple-family dwellings shall be permitted in the development.

ARTICLE VIII

REMEDIES

a. Available Remedies. In the event of a violation, or threatened violation, of any of the covenants herein recited, Defendant, the Owners and all other parties claiming under them ("Interested Parties"), individually or through the Association, shall have the right to enforce the covenants contained herein, and may pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, and including the right to secure injunctive relief or to secure removal by due process of any structure not in compliance with the covenants contained herein, and shall be entitled to recover reasonable attorneys' fees and the

costs and expenses incurred as a result thereof.

B. Government Enforcement. The Madison County Plan Commission, its successors and assigns, shall have no right, power or authority to enforce any Covenants contained in this Declaration other than those Covenants which expressly run in favor of the Madison County Plan Commission; provided further, that nothing herein shall be construed to prevent the Madison County Area Plan Commission from enforcing any provisions of the Unified Subdivision Ordinance, as amended, or any conditions attached to approval of the plat of Jefferson Place Subdivision, by the Plat Committee, and any subsequent sections approved thereafter.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or some of these Covenants shall be held to be a waiver by that party (or any estoppel of that party to assert) of any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Covenants.

ARTICLE IX
EFFECT OF RECORDING AN OWNER

The Owner of any lot, by the acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of said lot, shall accept said deed and execute said contract subject to all Covenants and Agreements herein contained. By acceptance of said deed or the execution of said contract, the Owner acknowledges the rights and powers of Interested Parties with respect to the Covenants, and also, for themselves, their heirs, personal representatives, successors and assigns. Said Owner shall covenant and agree with and consent to Developer and with and to the Owners and subsequent Owners of each of the lots affected by the Covenants to keep, observe, comply with and perform said Covenants and Agreements.

ARTICLE X
TITLES
CHICAGO TITLE

The underlined titles of the various Articles and sections of these Covenants are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Covenants. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

ARTICLE XI
DURATION AND AMENDMENT

A. Duration of Declaration. This Declaration shall be effective for an initial term of twenty (20) years from the date of its recording by the Recorder of Madison County, Indiana, and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless at the end of any term the Owners of seventy-five percent (75%) of the

Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Declaration shall be perpetual unless otherwise expressly indicated herein.

B. Amendment of Declaration Developer hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring this Declaration into compliance with the requirements of any public agency having jurisdiction thereof or any agency guaranteeing, insuring, or approving mortgages, or to change or modify Covenants for amendments to the Plat or Article III Restrictions which would apply to future construction so long as Developer owns any lots within the Development; provided that Developer shall not be entitled to make any amendment which will have a materially adverse effect on the rights of any Mortgagee, nor which will substantially impair the benefits of the Covenants to any Owner or substantially increase the obligations imposed by the Covenants on any Owner without their prior written approval. Upon the conversion of Class B membership to Class A membership as provided in Article XV, Section B.2, the Covenants may be amended upon the approval of 60% of the Lots Owners.

**ARTICLE XIX
SEVERABILITY**

The within Covenants shall run with the land and shall be binding on all parties claiming under them. Invalidation of any of the covenants by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Developer retains the right after due notice to the Association to amend these Covenants, Easements, and Restrictions in order to correct any typographical errors and/or omissions without Lot Owners' approval until Developer transfers control of the Association to the Owners.

**CHICAGO TITLE
ARTICLE XVII
DEDICATION OF STREET RIGHTS-OF-WAY**

All street rights-of-way shown on the plat and not heretofore dedicated to the public are hereby dedicated to the public.

**ARTICLE XIV
HOMEOWNERS' ASSOCIATION**

The Association shall be an Indiana not-for-profit corporation and shall operate in accordance with Articles XV through XVII of this Declaration.

**ARTICLE XV
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

A. **MEMBERSHIP** Every Owner of a lot, which is subject to assessment,

shall be a member of the Association. Membership shall be apportionant to and may not be separated from the ownership of any lot. In addition, the Association, and/or its members therein, may be members in any one or more umbrella or joint homeowners' associations, if any, composed of associations and/or members from surrounding areas or, if organized by the Builders or Lot Owners, of a community.

B. Classes of Membership: The Association shall have two (2) classes of voting members:

1. Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

2. Class B: The Class B member(s) shall be the Declarant, who shall be entitled to three (3) votes for each lot owned, and the members of the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership;
- or
- b. on December 31, 2001.

C. Board of Directors: The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. The initial Board of Directors shall be appointed by Developer and shall manage the affairs of the Association until Developer transfers control of the Association to the Owners as required herein.

D. Responsibility of the Association: The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the Individual Owners in all matters pertaining to the determination of Common Expenses, the collection of annual and special Assessments, and the granting of any approvals whenever and to the extent called for by the Declaration for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners seeking enforcement of the covenants contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declaration or for any failure to take any action called for by the Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall procure and maintain casualty insurance, liability insurance (including directors' or officers' insurance) and such other insurance as it deems necessary or advisable. The Association by its Board of Directors may contract for management services and such other services as the Association deems

necessary or advisable.

K. Transfer of Control of Association: Developer shall transfer control of the Association to the Owners no later than the earlier of:

1. Four (4) months after three-fourths (3/4) of the Lots in the Development have been conveyed to Owners; or
2. Five (5) years after the first Lot is conveyed to an Owner in the Development.

ARTICLE XVI
INSURANCE

A. Public Liability Insurance for Common Property: The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Common Property, as the Board of Directors shall deem appropriate.

B. Comprehensive Public Liability Insurance: The Association also shall maintain in force comprehensive public liability insurance and such other liability insurance, with such coverages and limits, as the Board of Directors shall deem appropriate. All such policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, the Developer, any Managing Agent, their respective employees and agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on acts of individual Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies shall name the Association, for the use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is primary, even if an Owner has other insurance covering the same loss; shall show the Association or Insurance Trustee, in trust for each Owner and Mortgagee, as the party to which proceeds shall be payable; shall contain a standard mortgage clause and shall name Mortgagees as Mortgagees; and shall prohibit any cancellation or substantial modification to coverage without at least thirty (30) days prior written notice to the Association and to the Mortgagees. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Directors and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessees of any Owners, shall have the right to recover losses insured for their benefit.

C. Professional Management Firm Insurance: A professional management firm shall provide insurance coverage to the same extent as the Association would be required to provide if it were managing its own operation and shall submit evidence of such coverage to the Association.

D. Owner's Responsibility for Loss: Each Owner shall be solely responsible for loss of or damage to the improvements and his personal property located on his Lot, however caused. Each Owner shall be solely responsible for obtaining his own insurance to cover any such

loss and risk. Also, each Owner shall be solely responsible for any liability insurance to cover activities on his lot.

ARTICLE XVII
COVENANT FOR ASSESSMENTS

- A. PURPOSE OF ASSESSMENTS: The Assessments levied by the Association shall be used exclusively for purposes of the improvement, repair, replacement and maintenance of project sign structures, common areas, landscaping associated with said project sign structures, maintenance of any project fence and landscape easement.
1. Each owner covenants and agrees to pay the Association:
- a. A Pro Rate Share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.
- b. A Pro Rate Share (as hereinafter defined) of any special Assessments fixed, established and determined from time to time, as hereinafter provided.
- B. PRO RATA SHARE: The pro rata share of each Owner for purposes of this paragraph shall be the percentage obtained by the fraction of one over the total number of lots (1/Total no. of lots).
- C. LIABILITY FOR ASSESSMENTS: The Assessment on each lot, together with any interest thereon and any costs of collection thereof, including a attorney's fees, shall be a charge on each lot and shall constitute a lien upon each lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each lot at the time when the Assessment is due. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lien thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the lien of any mortgage whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed.
- D. BASES OF ANNUAL ASSESSMENTS: The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Common Property. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association.
- E. BASES OF SPECIAL ASSESSMENTS: Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the

Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the approval of sixty percent (60%) of the Owners present at the meeting convened per Clause K of this Article XVII, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.

F. Fiscal Year: Date of Commencement of Assessments: Due Dates. The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessments on each lot in the Development shall commence on the first day of the first month following the month in which Declarant or Builder first conveys ownership of any lot to an Owner; provided that if any lot is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such lot commencing on the first day of the first month following the date of such occupancy. The declarant shall have the right, but not the obligation, to make up any deficit in the budget for the Common Expenses for any year in which declarant controls the Association, subject to its right to be reimbursed therefor as provided herein.

The first annual Assessment shall be made for the balance of the fiscal year of the Association in which such Assessment is made and, with respect to particular lots, shall become due and payable on the date of initial transfer of title to a lot to the Owner thereof. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable, in full, as of the above date, except that the Board of Directors may, from time to time by resolution, authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments. Declarant shall not pay an assessment on lots which are not sold.

G. Duties of the Association:

1. **Books and Records:** The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times. Except as may be otherwise provided in the Association's By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner of Mortgage upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the lots and upon the Owners to be mailed to the Owners or their designated representatives. Notice of the amounts of the annual Assessments and the days following the determination thereof. Notices of the amounts of special Assessments shall be sent as promptly as

practical and, in any event, not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

2. Certificate of Assessment. Upon request the Association shall promptly furnish to any Owner, prospective purchaser, title insurance company, or Mortgagee, a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

3. Request for Notice from Mortgagee. The Association shall notify any Mortgagee from which it has received a request for notice:

- a. of any default in the performance of any obligation under this Declaration by any Owner which is not remedied within sixty (60) days;
- b. of any condemnation of casualty loss that affects either a material portion of the Development of the lot securing its mortgage;
- c. of any lapse, cancellation, or material modification of any insurance policy required to be maintained by the Association; and
- d. of any proposed action which requires the consent of the Mortgagee or a specified percentage thereof, as set forth in the Declaration.

II. Assessment Remedies for Non-Payment of Assessments.

1. Lien for Non-Payment of Assessment. If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assigns of such Owner in said lots provided however, that the lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage.

2. Initiation of Action by Association for Non-Payment of Assessment. If any Assessment upon any lot is not paid within thirty (30) days after the due date, such Assessment and all cost of collection thereof, including attorneys' fees, shall bear interest from the

date of delinquency until paid at a rate of eighteen percent (18%) per annum and the Association may bring an action against the delinquent Owner in any court having jurisdiction to enforce payment of the same and/or to foreclose the lien against Owner's lot, and there shall be added to the amount of such assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following year, except so long as the Declarant controls the Association, Declarant may, at its sole discretion, make up such deficit; provided, however, that Declarant shall be reimbursed by the Association for such funded deficits, together with interest at 18% per annum until so reimbursed, from available surpluses in later years of, through a special assessment at the time of transfer of control of the Association to Owners.

J. Initial Assessment. During the first year in which the date when the Declaration is recorded, the annual Assessment per lot shall not exceed One Hundred Fifty Dollars (\$150.00) for Class A members, payable annually. This amount shall not indicate amounts of future annual Assessments. Future Assessments shall be based on an annual budget and shall be for a full year. Regular Assessments may be increased up to 15% each year without a vote of the membership; provided that proper notice is given to the Owners, not less than thirty (30) days in advance of the meeting to approve the annual budget. The Declarant, at its sole discretion may advance to the Association any of the first year deficit and pay be reimbursed by subsequent assessments.

K. Notice and Quorum for any Action to Increase Assessments. Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Association shall be sent to all Owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and then the required quorum shall be those Owners who are present at this subsequent meeting.

L. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. provided, however, the sale or transfer of any first mortgage on such lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. If and to the extent this paragraph is inconsistent with any other paragraph in the Declaration, then this paragraph shall prevail.

IN WITNESS WHEREOF, the undersigned have hereunto caused
Itc and their names to be subscribed this 13th day of November, 1995.

Rate Date Developers, Inc.

BY: *Roy L. Prock*
Roy L. Prock, Secretary

STATE OF INDIANA)
COUNTY OF HARRISON) SS:

Before me, a Notary Public in and for said County and State, personally
appeared Roy L. Prock, Secretary of Rate Date Developers, Inc., an Indiana
Corporation, who acknowledged the execution of the foregoing Declaration of
Covenants, Conditions, Compliments, Restrictions, Easements and Assessments
as such Officers acting for and on behalf of said Corporation, and who,
having been duly sworn, stated that any representations herein contained are
true.

Witness my hand and Notarial seal this 13th day of November, 1995.



JOE ROACH, Notary Public
My Commission Expires 8-3-99
Residing in Marion County

Joe E. Roach
Joe E. Roach, Notary Public

County of Residence: Marion
My Commission Expires: 8-3-99

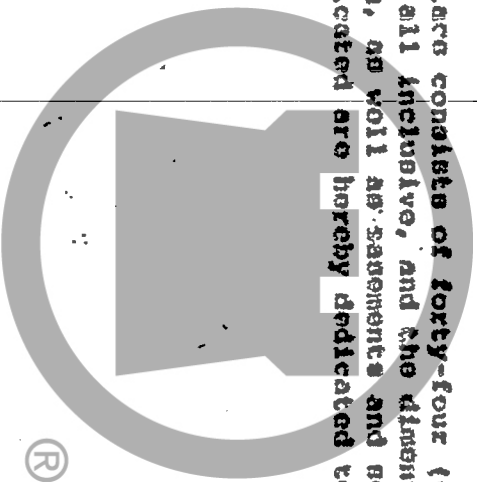
CHICAGO TITLE

This instrument prepared by:
William W. Raab
Attorney at Law
8385 Rockville Road
Indianapolis, IN 46234

Beginning at a point in the centerline of State Road No. 3B, said point being North 89 degrees and 08 minutes West 1,442.85 feet from the Southeast corner of the Northeast quarter of Section 13, Township 18 North, Range 6 East, and running thence North 89 degrees and 08 minutes West 636.6 feet along said centerline, thence North 89 degrees and 23 minutes West 553.5 feet along said centerline, thence North 00 degrees and 12 minutes East 548.45 feet, thence North 89 degrees 45 minutes and 15 seconds East 20.7 feet, thence North 00 degrees 13 minutes and 45 seconds East 150 feet, thence North 89 degrees and 29 minutes West 602.4 feet, thence North 00 degrees and 34 minutes West 719.6 feet to the center of 24-inch diameter concrete post, thence South 89 degrees, 24 minutes and 30 seconds East 2,009.35 feet to the centerline of Road 625 West, thence South 00 degrees and 00 minutes (assumed bearing) 1,074.9 feet along said centerline of road, thence North 89 degrees and 08 minutes West 235.02 feet, thence South 00 degrees and 23 minutes East 347.02 feet to the point of Beginning.

Being a part of the Northeast quarter of Section 13, Township 18 North, Range 6 East and containing 54.02 acres, more or less, subject to legal rights-of-way and easements of record.

The plat for Jefferson Place consists of forty-four (44) lots numbered one (1) through forty-four (44), all inclusive, and the dimensions of lots and widths of streets are shown thereon, as well as easements and setback lines. All streets shown and heretofore dedicated are hereby dedicated to the public.



CHICAGO TITLE

RECORDED RECORD

5/15/19 11:57

MADISON COUNTY RECORDER

pep
Duly Entered for Taxation
Subject to Final Reconciliation

JUN 29 2000

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, COMMITMENTS, RESTRICTIONS,
EASEMENTS, AND ASSESSMENTS OF
JEFFERSON PLACE, PENDLETON, INDIANA

Robin Miller
Auditor Madison County, IN

This Amendment to the Declaration of Covenants, Conditions, Commitments, Restrictions, Easements and Assessments (hereinafter referred to as the "Declaration" or "Covenants") is made this 10th day of May, 2000, by EASTGATE DEVELOPERS, INC., an Indiana Corporation, hereinafter referred to as "Declarant" or "The Developer"

WITNESSETH:

WHEREAS, Declarant is the owner of the majority of lots in Jefferson Place, certain property located in Pendleton, Madison County, Indiana, as described in Exhibit A, attached hereto and by references made a part hereof; and

WHEREAS, Declarant previously recorded a Declaration of Covenants, Conditions, Commitments, Restrictions, Easements, and Assessment of Jefferson Place, Pendleton, Indiana in the records of Madison County, Indiana, on April 15, 1996, at Instrument Number 9607276; and

WHEREAS, Declarant has control of the Homeowners Association pursuant to Article XV of the Declaration; and

WHEREAS, Article XI, paragraph D, provides that the Developer hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by developer without the approval of any other person or entity.

WHEREAS, said Declaration and Covenants do not contain a provision for a model home upon the real estate owned by the Declarant; and the Developer hereby amends Article II of the Declaration as follows:

Article II
Character of the Development

- A. In General: Each numbered lot in the Development shall be a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot, except a single family Dwelling Unit. These covenants shall be subject to all applicable laws, rules and regulations.

No industry, business trade, or profession of any kind shall be conducted, maintained or permitted within any residence, provided, however, this restriction

CHICAGO TITLE

1996
10/9/96
LKR

Z00012608

shall not be construed to prohibit an Owner from:

1. Maintaining his professional library therein.
2. Keeping his personal business or professional records or accounts therein.
3. Handling his personal business or professional telephone calls or correspondence therein.

Provided, however, nothing contained herein shall prevent the construction and staffing of model homes in said Jefferson Place by any builder named of Developer's choice. Said builder(s) shall be allowed to staff said model home(s) subject to the terms and conditions set forth in Paragraph B below.

B. Model Home:

1. **Hours of Operation.** Any model home constructed within the subdivision shall be open no earlier than 9:00 a.m. and shall close no later than sunset.
2. **Signage.**
 - (a) All signage, signage illumination, and illumination for said model home(s) shall be in compliance with the Madison County Comprehensive Plan:
3. **Occupancy:** Upon the sale of all remaining lots within the sub-division, the model home(s) shall be sold as a private residential dwelling.
4. **Construction and Landscaping:** The construction and landscaping for the model home shall be in compliance with all terms and conditions of the Declaration of Covenants, Conditions, Commitments, Restrictions, Easements and Assessments of Jefferson Place as previously recorded herein and any additional Amendments thereto.
5. **Staffing:** Declarant builder(s) shall be allowed to staff the model home(s) for purposes of showing same and other available floor plans to prospective purchasers of lots within Jefferson Place. Provided, however, that no person shall reside in the model home(s) so long as it is used for that purpose.

C. Other Restrictions: All lots in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and

CHICAGO² TITLE

200012608

regulations affecting the Development, all of which are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned as hereunto caused its name and seal to be subscribed this 10th day of May, 2000.

EASTGATE DEVELOPERS, INC.

By: Loren Ellis
Loren Ellis, President

STATE OF INDIANA, COUNTY OF MADISON, SS:

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Loren Ellis, President, respectfully of Eastgate Developers, Inc., who acknowledged execution of the foregoing Deed for and on behalf of said corporate grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 10th day of May, 2000.

My Commission Expires:

Joe Roach
Notary Public
County,

Prepared by:

SANSBERRY DICKMANN FREEMAN & BULLTA
By: Samuel D. Taylor, 15751-53

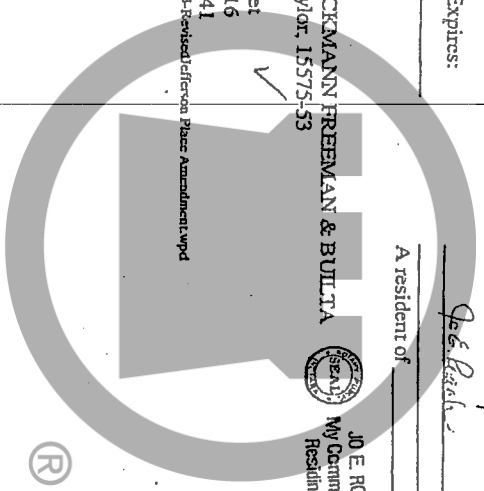
JO E. ROACH, Notary Public
My Commission Expires: 8-3-07
Residing in Marion County

Attorney at Law

1001 Jackson Street
Anderson, IN 46016

Tel: (765) 643-5441

FILED:\NTS\ELLS000503-3-Noted\refcon Place Amendment.rpd



RECEIVED FOR RECORD

00 JUN 30 AM 11:24

CATHERINE SUTTON
MADISON COUNTY RECORDER

CHARGO TITLE

200012608

8597215 89 06
47/1988 11:49:18
Madison County Rec
Recorded as Presert

A Part of The Northeast Quarter Of Section 13, Township 18 North, Range 6 East in Green Township, Madison County, Indiana.

A FINAL PLAT OF JEFFERSON PLACE

ACCEPTANCE OF DEDICATIONS:
So it is resolved by the Board of County Commissioners, Madison County, Indiana, that the dedications shown on this plat are hereby approved and accepted this 13th day of March, 1995.

BOARD OF COMMISSIONERS:
James B. ...
Sandy S. ...
Stephen E. ...
Lucille M. ...

Plan Commission Approval
Approved by the Madison County Plan Commission in accordance with Madison County Code 36-7-4-700.

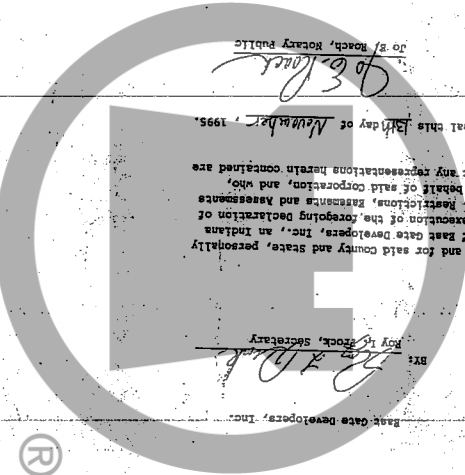
BY: *Bill ...*
CHAIRMAN
Clayton ...
SECRETARY
APR 13 1995

IN WITNESS WHEREOF, the undersigned have hereunto caused
its and their names to be subscribed this 13th day of March, 1995.

BY: *Roy ...*
Roy L. Brock, Secretary
STATE OF INDIANA)
COUNTY OF MADISON) SS:

Before me, a Notary Public in and for said County and State, personally appeared Roy L. Brock, Secretary of East Gate Developers, Inc., an Indiana Corporation, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions, Restrictions, Easements and Assessments as such Officers acting for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations herein contained are true.

Witness my hand and Notarial Seal this 13th day of March, 1995.
Roy L. Brock
Roy L. Brock, Notary Public
My Commission Expires: 8-3-99
Madison County, Indiana



County of Residence: Madison
My Commission Expires: 8-3-99

OWNER:
EAST GATE DEVELOPERS, INC.
4825 ROCKYHILL ROAD
ANDAMAR, IN 46234

All Lots are subject to certain
restrictions as recorded in Instrument No.
of Recorder's Madison County, Indiana.

PREPARED BY:
RAML
ADDRESS: MADISON 46203
DR #41-344
Drawn By: F. W. A. ...

Recorded this 15th day of April, 1995.
Attest: 15th day of April, 1995.
Number: 9407276
Recorder of Madison Co., Indiana

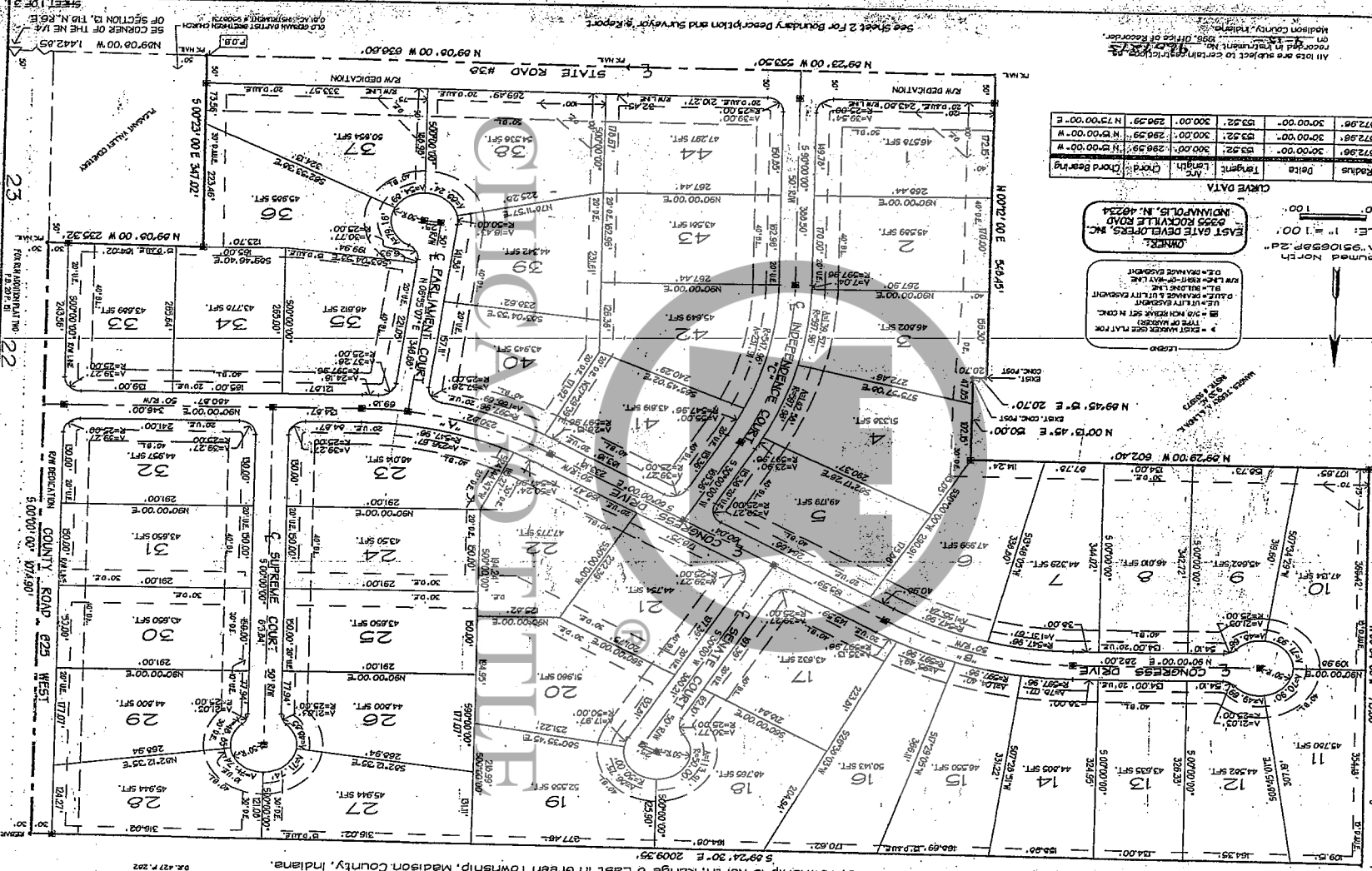
DATE: 11-19-2009 3 PM
DRAWN BY: JAMES M. BROWN
CHECKED BY: JAMES M. BROWN
RECORDS & PLATTING DEPARTMENT
MADISON COUNTY, INDIANA

A Part Of The Northeast Quarter Of Section 13, Township 12 North, Range 6 East in Green Township, Madison County, Indiana.
#9607275

LET PLATS NO. 5013 N.C.
PA. 427 P. 202

LET PLATS NO. 5013 N.C.
PA. 427 P. 202

52921'20" E 200935



Assumed North
SCALE: 1" = 100'
INDIANAPOLIS, IN. 46224

CURVE DATA

Curve	Radius	Delta	Tangent Length	Chord	Chord Bearing
A	572.98'	30°00'00"	300.00'	298.39'	N 75°00'00" W
B	572.98'	30°00'00"	300.00'	298.39'	N 15°00'00" W
C	372.98'	30°00'00"	225.00'	223.69'	N 75°00'00" E

COMPETENT: EAST GATE DEVELOPERS, INC.
2335 ROCKVILLE ROAD
INDIANAPOLIS, IN. 46224
PREPARED BY: JAMES M. BROWN
DATE: 11-19-2009
FILED IN: 5013 N.C.
PA. 427 P. 202

500723'00"E S41'02"

All lots are subject to certain conditions of record in plat No. 5013 N.C. PA. 427 P. 202 filed in the Office of Recorder, Madison County, Indiana.

See Sheet 2 For Boundary Description and Surveyor's Report

#9607275
BK2 P 25

89727508 801 80
11 14 1061 3
L. A. Hobbs
Madison County, Indiana
Madison County Recorder

A FINAL PLAT OF JEFFERSON PLACE

A Part Of The Northeast Quarter Of Section 13, Township 18 North, Range 6 East In Green Township, Madison County, Indiana.

For Surveyor's Report See Boundary Survey
Prepared By Rayl Surveying & Engineering
And Recorded In Instrument No. 205547
Records Of Madison County, Indiana

All lots are subject to certain
restrictions, as recorded in Instrument No.
1396, Office
of Recorder, Madison County, Indiana.

DESCRIPTION

BEGINNING AT A POINT IN THE CENTERLINE OF STATE ROAD NO.

38, SAID POINT BEING NORTH 89 DEGREES AND 08 MINUTES WEST

1,442.85 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST

QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 6 EAST, AND

RUNNING THENCE NORTH 89 DEGREES AND 08 MINUTES WEST 636.6

FEET ALONG SAID CENTERLINE, THENCE NORTH 89 DEGREES AND 23

MINUTES WEST 539.5 FEET ALONG SAID CENTERLINE, THENCE NORTH

99 DEGREES AND 12 MINUTES EAST 548.45 FEET, THENCE NORTH 99

DEGREES, 45 MINUTES, AND 15 SECONDS EAST 20.7 FEET, THENCE

NORTH 00 DEGREES, 13 MINUTES AND 45 SECONDS EAST 150 FEET,

THENCE NORTH 89 DEGREES AND 29 MINUTES WEST 602.4 FEET,

THENCE NORTH 00 DEGREES AND 34 MINUTES WEST 719.6 FEET TO

THE CENTER OF 24-INCH DIAMETER CONCRETE POST, THENCE SOUTH

89 DEGREES, 24 MINUTES AND 30 SECONDS EAST 2,009.38 FEET TO

THE CENTERLINE OF ROAD, THENCE SOUTH 00 DEGREES

AND 00 MINUTES (ASSUMED BEARING) 1,074.9 FEET ALONG SAID

CENTERLINE OF ROAD, THENCE NORTH 89 DEGREES AND 08 MINUTES

WEST 238.32 FEET, THENCE SOUTH 00 DEGREES AND 23 MINUTES

EAST 347.02 FEET TO THE POINT OF BEGINNING.

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 13,

TOWNSHIP 18 NORTH, RANGE 6 EAST AND CONTAINING 54.02 ACRES,

MORE OR LESS, SUBJECT TO LEGAL RIGHTS-OF-WAY AND EASEMENTS

OF RECORD.

THIS PLAT CONSISTS OF FORTY-FOUR (44) LOTS, NUMBERED ONE (1)

THROUGH FORTY-FOUR (44), ALL INCLUSIVE, AND THE DIMENSIONS

AND WIDTHS OF STREETS ARE SHOWN THEREON, AS WELL AS

EASEMENTS AND SETBACK LINES. ALL STREETS SHOWN AND

HEREFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

BY: *Bradley A. Rayl*
BRADLEY A. RAYL
REGISTERED LAND SURVEYOR
INDIANA LICENSE NO. 50067
DATE: 1/11/92



OWNER
EAST GATE DEVELOPERS, INC.
6355 ROCKWELL ROAD
MADISON CO. IN. 46224

PREPARED BY:
RAYL
SURVEYING & ENGINEERING
100 EAST 11th AVE
MADISON INDIANA 46202
Drawn By: Perry A. Webb

9597275 30.30
 04/13/1998 11:49:0
 Madison County Rec
 Recorded as Plats

A Part Of The Northeast Quarter Of Section 13, Township 18 North, Range 6 East In Green Township, Madison County, Indiana.

A FINAL PLAT OF JEFFERSON PLACE

ACCEPTANCE OF DEDICATIONS:
 Be it resolved by the Board of County Commissioners, Madison County, Indiana, that the dedications shown on this plat are hereby approved and accepted this 13th day of 1998.

BOARD OF COMMISSIONERS:
 Lucille M. Bailey, Mayor
 Stephen E. Randolph, Member
 Sandra S. Hinkle, President
 James S. ...

Plan Commission Approval
 approved by the Madison County Plan Commission in accordance with Madison County Code 36-7-4-700.

By: *[Signature]*
 Chairman
 1998
 4th 13

IN WITNESS WHEREOF, the undersigned have hereunto caused
 its and their names to be subscribed this 13th day of November, 1998.

By: *[Signature]*
 Roy L. Brock, Secretary
 East Gate Developers, Inc.

STATE OF INDIANA)
 COUNTY OF MADISON) SS:

Before me, a Notary Public in and for said County and State, personally appeared Roy L. Brock, Secretary of East Gate Developers, Inc., an Indiana Corporation, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions, Restrictions, Statements and Assessments as such officers acting for and on behalf of said corporation, and who, having been duly sworn, stated that any representations herein contained are true.

By: *[Signature]*
 Jo E. Roach, Notary Public

County of Residence: Madison
 My Commission Expires: 8-3-99

JO E. ROACH, Notary Public
 My Commission Expires 8-3-99
 (Seal)

OWNER:
 EAST GATE DEVELOPERS, INC.
 8355 ROCKVILLE ROAD
 INDIANAPOLIS, IN 46234

All lots are subject to certain restrictions as recorded in Instrument No. 9597275 of Record, Madison County, Indiana.

PREPARED BY
 RAYL
 ADDRESS: 1000 N. 400 E.
 DUMMINS, IN 46033
 OWNERS: RAYL

1998

Only entered for record this 15th day of April, 1998.

Recorded this 15th day of April, 1998.

At 11:30 AM in Part Book 22 Page 25-26-27

Number 9507275

Recorder of Madison Co, Indiana
 (Seal)

CHICAGO TITLE

A REPLAT OF LOTS 6 THROUGH 9, 13 THROUGH 18, 20 THROUGH 22, 33 THROUGH 35, 38 THROUGH 44 SENATE COURT, PARLIAMENT COURT, AND PORTIONS OF CONGRESS DRIVE IN JEFFERSON PLACE SUBDIVISION AS RECORDED IN PLAT BOOK 22, PAGES 25 THRU 27 RANG 6 EAST IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA.

LEE FARMS INC.
DR. 427 P. 282

9897
9898
9899
9900
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9907
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9909
9910

HANGES, JERRY A. & LINDA K.
INST. NO. 981973

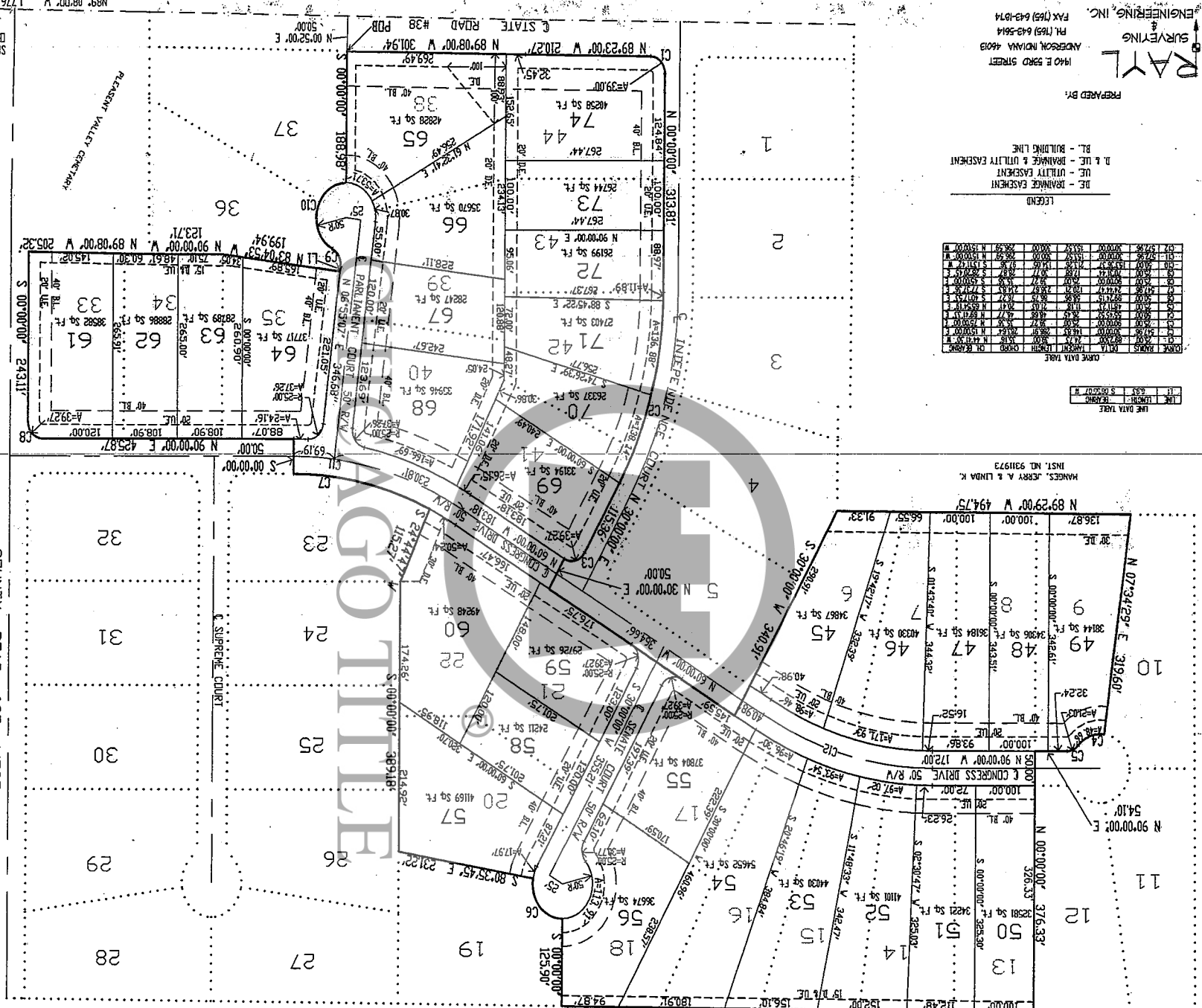
LINE DATA TABLE
LINE NUMBER 1
START POINT 1,500.00' E, 1,500.00' N

LINE DATA TABLE
LINE NUMBER 1
START POINT 1,500.00' E, 1,500.00' N
LINE NUMBER 2
START POINT 1,500.00' E, 1,500.00' N
LINE NUMBER 3
START POINT 1,500.00' E, 1,500.00' N

LEGEND
 DE - DRAINAGE EASEMENT
 UE - UTILITY EASEMENT
 D, U, L, E - DRAINAGE & UTILITY EASEMENT
 BL - BUILDING LINE

PREPARED BY:

RATL SURVEYING & ENGINEERING, INC.
 ANDERSON, INDIANA 46015
 PH. (765) 643-6614
 FAX (765) 643-1074
 1940 E. 59RD STREET



74	100.00'
73	100.00'
72	100.00'
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7	100.00'
6	100.00'
5	100.00'
4	100.00'
3	100.00'
2	100.00'
1	100.00'

SCALE: 1" = 100'
 100'
 200'

REFER TO PLAT BOOK 22, PAGES 25 THRU 27 FOR THE ENTIRE SUBDIVISION

COUNTY ROAD 625 WEST

DOWNER
 EAST GATE DEVELOPERS, INC.
 8355 ROCKVILLE ROAD
 INDIANAPOLIS, IN 46234
 (317) 271-8888

BRAYL
SURVEYING &
ENGINEERING, INC.

1940 EAST 53rd STREET
ANDERSON, INDIANA 46013
PH. (765) 643 - 5614

1900
21585
Specup

Duly Entered for Taxation
Subject to Final Acceptance for Transfer

MAY 06 1999

CERTIFICATE OF CORRECTION

Patricia Nielsen
Auditor Madison County, IN

JEFFERSON PLACE

I, Bradley A. Rayl, do hereby affirm that the plat for "Jefferson Place" which was recorded on April 15, 1996 as Instrument Number 9607275 in Plat Book 22, Pages 25-27 in the Office of the Recorder of Madison County, Indiana was prepared under my supervision and certified by me.

A scrivener's error was made on said plat regarding the lot dimension of 243.56 as shown on the east line of Lot Numbered 33. The correct dimension on the east line of Lot Numbered 33 is 243.11 feet. This correction is shown on Exhibit "A".

A scrivener's error was made on said plat regarding the lot dimensions and bearing shown on the south line of Lot Numbered 34 and a part of the north line of Lot Numbered 36. The correct lot dimensions and bearings are as shown on Exhibit "A".

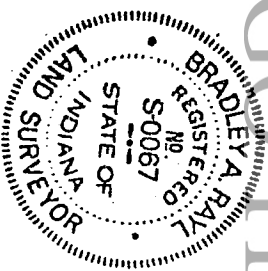


The plat of Jefferson Place should be corrected accordingly.

Witness my signature and seal this 6th day of May, 1999.

Bradley A. Rayl
BRADLEY A. RAYL

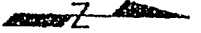
Bradley A. Rayl
Registered Land Surveyor
Indiana License No. S 0067



9911769

LAND SURVEYORS • • • CIVIL ENGINEERS
FAX : (765) 643 - 1874 EMAIL : RSE@NETDIRECT.NET

EXHIBIT "A"



SCALE 1" = 100'

