THREE DEER PLACE

RESTRICTIONS AND REGULATIONS

I

The name of this Association is THREE DEER PLACE.

II

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

(See attached Exhibit "A")

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

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

III

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

IV

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

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

V

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

1. The Association shall elect a Road Director during the month of November, each year. The Director shall serve without pay. The first Road Director shall be appointed by the Declarant herein for the year 1993-1994. Election thereafter shall be by majority vote of members present or by absentee ballot, voting at a meeting held upon reasonable notice to all members.

2. The roadways herein, as shown on Exhibit "A," are private and shall be under the auspices of the Association and are dedicated to use of the owners of the separate tracts within the described real estate, such roadways being more particularly described in Exhibit "A," attached hereto and made a part hereof. The sixty (60) foot roadways are to be left open of all fences or gates, and are to be maintained to prevent undue washing, and to be mowed; and if not by the tract owner, then by the Association Road Director (if any owner herein fails to maintain or mow his portion of the roadway). Should any owner of any tract herein fail to maintain his roadway section, the Road Director may charge him with any costs related to maintaining his area as a separate charge. All tract owners, upon construction of any improvement, shall be held responsible for any damage to the roadway by reason of this construction and shall be responsible for any other actions

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

VI

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

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

VII

This assessment as provided herein, if not paid within fifty (50) days of notice, shall be considered delinquent and shall become a lien upon the tract owned by the person or persons liable for such assessment, which lien may be foreclosed by the

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

VIII

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

IX

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

1. No fences, gates, or other impediments shall be allowed in the road right-of-way.

2. All tracts shall be used for residential purposes only, and there shall be no mobile homes or any unfinished homes allowed. No junk cars or like items shall be allowed at any time.

3. No tract owner shall be permitted, nor shall any tract owner permit any other person, to keep, possess, or shelter any animals other than household pets. Such household pets shall exclude all farm livestock, except two (2) horses. Only two (2) dogs shall be allowed per tract, at any time.

4. All auxiliary buildings shall be located behind any residence constructed on any tract.

5. No noxious or offensive activity of any kind shall be permitted on the real estate described herein, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the other tracts and owners thereof, herein.

6. THREE DEER PLACE shall be exclusively residential with one single family dwelling per tract. The Declarant herein reserves the right to subdivide any tracts of which it retains ownership into smaller or larger tracts. No owners subsequent to the Declarant shall subdivide any tract into smaller tracts.

X

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

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

SO DEDICATED AND RESTRICTED THIS 11th DAY OF MARCH 1993.

CAIN ENTERPRISES, INC.
DECLARANT

By: _____
Max Cain, President

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 11th day of March, 1993.

Notary Public, Morgan County
Phillip R. Smith

My Commission Expires
11/5/95

Instrument Prepared By:

Phillip R. Smith
WEHRLE, SMITH & LYBROOK
359 E. Morgan Street
P. O. Box 1452
Martinsville, IN 46151
(317) 342-7148 or 831-5922

Attorney No: 1579-55

RECEIVED
FOR RECORD
93 MAR 12 AM 9:29
Vicki Kivett
MORGAN CO. RECORDER

THREE DEER PLACE

AMENDED

RESTRICTIONS AND REGULATIONS

I

The name of this Association is THREE DEER PLACE.

II

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

(See attached Exhibit "A")

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

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

III

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

IV

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

V

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

1. The Association shall elect a Road Director during the month of November, each year. The Director shall serve without pay. The first Road Director shall be appointed by the Declarant herein for the year 1993-1994. Election thereafter shall be by majority vote of members present or by absentee ballot, voting at a meeting held upon reasonable notice to all members.

2. The roadways herein, as shown on Exhibit "A," are private and shall be under the auspices of the Association and are dedicated to use of the owners of the separate tracts within the described real estate, such roadways being more particularly described in Exhibit "A," attached hereto and made a part hereof. The sixty (60) foot roadways are to be left open of all fences or gates, and are to be maintained to prevent undue washing, and to be mowed; and if not by the tract owner, then by the Association Road Director (if any owner herein fails to maintain or mow his portion of the roadway). Should any owner of any tract herein fail to maintain his roadway section, the Road Director may charge him

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

VI

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

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

VII

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

VIII

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

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

IX

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

1. No fences, gates, or other impediments shall be allowed in the road right-of-way.

2. All tracts shall be used for residential purposes only, with no business uses, including business storage. There shall be no mobile homes or any unfinished homes allowed, for a period of time extending beyond nine (9) months from start. There shall not be any open storage of materials, equipment, junk, or inoperative automobiles or parts thereof, or like items, at any time.

3. No tract owner shall be permitted, nor shall any tract owner permit any other person, to keep, possess, or shelter any animals other than household pets. Such household pets shall exclude all farm livestock, except two (2) horses. Only two (2) dogs shall be allowed per tract, at any time, to be restrained within the owner's boundaries.

4. All auxiliary buildings shall be located behind any residence constructed on any tract.

5. No noxious or offensive activity of any kind shall be permitted on the real estate described herein, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the other tracts and owners thereof, herein.

6. THREE DEER PLACE shall be exclusively residential with one single family dwelling per tract. The Declarant herein reserves the right to subdivide any tracts of which it retains ownership into smaller or larger tracts. No owners subsequent to the Declarant shall subdivide any tract into smaller tracts.

X

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

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

These Restrictions and Regulations amend prior Restrictions and Regulations recorded March 12, 1993 in Misc. Record 121, Pages 328 through 336, and hereby incorporate by reference Exhibit "A" attached to the prior Restrictions and Regulations.

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

CAIN ENTERPRISES, INC.
DECLARANT

By:
Max Cain, President

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN)

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

Notary Public, Morgan County
Betty L. Griffin

My Commission Expires
May 5, 1995

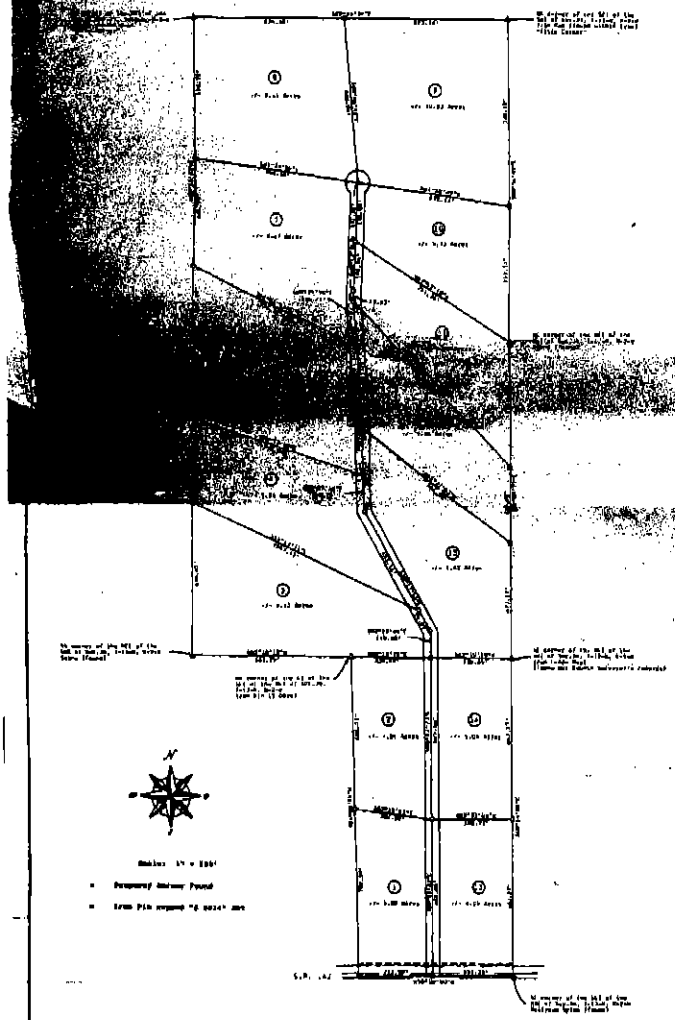
Instrument Prepared By:

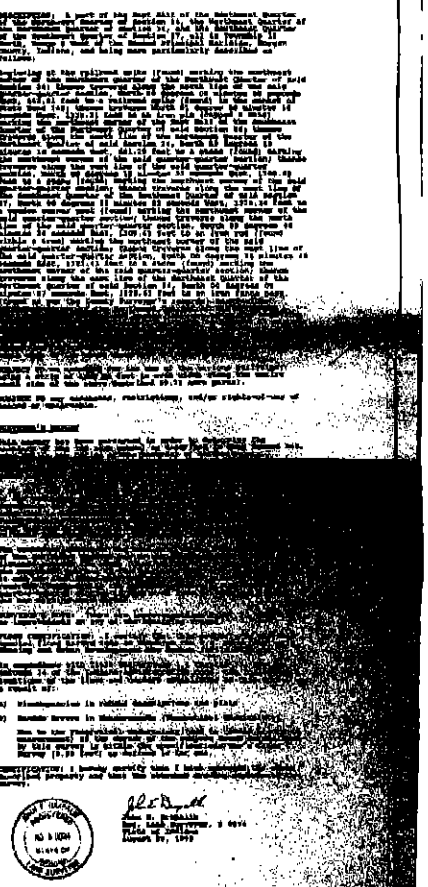
Phillip R. Smith
WEHRLE, SMITH & LYBROOK
359 E. Morgan Street
P. O. Box 1452
Martinsville, IN 46151
(317) 342-7148 or 831-5922

Attorney No: 1579-55

Exhibit "A"

Three Deer Place





Drapalik Surveying & Engineering

10 WEST WASHINGTON STREET
WARSAW, INDIANA 46581
PHONE: (219)267-3686

Tract Descriptions

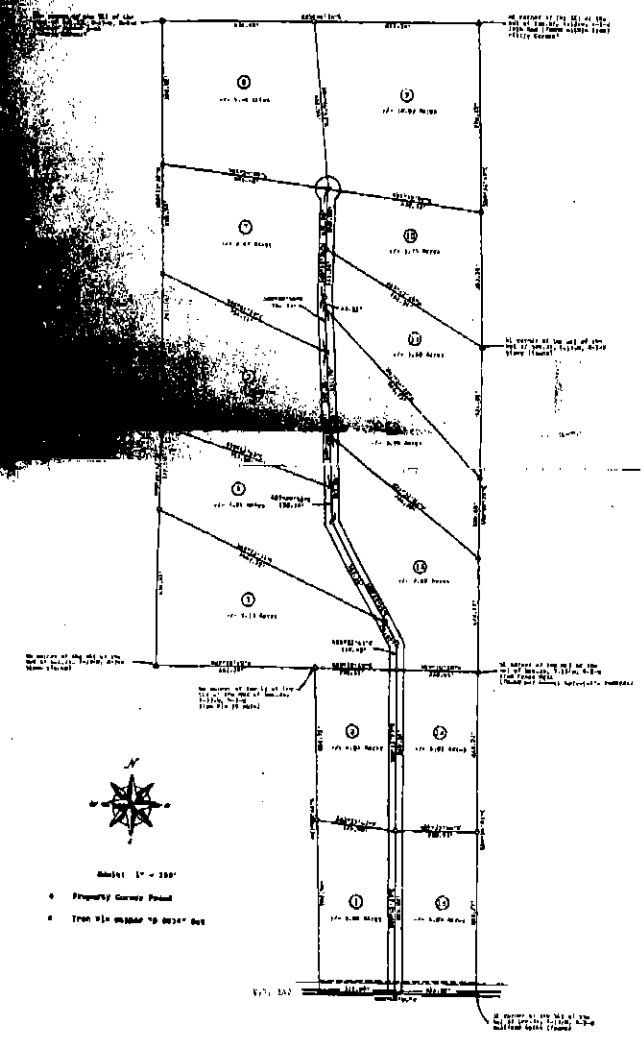
03977

Exhibit "A"

BOOK 121 PAGE 585

121 pg 585

Three Deer Place



SURVEY FOR DAIN ENTERPRISES INC.

Owner of record
Dain Enterprise Incorporated, an Indiana corporation

[illegible]

Drapalik Surveying & Engineering

19 WEST WASHINGTON STREET
MARTINSVILLE, INDIANA 46131
PHONE: (317)342-3804

These

Tr

DESCRIPTION OF TRACT 1: A part of the East Half of the Northwest Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Commencing at the railroad spike (found) marking the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34, said railroad spike also being in the center of State Road 119; thence traversing along the north line of the said Northwestern-quarter section, North 89 degrees 20 minutes 00 seconds East (assumed bearing), 181.28 feet to a PK nail set in the center of said State Road 119 and the POINT OF BEGINNING for this description; thence traversing along said south line, North 89 degrees 20 minutes 00 seconds East, 1,311.42 feet to a railroad spike (found) in the center of said State Road 119; thence traversing North 00 degrees 12 minutes 00 seconds West, 795.79 feet to an iron pin (bapped & 0024); thence traversing South 89 degrees 15 minutes 27 seconds East, 241.68 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds East, 664.64 feet to the point of beginning. Containing 9.98 acres, more or less.

SUBJECT TO the State Road 119 right-of-way line along the entire south side of the above described 9.98 acre parcel.

SUBJECT TO an easement for the use of the various utilities, being a strip of land 50 feet in even width along the entire south side of the above described 9.98 acre parcel.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 2: A part of the East Half of the Northwest Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Commencing at the railroad spike (found) marking the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34, said railroad spike being in the center of State Road 119; thence traversing along the south line of the said Northwest-quarter section, North 89 degrees 20 minutes 00 seconds East (assumed bearing), 1,492.81 feet to a railroad spike (found) in the center of said State Road 119 and the POINT OF BEGINNING for this description; thence traversing North 00 degrees 00 minutes 00 seconds West, 795.79 feet to an iron pin (bapped & 0024) and the POINT OF BEGINNING for this description; thence traversing North 01 degrees 00 minutes 00 seconds West, 429.73 feet to an iron pin (bapped & 0024) marking the northwest corner of the East Half of the Northwest Quarter of the Northwest Quarter of said Section 34; thence traversing along the north line of the said quarter-quarter section, South 89 degrees 20 minutes 00 seconds East, 338.65 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, South 00 degrees 12 minutes 33 seconds West, 429.73 feet to an iron pin (bapped & 0024); thence traversing North 89 degrees 15 minutes 27 seconds West, 241.68 feet to the POINT OF BEGINNING. Containing 1.64 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 3: A part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the stone (found) marking the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34; thence traversing along the north line of the said Quarter-quarter section, North 89 degrees 20 minutes 00 seconds East, 1,492.81 feet to a railroad spike (found) in the center of said State Road 119; thence traversing South 00 degrees 12 minutes 00 seconds East, 1,225.52 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, South 00 degrees 23 minutes 33 seconds West, 664.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 89 degrees 15 minutes 27 seconds West, 241.68 feet to an iron pin (bapped & 0024); thence traversing North 00 degrees 00 minutes 00 seconds West, 795.79 feet to an iron pin (bapped & 0024); thence traversing South 89 degrees 20 minutes 00 seconds West, 181.28 feet to the POINT OF BEGINNING. Containing 4.64 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 4: A part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the stone (found) marking the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34; thence traversing along the north line of the said Quarter-quarter section, North 89 degrees 20 minutes 00 seconds East (assumed bearing), 181.28 feet to a PK nail set in the center of said State Road 119 and the POINT OF BEGINNING for this description; thence traversing North 00 degrees 00 minutes 00 seconds West, 795.79 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 15 minutes 27 seconds East, 241.68 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds East, 664.64 feet to the point of beginning. Containing 9.98 acres, more or less.

SUBJECT TO the State Road 119 right-of-way line along the entire south side of the above described 9.98 acre parcel.

SUBJECT TO an easement for the use of the various utilities, being a strip of land 50 feet in even width along the entire south side of the above described 9.98 acre parcel.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 5: A part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Second Principal Meridian, and part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Commencing at the stone (found) marking the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 27; thence traversing along the west line of the said Northwest-quarter section, North 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024); thence traversing North 89 degrees 20 minutes 00 seconds East, 448.94 feet to an iron pin (bapped & 0024); thence traversing South 00 degrees 23 minutes 33 seconds East, 664.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, South 00 degrees 12 minutes 00 seconds East, 1,225.52 feet to an iron pin (bapped & 0024); thence traversing South 89 degrees 20 minutes 00 seconds West, 181.28 feet to the POINT OF BEGINNING. Containing 1.64 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 6: A part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the stone (found) marking the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34; thence traversing along the north line of the said Quarter-quarter section, North 89 degrees 20 minutes 00 seconds East (assumed bearing), 1,492.81 feet to a railroad spike (found) in the center of said State Road 119; thence traversing South 00 degrees 12 minutes 00 seconds East, 1,225.52 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, South 00 degrees 23 minutes 33 seconds East, 664.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 89 degrees 15 minutes 27 seconds West, 241.68 feet to an iron pin (bapped & 0024); thence traversing North 00 degrees 00 minutes 00 seconds West, 795.79 feet to an iron pin (bapped & 0024); thence traversing South 89 degrees 20 minutes 00 seconds West, 181.28 feet to the POINT OF BEGINNING. Containing 9.98 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 7: A part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the iron pin (found within a tree) marking the southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 27; thence traversing along the west line of the said Southwest-quarter section, North 00 degrees 23 minutes 33 seconds West (assumed bearing), 1,329.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, South 00 degrees 23 minutes 33 seconds East, 1,329.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing North 89 degrees 20 minutes 00 seconds West, 448.94 feet to an iron pin (bapped & 0024) on the west line of the said Southwest-quarter section; thence traversing along said west line, North 00 degrees 23 minutes 33 seconds East, 1,329.64 feet to the POINT OF BEGINNING. Containing 13.73 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 8: A part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Second Principal Meridian, and part of the Southeast Quarter of the Southeast Quarter of Section 28, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the stone (found) marking the southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 27; thence traversing along the west line of the said Southwest-quarter section, North 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds East, 664.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 20 minutes 00 seconds East, 448.94 feet to an iron pin (bapped & 0024); thence traversing South 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024); thence traversing North 89 degrees 20 minutes 00 seconds West, 448.94 feet to the POINT OF BEGINNING. Containing 13.73 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 9: A part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the stone (found) marking the southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 27; thence traversing along the west line of the said Southwest-quarter section, North 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds East, 664.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 20 minutes 00 seconds East, 448.94 feet to an iron pin (bapped & 0024); thence traversing South 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024); thence traversing North 89 degrees 20 minutes 00 seconds West, 448.94 feet to the POINT OF BEGINNING. Containing 13.73 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 10: A part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the stone (found) marking the southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 27; thence traversing along the west line of the said Southwest-quarter section, North 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds East, 664.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 20 minutes 00 seconds East, 448.94 feet to an iron pin (bapped & 0024); thence traversing South 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024); thence traversing North 89 degrees 20 minutes 00 seconds West, 448.94 feet to the POINT OF BEGINNING. Containing 13.73 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 11: A part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Second Principal Meridian, and part of the Southeast Quarter of the Southeast Quarter of Section 28, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the railroad spike (found) marking the southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 27; thence traversing along the west line of the said Southwest-quarter section, North 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds East, 664.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 20 minutes 00 seconds East, 448.94 feet to an iron pin (bapped & 0024); thence traversing South 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024); thence traversing North 89 degrees 20 minutes 00 seconds West, 448.94 feet to the POINT OF BEGINNING. Containing 13.73 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 12: A part of the Southeast Quarter of the Southeast Quarter of Section 28, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the iron bapped post (found on top the county surveyor's records) marking the southeast corner of the Southeast Quarter of the Southeast Quarter of said Section 28; thence traversing along the south line of the said Southeast-quarter section, North 89 degrees 20 minutes 00 seconds West (assumed bearing), 448.94 feet to an iron pin (bapped & 0024); thence traversing North 00 degrees 23 minutes 33 seconds East, 1,329.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds East, 664.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 20 minutes 00 seconds East, 448.94 feet to an iron pin (bapped & 0024); thence traversing South 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024); thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds West, 664.64 feet to an iron pin (bapped & 0024); thence traversing South 89 degrees 20 minutes 00 seconds East, 448.94 feet to an iron pin (bapped & 0024); thence traversing South 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024); thence traversing North 89 degrees 20 minutes 00 seconds West, 448.94 feet to the POINT OF BEGINNING. Containing 13.73 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 13: A part of the Southeast Quarter of the Southeast Quarter of Section 28, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the railroad spike (found) marking the southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 28, said railroad spike also being in the center of State Road 119; thence traversing along the south line of the said Southeast-quarter section, North 89 degrees 20 minutes 00 seconds West (assumed bearing), 1,492.81 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds East, 664.64 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 20 minutes 00 seconds East, 448.94 feet to an iron pin (bapped & 0024); thence traversing South 00 degrees 23 minutes 33 seconds West, 1,329.64 feet to an iron pin (bapped & 0024); thence traversing North 89 degrees 20 minutes 00 seconds West, 448.94 feet to the POINT OF BEGINNING. Containing 13.73 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 14: A part of the East Half of the Northwest Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the railroad spike (found) marking the southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34, said railroad spike also being in the center of State Road 119; thence traversing along the south line of the said Northwest-quarter section, North 89 degrees 20 minutes 00 seconds East (assumed bearing), 1,492.81 feet to a railroad spike (found) in the center of said State Road 119 and the POINT OF BEGINNING for this description; thence traversing North 00 degrees 00 minutes 00 seconds West, 795.79 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 15 minutes 27 seconds East, 241.68 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing along said centerline, North 00 degrees 23 minutes 33 seconds East, 664.64 feet to the point of beginning. Containing 9.98 acres, more or less.

SUBJECT TO the State Road 119 right-of-way line along the entire south side of the above described 9.98 acre parcel.

SUBJECT TO an easement for the use of the various utilities, being a strip of land 50 feet in even width along the entire south side of the above described 9.98 acre parcel.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

ALL SPACES BEING SUBJECT TO, AND TOGETHER WITH an easement for ingress and egress, the use of the various utilities, and for the construction and maintenance of drainage ways, but not limited to open ditches, under contained in more particularly described as follows:

Commencing at the railroad spike (found) marking the southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34; thence traversing along the south line of the said Quarter-quarter section, North 89 degrees 20 minutes 00 seconds East (assumed bearing), 1,492.81 feet to a railroad spike (found) in the center of said State Road 119; thence traversing along the north line of the said Northwestern-quarter section, North 89 degrees 20 minutes 00 seconds East (assumed bearing), 181.28 feet to a PK nail set in the center of said State Road 119 and the POINT OF BEGINNING for this description; thence traversing along the centerline of said State Road 119 and the centerline of said Northwestern-quarter section, North 89 degrees 20 minutes 00 seconds East, 1,311.42 feet to an iron pin (bapped & 0024); thence traversing North 00 degrees 12 minutes 00 seconds West, 795.79 feet to an iron pin (bapped & 0024) in the center of a 40 foot roadway easement; thence traversing South 89 degrees 15 minutes 27 seconds East, 241.68 feet to an iron pin (bapped & 0024) on the north line of the said quarter-quarter section; thence traversing along said north line, South 89 degrees 20 minutes 00 seconds East, 338.65 feet to the point of beginning. Containing 9.98 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 15: A part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the railroad spike (found) marking the southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34, said railroad spike also being in the center of State Road 119; thence traversing along the south line of the said Northwest-quarter section, North 89 degrees 20 minutes 00 seconds East (assumed bearing), 1,492.81 feet to a railroad spike (found) in the center of said State Road 119 and the POINT OF BEGINNING for this description; thence traversing North 00 degrees 00 minutes 00 seconds West, 795.79 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 15 minutes 27 seconds East, 241.68 feet to an iron pin (bapped & 0024) on the north line of the said quarter-quarter section; thence traversing along said north line, South 89 degrees 20 minutes 00 seconds East, 338.65 feet to the point of beginning. Containing 9.98 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

DESCRIPTION OF TRACT 16: A part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Beginning at the railroad spike (found) marking the southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34, said railroad spike also being in the center of State Road 119; thence traversing along the south line of the said Northwest-quarter section, North 89 degrees 20 minutes 00 seconds East (assumed bearing), 1,492.81 feet to a railroad spike (found) in the center of said State Road 119 and the POINT OF BEGINNING for this description; thence traversing North 00 degrees 00 minutes 00 seconds West, 795.79 feet to an iron pin (bapped & 0024) on the centerline of a 40 foot roadway easement; thence traversing South 89 degrees 15 minutes 27 seconds East, 241.68 feet to an iron pin (bapped & 0024) on the north line of the said quarter-quarter section; thence traversing along said north line, South 89 degrees 20 minutes 00 seconds East, 338.65 feet to the point of beginning. Containing 9.98 acres, more or less.

SUBJECT TO any easements, restrictions, and/or rights-of-way of record or observable.

THREE DEER PLACE

SECOND AMENDED

RESTRICTIONS AND REGULATIONS

I

The name of this Association is THREE DEER PLACE.

II

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

(See attached Exhibit "A")

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

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

III

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

IV

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

V

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

1. The Association shall elect a Road Director during the month of November, each year. The Director shall serve without pay. The first Road Director shall be appointed by the Declarant herein for the year 1993-1994. Election thereafter shall be by majority vote of members present or by absentee ballot, voting at a meeting held upon reasonable notice to all members.

2. The roadways herein, as shown on Exhibit "A," are private and shall be under the auspices of the Association and are dedicated to use of the owners of the separate tracts within the described real estate, such roadways being more particularly described in Exhibit "A," attached hereto and made a part hereof. The sixty (60) foot roadways are to be left open of all fences or gates, and are to be maintained to prevent undue washing, and to be mowed; and if not by the tract owner, then by the Association Road Director (if any owner herein fails to maintain or mow his portion of the roadway). Should any owner of any tract herein fail to maintain his roadway section, the Road Director may charge him

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

VI

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

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

VII

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

VIII

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

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

IX

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

1. No fences, gates, or other impediments shall be allowed in the road right-of-way.

2. All tracts shall be used for residential purposes only, with no business uses, including business storage. There shall be no mobile homes or any unfinished homes allowed, for a period of time extending beyond nine (9) months from start. There shall not be any open storage of materials, equipment, junk, or inoperative automobiles or parts thereof, or like items, at any time.

3. No tract owner shall be permitted, nor shall any tract owner permit any other person, to keep, possess, or shelter any animals other than household pets. Such household pets shall exclude all farm livestock, except two (2) horses. Only two (2) dogs shall be allowed per tract, at any time, to be restrained within the owner's boundaries.

4. All auxiliary buildings shall be located behind any residence constructed on any tract.

5. No noxious or offensive activity of any kind shall be permitted on the real estate described herein, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the other tracts and owners thereof, herein.

6. THREE DEER PLACE shall be exclusively residential with one single family dwelling per tract. The Declarant herein reserves the right to subdivide any tracts of which it retains ownership into smaller or larger tracts. No owners subsequent to the Declarant shall subdivide any tract into smaller tracts.

X

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

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

These Restrictions and Regulations amend prior Restrictions and Regulations recorded March 12, 1993 in Misc. Record 121, Pages 328 through 336, and hereby incorporate by reference Exhibit "A" attached to the prior Restrictions and Regulations.

SO DEDICATED AND RESTRICTED THIS 14th DAY OF APRIL 1993.

CAIN ENTERPRISES, INC.
DECLARANT

By: _____
Max Cain, President

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 14 day of April, 1993.

_____
Notary Public, Morgan County
Phillip R. Smith

My Commission Expires
11/5/95

Instrument Prepared By:

Phillip R. Smith
WEHRLE, SMITH & LYBROOK
359 E. Morgan Street
P. O. Box 1452
Martinsville, IN 46151
(317) 342-7148 or 831-5922

Attorney No: 1579-55

Refer to Book 121 page 328
Book 121 Page 459
For Previous Recordings
of Deed Plat
Restrictions and Regulations

RECEIVED
FOR RECORD

93 APR 15 AM 10: 04

Vicki Hiatt
MORGAN CO. RECORDER

FIDELITY NATIONAL FINANCIAL -

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3813724

Book 154 Page 282

AMENDMENT TO COVENANTS

THREE DEER PLACE

MI Book 121 / PAGE 585

ARTICLE IX (3): ***REVISION: JUNE 1998***

To read as follows:

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

FIDELITY NATIONAL FINANCIAL -

Book 54 Page 283

THREE DEER PLACE

TRACT OWNER PETITION FOR AMENDMENT

TRACT	PRINTED NAME	SIGNATURE	DATE
1. #12 SEVIER	Chad T. Sevier	Chad T. Sevier	8-19-98
2. #10 MORRIS			
3. #3 SICKLE	DON SICKLE	Don Sickle	8-18-98
4. #4 WAYNE W SINCLAIR		Wayne W Sinclair	6-29-98
5. #5	Tresa M. Sinclair	Tresa M Sinclair	7-3-98
6. #8 ORR			
7. #7 BROWN			
8. #9	Brian L Walters	B L Walters AKA BL WALTERS	6/30/98
9. #11 CRAIG	Victoria A Craig	Victoria A Craig	8-19-98
10. #13 HARRISON			

FIDELITY NATIONAL FINANCIAL -

Book 154 Page 284

THREE DEER PLACE

TRACT OWNER PETITION FOR AMENDMENT

	TRACT	PRINTED NAME	SIGNATURE	DATE
11.	#1 THARP			
12.	#2 POTTER			
13.	#14 TACKETT	KEVIN L. TACKETT	Kevin L. Tackett	8-23-98
14.	#15	Donald K. Daily Jr.	Donald K. Daily Jr.	7-3-98

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

I WAYNE W. SINCLAIR AFFIRM THAT THE ABOVE SIGNATURES ARE TRUE AND FACTUAL

Wayne W. Sinclair

WAYNE W. SINCLAIR

NOTARY PUBLIC STATE OF INDIANA

FIDELITY NATIONAL FINANCIAL -

Book 154 Page 285

Subscribed and sworn to before me, a Notary Public, this 24 day of August, 1998.

Amy R. Baker

Amy R. Baker, Notary Public
Morgan County, Indiana

My Commission Expires:
December 5, 1999

PREPARED BY: WAYNE W. SINCLAIR.

RECEIVED FOR RECORD August 24 1998
at 9:00 A.M.
Vickie Kivett
MORGAN COUNTY RECORDER

36

9906539

THREE DEER PLACE
THIRD AMENDED
RESTRICTIONS AND REGULATIONS

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

I.

The name of this Association is THREE DEER PLACE.

II.

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

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

III.

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

ITEM IV.

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

ITEM V.

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

1. The Association shall elect a Road Director during the month of November, each year. The Director shall serve without pay. The first Road Director shall be appointed by the Declarant herein for the year 1993-1994. Election thereafter shall be by majority vote of members present or by absentee ballot, voting at a meeting held upon reasonable notice of all members.

2. The roadways herein, as shown on Exhibit "A" are private and shall be under the auspices of the Association and are dedicated to use of the owners of the separate tracts within the described real estate, such roadways being more particularly described in Exhibit "A" attached hereto and made a part hereof. The sixty (60) foot roadways are to be left open of all fences or gates and are to be maintained to prevent undue washing, and to be mowed; and if not by the tract owner, then by the Association Road Director (if any owner herein fails to maintain or mow his portion of the roadway). Should any owner of any tract herein fail to maintin his roadway section, the Road Director may charge

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

VI.

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

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

VII.

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

VIII.

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

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

IX.

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

1. No fences, gates or other impediments shall be allowed in the road right-of-way.

2. All tracts shall be used for residential purposes only, with no business uses, including business storage. There shall be no mobile homes or any unfinished homes allowed, for a period of time extending beyond nine (9) months from start. There shall not be any open storage of materials, equipment, junk or inoperative automobiles or parts thereof, or like items, at any time.

3. No tract owner shall be permitted, nor shall any tract owner permit any other person, to keep, possess, or shelter any animals other than household pets. Such household pets shall exclude all farm livestock, except two (2) horses. Only two (2) dogs shall be allowed per tract, at any time, to be restrained within the owner's boundaries.

4. All auxiliary buildings built on any tract shall be under the following restriction. That any auxiliary building

built after March 15, 1999 shall be built no closer than 100 feet to the R/W line of Fawn Lane, at Three Deer Place. All those buildings in place prior to the date of March 15, 1999 shall be considered grandfathered and shall not fall under this restriction.

5. No noxious or offensive activity of any kind shall be permitted on the real estate described herein, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the other tracts and owners thereof herein.

6. THREE DEER PLACE shall be exclusively residential with one single family dwelling per tract. The Declarant herein reserves the right to subdivide any tracts of which it retains ownership into smaller or larger tracts. No owners subsequent to the Declarant shall subdivide any tract into smaller tracts.

X.

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

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

BOOK 158 PAGE 118

For #1
Curtis D + Karen L Tharpe
CURTIS D + KAREN L THARPE

#8
Kenneth E + Kelly Orr
KENNETH E + KELLY ORR

#15
Donald K Daily Jr
DONALD K DAILY JR

#12
Chad + Pamela Sevier
CHAD + PAMELA SEVIER

#13
Cassandra D Harrison
CASSANDRA D HARRISON

#14
Kevin L Tackett
KEVIN L TACKETT

THREE DEER PLACE HOMEOWNERS ASSOCIATION

By Roger L Brown
Roger Brown, President
AKA Roger. L. Brown

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

These Restrictions and Regulations amend prior Restrictions and Regulations recorded March 12, 1993 in Misc. Record 121 pages 328-336 and hereby incorporate by reference Exhibit "A" attached to the prior Restrictions and Regulations.

So DEDICATED and RESTRICTED this 21st day of April, 1999.

CAIN ENTERPRISES, INC., Declarant

By _____

Max Cain, President

NOTARY PUBLIC SEAL INDIANA

Subscribed and [illegible] before me this 21st day of April, 1999.

_____

Notary Public of Morgan County

My Commission Expires:

10-24-2004.

PARCEL OWNERS' CONSENT TO AMENDED RESTRICTIONS AND REGULATIONS

Linwood G. Potter for Lot #2

LINWOOD G POTTER

Roger L Brown for Lot #7

ROGER L BROWN

Mark L Norris for Lot #10

MARK L NORRIS

FIDELITY NATIONAL FINANCIAL -

BOOK 158 PAGE 120

STATE OF INDIANA,
SS:
COUNTY OF MORGAN,

Subscribed and signed before me, a Notary Public, by Roger Brown, President of Three Deer Place Homeowners Association, who stated that the foregoing parcel owners' signatures are genuine and are in fact parcel owners in Three Deer Place, a division of lands, in Morgan County, Indiana, this 19 day of April, 1999.

WITNESS my hand and notarial seal.

NOTARY PUBLIC SEAL INDIANA

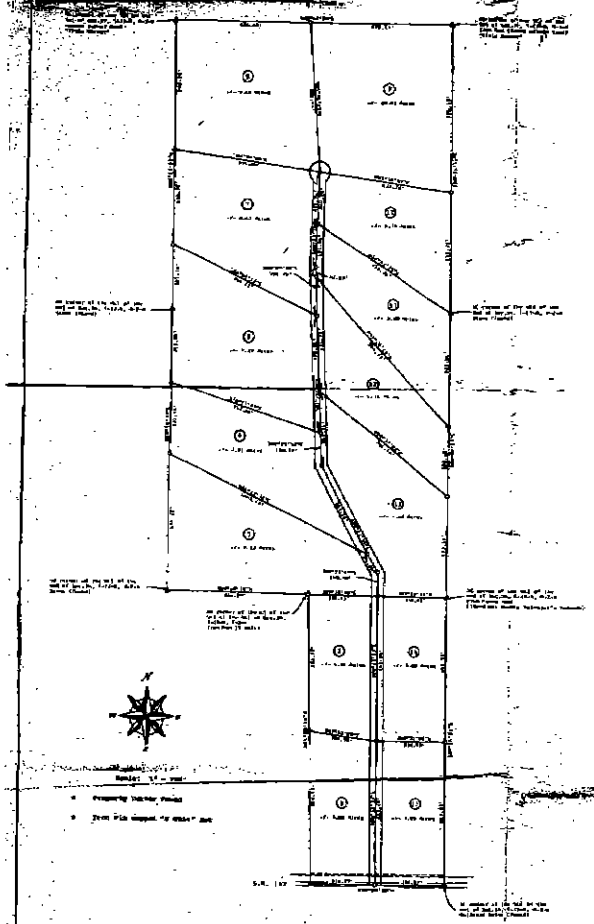
Rebecca Gibbs
Rebecca Gibbs
Notary Public of Morgan County

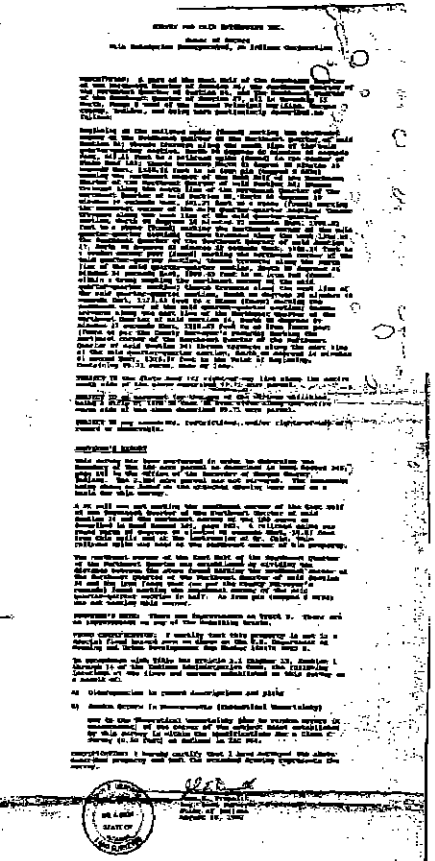
My Commission Expires:
7-7-2000.

This instrument prepared by Max Cain, 19 West Washington Street, Martinsville, In 46151

Exhibit "A"

Three Deer Place





Drapalik Surveying & Engineering

19 WEST WASHINGTON STREET
MARTINSVILLE, INDIANA 46151
PHONE: (317)342-3806

Sheet 1 of 2

Three Deer Place

Tract Descriptions

[illegible]

[illegible]
2:50 P.
[illegible]

Sheet 2 of 2

FIDELITY NATIONAL FINANCIAL -

9813724 **COPY** Book 154 Page 282

9912849

Book 159 Page 197

AMENDMENT TO COVENANTS

THREE DEER PLACE

MI Book 121 / PAGE 587

ARTICLE IX (3): *REVISION: JUNE 1998*

To read as follows:

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

FIDELITY NATIONAL FINANCIAL -

Book 154 Page 283

THREE DEER PLACE Book 159 Page 198

TRACT OWNER PETITION FOR AMENDMENT

TRACT	PRINTED NAME	SIGNATURE	DATE
1. #12 SEVIER	Chad T. Sevier	Chad T. Sevier	8-19-98
8-5-99 → 2. #10 MORRIS	MARK A. Morris	Mark A Morris	8-5-99
3. #3 SICKLE	DON SICKLE	Don Sickle	8-18-98
4. #4 WAYNE W SINCLAIR		Wayne W Sinclair	6-29-98
5. #5 Tresa M. Sinclair		Tresa M Sinclair	7-3-98
6. #8 ORR			
7. #7 BROWN			
8. #9 Brian G Walters		BG Walters ARA BL WALTERS	6/30/98
9. #11 CRAIG	Victoria A Craig	Victoria A Craig	8-19-98
10. #13 HARRISON			

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TRACT OWNER PETITION FOR AMENDMENT

TRACT	PRINTED NAME	SIGNATURE	DATE
11. #1 THARP			
12. #2 POTTER			
13. #14 TACKETT	KEVIN L. TACKETT	Kevin L. Tackett	8-23-98
14. #15	Donald K. Daily Jr.	Donald K. Daily Jr.	7-3-98

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

I WAYNE W. SINCLAIR AFFIRM THAT THE ABOVE SIGNATURES ARE TRUE AND FACTUAL.

Wayne W. Sinclair 8-24-98

WAYNE W. SINCLAIR

FIDELITY NATIONAL FINANCIAL -

Book 154 Page 285

Subscribed and sworn to before me, a Notary Public, this 24 day of August, 1998.

Amy R. Baker
Amy R. Baker, Notary Public
Morgan County, Indiana

Book 159 Page 200

My Commission Expires:
December 5, 1999

PREPARED BY: WAYNE W. SINCLAIR.

RECEIVED FOR RECORD August 24, 1998
at 9:00 A.M.
Vickie Kivett
MORGAN COUNTY RECORDER

The undersigned, Wayne W. Sinclair, does hereby swear that the signature of Mark A. Norris, was added to this document on the 5th day of August, 1999, and is a true and genuine signature of said individual.

Wayne W. Sinclair

Subscribed and sworn to before me this 6th day of August, 1999.

Phillip R. Smith

Notary Public of Morgan County

My Commission Expires:

Nov. 5, 1999.

NOTARY PUBLIC STATE OF INDIANA

NOTE: The foregoing document is being re-recorded for the purpose of reflecting the additional signature of Mark A. Norris, as owner of Tract No. 10.

RECEIVED
FOR RECORD

99 AUG -6 PM 1:12

Karen Brummett
MORGAN CO RECORDER

UPDATE

THREE DEERE ASSOCIATES

THANKS TO ALL OF THOSE WHO ATTENDED THE MEETING, IT WAS A VERY ENJOYABLE AND SUCCESSFUL MEETING. THE FOLLOWING LIST IS ISSUES THAT WERE ADDRESSED AND VOTED ON UNANIMOUSLY BY ALL OF THOSE ATTENDING (WHICH MADE UP MORE THAN THE 60% OF MAJORITY VOTES). 3 DEERE Place Originally recorded in MISC. BK 121 pg 329

ISSUES

1.) THE ROAD IS TO BE GRADED THIS YEAR INSTEAD OF PUTTING DOWN ROCK, IN AN EFFORT TO BUILD UP MONEY TO DO A MUCH BETTER JOB AT A LATER TIME.

2.) STARTING IN 2004, ALL DUES WILL BE DUE ON JUNE 1, WITH THE FIFTY DAY GRACE PERIOD STILL IN EFFECT. DUES WILL ALSO INCREASE TO $125.00 UNTIL VOTED DIFFERENTLY, IN ORDER TO BUILD UP THE FUNDS TO INCREASE MONEY SAVED FOR THE ROAD. ALSO IT WILL BE ADDED TO THE COVENANT THAT THERE WILL BE A SECRETARY AND ROAD DIRECTOR BOTH SIGING TO IMPOSE LIENS ON THOSE DUES NOT PAID IN THE ALLOTTED AMOUNT OF TIME. AND LAST, STARTING IN 2004 ALL LAND OWNERS WILL BE OBLIGATED TO PAY DUES.

3.) DOGS ARE STILL A CONCERN, ONCE AGAIN BE AWARE THAT ANIMAL CONTROL CAN BE CALLED AND YOU CAN BE FINED BY ANIMAL CONTROL IF THEY ARE CALLED VARIOUS TIMES. WE WANT OUR KIDS TO FEEL THEY CAN BE OUTSIDE AND NOT HAVE TO HAVE FEAR OF WONDERING DOGS.

4.) THE ROAD DIRECTOR AND THE SECRETARY WERE VOTED TO STAY THE SAME, SO IF YOU HAVE ANYTHING TO ADDRESS THEM WITH FEEL FREE TO DO SO.

CONTINUED FROM PAGE 1

5.) ALSO ~~IF YOUR DUES ARE NOT PAID UP, YOU CANNOT HOLD AN OFFICE OF ROAD DIRECTOR OR SECRETARY, AND YOURVOTE WILL BE NULL AND VOID~~, WITHOUT DUES BEING PAID IN FULL ~~AND UP~~ TO DATE. (UNCHANGED, VOTES RECINDED) KMD-S.C.

6.) IT WAS DISCUSSED TO TRY A COMMITTEE INSTEAD OF THE ROAD DIRECTOR AND SECRETARY, BUT WAS DECIDED TO JUST STAY THE SAME. SEE EXIBIT A

7.) IT WAS DISCUSSED TO ELIMINATE THE COVENANT, AND WAS VOTED UNANIMOUSLY TO KEEP THE COVENANT, WITH THE PREVIOUS CHANGES MADE TO THE COVANANT.

SEE EXIBIT B

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

SINCERELY,

ROAD DIRECTOR
WAYNE SINCLAIR

SECRETARY
KELLY ORR

ATTENDEES WERE:

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

FIDELITY NATIONAL FINANCIAL EA 2 13 4 1 10

UPDATE 2004
THREE DEERE ASSOCIATION MEMBERS

WE WOULD JUST LIKE TO REMIND EVERYONE THAT OUR DUES HAVE BEEN CHANGED TO JUNE 1ST WITH THE (50) DAY PERIOD AND THAT THEY ARE NOW $125.00 BY THE MAJORITY VOTE.

IN SEPTEMBER 2003 WE HAD THE FIRST COMMITTEE MEETING. AT THAT MEETING WE NOMINATED JIM HARRISON AS ROAD DIRECTOR, THE NOMINATION WAS ALSO 2ND. SO IF YOU WOULD LIKE YOUR VOTE TO BE A "YES" YOU NEED NOT RESPOND BUT IF YOU PREFER TO VOTE "NO" PLEASE PLACE YOUR "NO" VOTE IN A COMMITTEE MEMBERS MAIL BOX.

WE WOULD ALSO LIKE TO CLARIFY THE PURPOSE OF THE COMMITTEE, THE DUTIES OF THE COMMITTEE ARE AS FOLLOWS;

1.) TO DISCUSS AND PUT TO VOTE ANY OF THE COMMUNITIES CONCERNS AND IDEAS.

2.) TO INFORCE,PURSUE,AND UPHOLD ALL OF THE CURRENT COVENANT RESTRICTIONS AND GUIDELINES WITH NOTIFICATION AND/OR LEGAL ACTION ON BEHALF OF THE THREE DEERE ASSOCIATION.

3.) TO INFORM AND INQUIRE OF ANY COMMUNITY NEEDS OR CONCERNS.

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

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

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

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

SINCERELY,
THREE DEERE COMMITTEE,

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

P.S.
WE WOULD ALSO LIKE TO THANK DON SICKLE FOR CLEARING THE ROAD FOR THE COMMUNITY. ITS NICE TO KNOW PEOPLE STILL CARE ABOUT THERE NEIGHBORS AND HELP THEM TO BE ABLE TO GET AROUND. SO...
THANKS DON FOR MAKING EVERYONES TRAVEL POSSIBLE!

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