

RESTRICTIVE COVENANTS OF
DEERFIELD FARMS

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

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

WHEREAS, Andrew R. Rendleman and Freda H. Rendleman desire to subject said real estate to certain restrictive covenants for the mutual benefit of all purchasers and for the use and maintenance of said real estate and roadways installed on the real estate, hereby adopt these restrictive covenants and declare that their lands as described in Exhibit "A" shall be held, conveyed, encumbered, leased, used, occupied, owned and improved subject to these restrictive covenants, which covenants shall run with the land and be binding upon any parties who are successors to them, and the acceptance of a deed conveying titled to any portion of said lands or the execution of a contract for the purchase thereof shall subject such owners of said lands to these restrictive covenants and shall inure to the benefit of the owners and successors in title.

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

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

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

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

3. The affairs of the Association shall be governed by the Indiana General Not-For-Profit Corporation Act. The president shall be responsible for the maintenance and repair of all private roads within DEERFIELD FARMS. He shall cause notice to be mailed to all owners of record as determined by the Auditor's Transfer Books as of December 31, on or before January 15 of the succeeding calendar year as to any road maintenance levies or association dues. The president shall have all other powers vested in his office by Indiana Law.

A. The Board of Directors shall be responsible for establishing sufficient levies for road maintenance and shall have the power to determine the conformity of building plans upon any tract prior to the commencement of construction so as to maintain the conformity of any such buildings to the requirements of these restrictive covenants.

B. The Board shall also have the power to assess general dues for the conduct of the affairs of the Association and the good of the membership.

C. The Board of Directors has, pursuant to the Indiana General Not-For-Profit Corporation Act, the power to adopt appropriate by-laws in implementation of these restrictive covenants and to govern the affairs of the Association.

D. The Board of Directors shall consist of not less than three nor more than five members and each director shall serve for a term of three years. However, at the initial election of directors, at least one director will be elected for a term of one year, one for two years, and one for three years, so that their terms will be staggered in duration.

E. The annual meeting of the membership shall be held at 7:00 p.m. on the last Monday in March unless otherwise established by the By-Laws. Written notice stating the place, day and hour of the meetings and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered or mailed by the secretary or by the officer or person calling the meeting to each member of record entitled to vote at that meeting, by the Articles of Incorporation, at the address which appears on the records of the corporation at least ten days before the date of the meeting.

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

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

of the Association by judicial proceedings as real estate mortgages are foreclosed and, in any event, must be fully paid by March 31 of each calendar year.

5. All tracts shall be subject to easements in favor of public utilities or mutual easments for drainage as set out on individual surveys of tracts.

6. DERFIELD FARMS shall be exclusively residential with one single family dwelling per tract. Developers reserve the right to subdivide any tracts of which they retain ownership into smaller parcels. Developers also reserve the right to add additional lands to Exhibit "A".

7. No commercial activity, including home occupations or professional offices are permitted. No commercial agriculture is permitted. No auto mechanics or body work or welding or other automobile work for hire whatsoever shall be permitted; personal hobby, or repair of motor vehicles licensed to the tract owner for personal use and not for resale is permitted.

8. In no event at any time shall any tract have more than five motor vehicles thereon for any period in excess of 48 consecutive hours.

9. No owners subsequent to these developers shall subdivide any tract into smaller parcels.

A. All plans for construction of dwellings, outbuildings, detached garages, or carports and fencing shall be first approved in writing by the Board of Directors by majority vote. The Board shall determine prior to any approval that such construction is pursuant to governmental authority and permit, and shall be consistent with these restrictive covenants and consistent with aesthetic standards conducive to the maintenance of the highest and best property values in DERFIELD FARMS.

B. All dwellings shall contain at least 1,500 square feet of living area for one-story dwellings and at least 2,000 square feet of living area for those in excess of one story, exclusive of porches, decks, patios, and garages. All dwellings shall include at least a two car garage. No mobiles homes, modular or sectional housing, or manufactured housing, garage, basement, or temporary structure, or travel trailer, shall be a residence either temporarily or permanently.

C. All construction shall be new on site, standard construction, with exteriors of brick, natural stone, solid natural wood or architectural concrete. All residences shall be constructed upon concrete footers. Secondary support buildings shall conform to or complement the dwelling construction in materials and style. All dwellings shall be completed on exterior within six months from the date of commencement and completed, including grading of site and seedings and landscaping within one year unless granted extension by the Board of Directors.

D. All dwellings shall be served by septic or private sewage system approved by Morgan County Board of Health. Owners shall join any available sewer system. All dwellings shall provide a Morgan County Board of Health approved well.

E. Except for solely ornamental fences as approved by the Board of Directors, no fence shall extend beyond the front set-back building line. No barbed wire fences shall be permitted. Any fencing shall be the owners responsibility notwithstanding the Statutory Fence Law. No mining, drilling or excavation of any oil, gas, liquid, mineral or soil shall be permitted except as incidental to site preparation and construction authorized by these restrictive covenants. All tracts shall be maintained

and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No open, unsheltered storage of materials, equipment, junk, or inoperative automobiles or parts thereof shall be permitted. No visible fuel tanks shall be permitted.

F. No dwelling or secondary support structure shall be constructed within 75 feet of the front property line, nor 40 feet from any side or rear property line.

G. Aside from household pets and not more than 3 horses on tracts of 5 acres or greater, no animals shall be permitted. Breeding of any animal for commercial purposes, including dog kennels, is prohibited. All animals shall be restrained in the owner's boundaries. No noxious, offensive or illegal activity or activity constituting a nuisance shall be permitted. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit trees. No trees 8 inches or greater diameter and 60 inches above ground may be cut down or removed unless by approval by the Board of Directors, except in case of emergency for the safety of persons or property.

10. Enforcement of all restrictive covenants may be by the resolution of the Board of Directors, in the person of the president, or by the owners of the real estate within DEERFIELD FARMS by injunction, together with the right to cause non-conforming structures to be removed by process of law or by award of damages. The violation of any restrictive covenants shall not result in forfeiture or reversion of title. Failure to enforce a particular provision shall not be construed as a waiver of the right of enforcement. The invalidity of a particular covenant shall not invalidate any remaining restrictive covenants.

11. The recordation of these covenants constitutes notice to future grantees. Recordation of any subsequent conveyance shall likewise be deemed as acceptance of these restrictive covenants whether or not the same shall be set out or referenced, but all subsequent conveyances may, by reference to the Deed Book and page specifically incorporate all the restrictive covenants set out herein.

12. The responsibility of developers of the tracts which are subject to these restrictive covenants with regard to the construction of roads shall be deemed to have been satisfied when such roads have been completed by the installation of 25 feet in width of a roadbed consisting of 3 inches of No. 2 stone overlaid with 3 inches of compacted No. 53 stone together with construction of necessary side ditches and culverts as shown on Exhibit "A". No funds collected by the association pursuant to the Road Maintenance Levies hereunder shall be used for the purpose of the original construction of such roads.

13. These restrictive covenants may only be amended by (1) an instrument bearing the signature of 75% of the membership and Developers, as attested and recorded in the Morgan County Recorder's Office, (2) an amendment executed by Andrew R. Rendleman and Freda H. Rendleman as long as they own any tract within Exhibit "A".

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

Andrew R. Rendleman

ANDREW R. RENDLEMAN

Freda H. Rendleman

FREDA H. RENDLEMAN

"Developers"

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me a Notary Public in and for said County and State, personally appeared Andrew R. Rendleman and Freda H. Rendleman, who acknowledged the execution of the foregoing instrument and who, having been duly sworn stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 29 day of Nov, 1989.

My Commission Expires: 10-17-93

Wayne E. Ready
Notary Public
Residing in Morgan County.



CHICAGO TITLE

This Instrument Prepared by : Mark Peden, Attorney at Law
Martinsville, IN 46151

SURVEY FOR ANDREW R. & FREDA H. RENDLEMAN

DESCRIPTION DEERFIELD FARMS: A part of the North Half of the Southeast Quarter and part of the Southwest quarter of the Northeast quarter both in Section 36, Township 12 North, Range 1 East, Morgan County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter traverse North 90 degrees 00 minutes 00 seconds East, 1342.94 feet to a point; thence traverse South 01 degree 35 minutes 57 seconds West, 1,355.46 feet; thence South 89 degrees 57 minutes 39 seconds West, 2,542.10 feet to a point; thence traverse North 01 degree 56 minutes 53 seconds West, 857.19 feet to a point; thence traverse South 88 degrees 49 minutes 49 seconds East, 867.87 feet to a point; thence traverse North 04 degrees 22 minutes 10 seconds East, 509.29 feet; thence traverse North 46 degrees 44 minutes 47 seconds West, 175.31 feet to a point; thence traverse North 21 degrees 31 minutes 49 seconds West, 630.37 feet to a point in the centerline of the State Highway No. 44; thence traverse along said centerline North 69 degrees 20 minutes 29 seconds East, 166.77 feet; thence continuing along said centerline North 73 degrees 49 minutes 02 seconds East, 311.55 feet; thence continuing along said centerline North 73 degrees 59 minutes 23 seconds East, 289.20 feet to a point; thence traverse South 00 degrees 54 minutes 22 seconds West, 921.99 feet back to the point of beginning. Containing in all 81.24 acres, more or less. Subject to right-of-way for State Highway No. 44 along the entire north side of the property.

SURVEYOR'S REPORT:

In accordance with Title 864 Article 1.1 Chapter 13, Section 1 through 34 of the Indiana Administrative Code, the following locations of the lines and corners established on this survey as a result of:

CHICAGO TITLE
A.) Random Errors in Measurements (Theoretical Uncertainty)

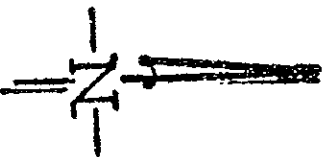
1. Due to the Theoretical Uncertainty (due to random errors in measurement) of the corner of the subject tract established by this survey is within 1:10,000.



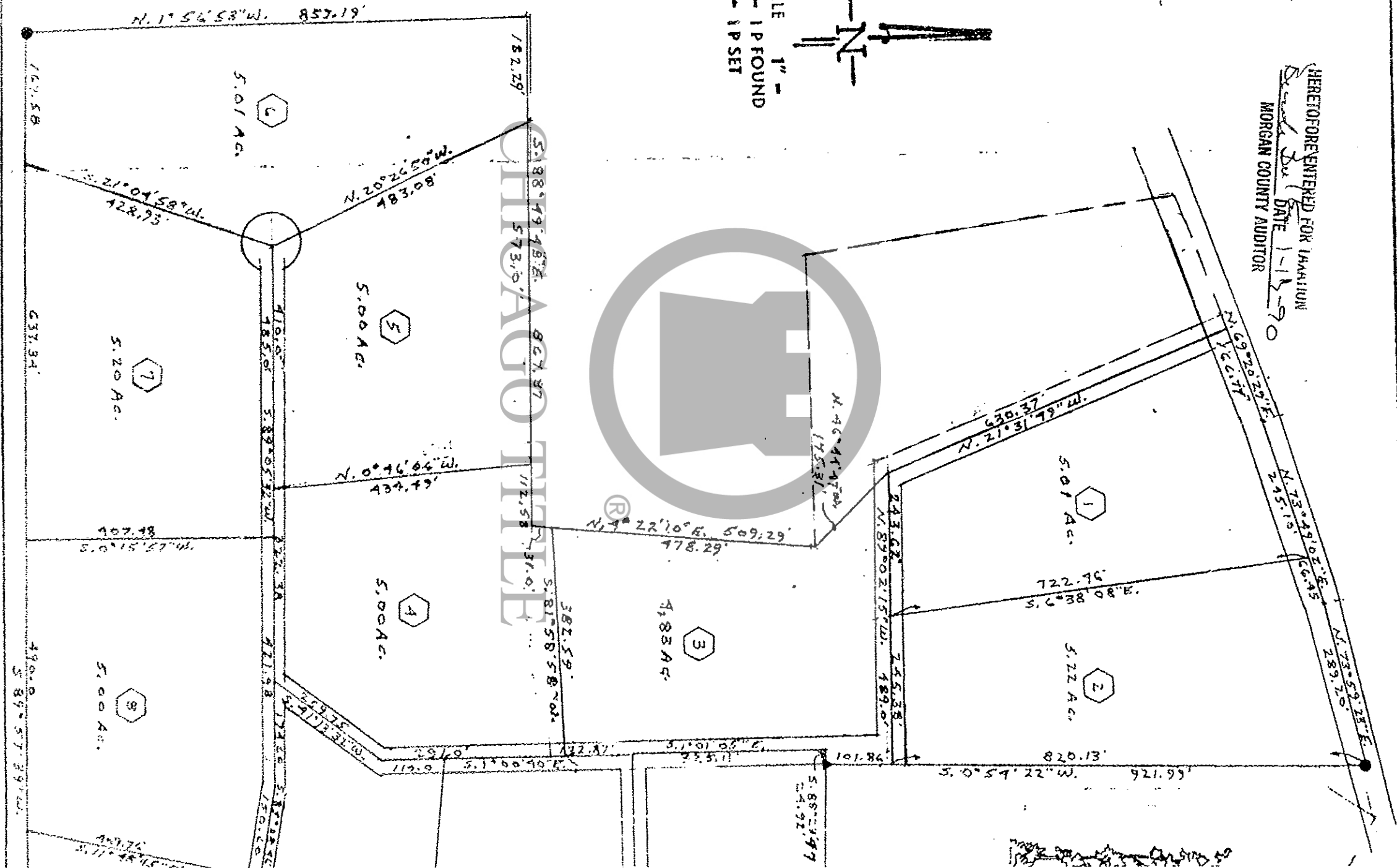
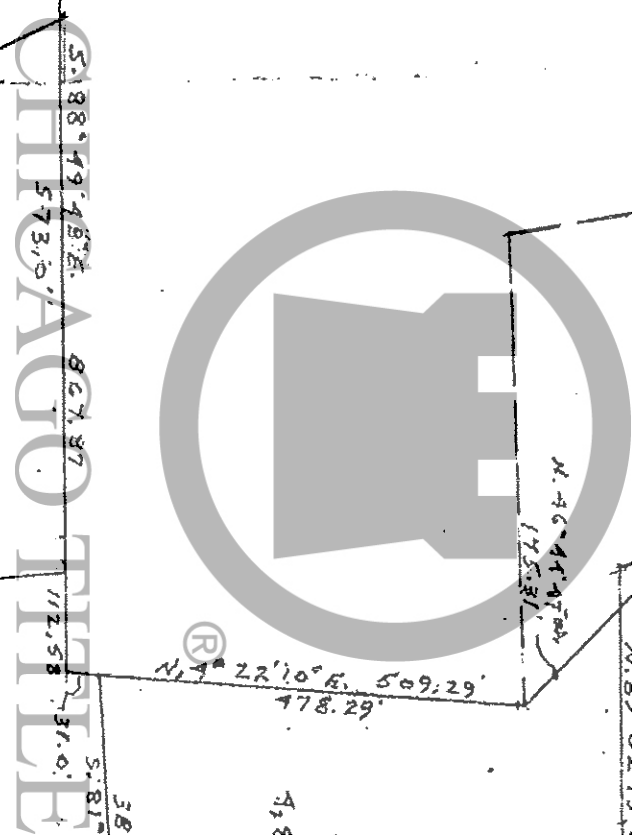
John E. Drapalik
John E. Drapalik
Reg. Land Surveyor, S 0034
State of Indiana
November 17, 1989
Revised: January 17, 1990

HERETOFORE ENTERED FOR TAXATION
DATE January 17, 1990
MORGAN COUNTY AUDITOR

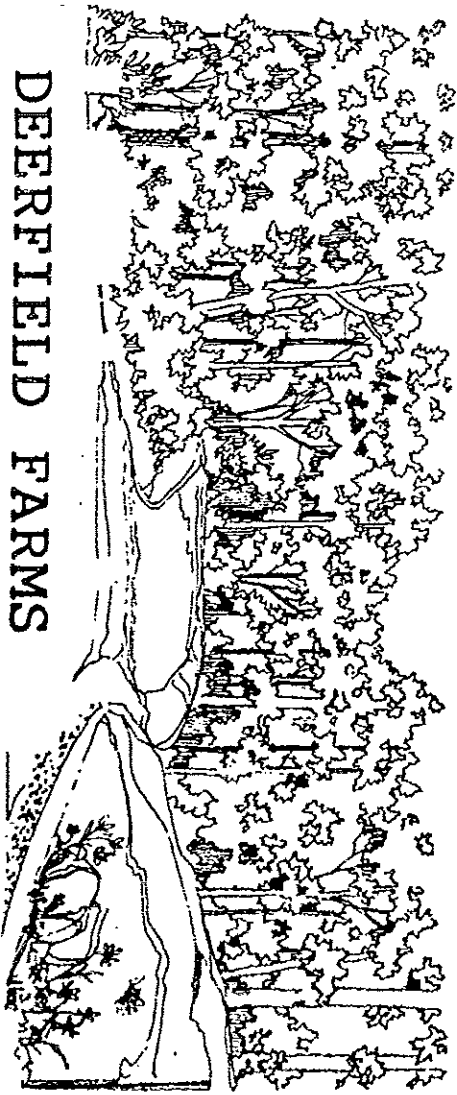
HERE TO FORE ENTERED FOR EXAMINATION
DATE 1-15-90
MORGAN COUNTY AUDITOR



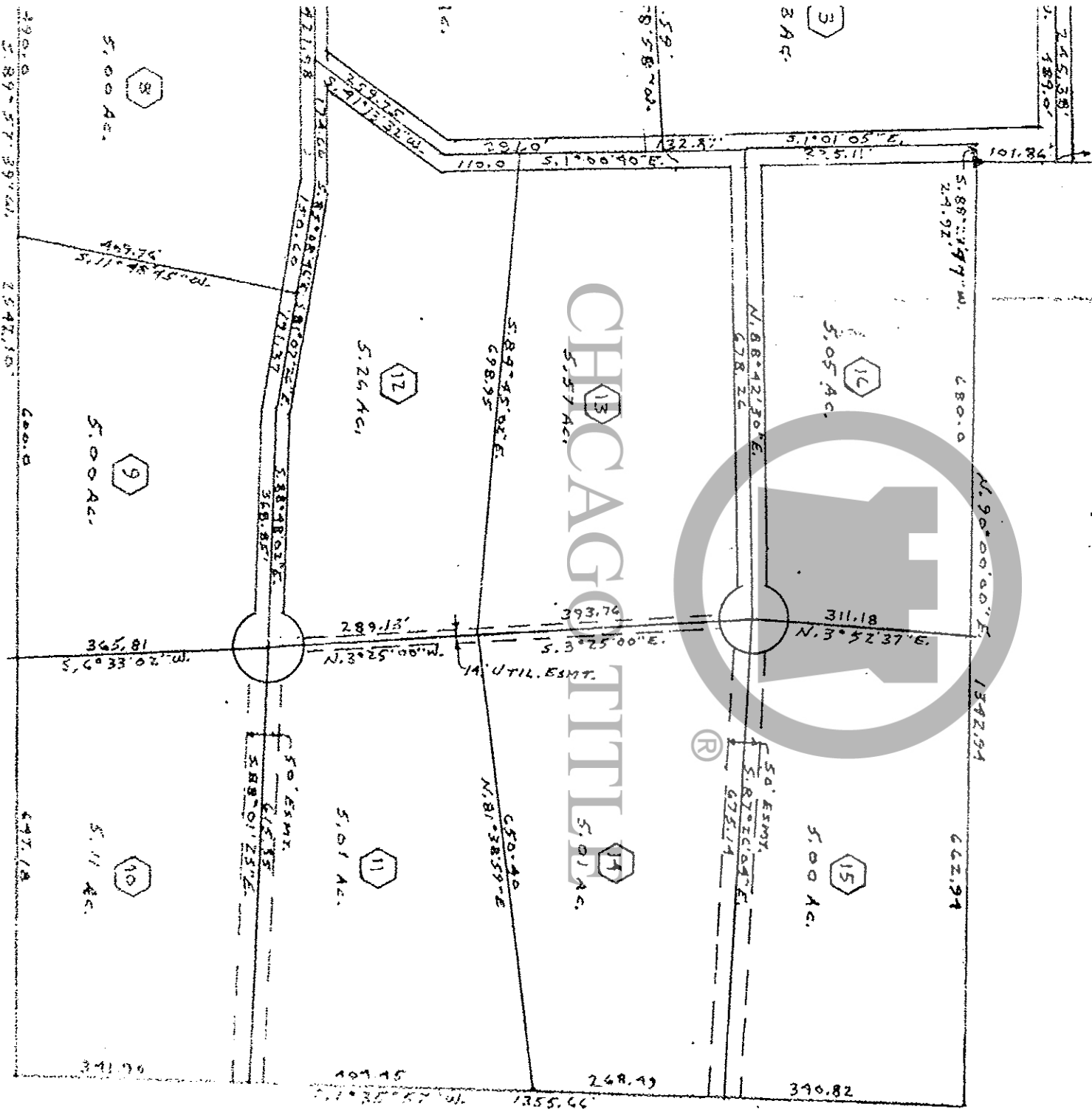
SCALE 1" = 1 POUND
● - 1 POUND
○ - 1 P SET

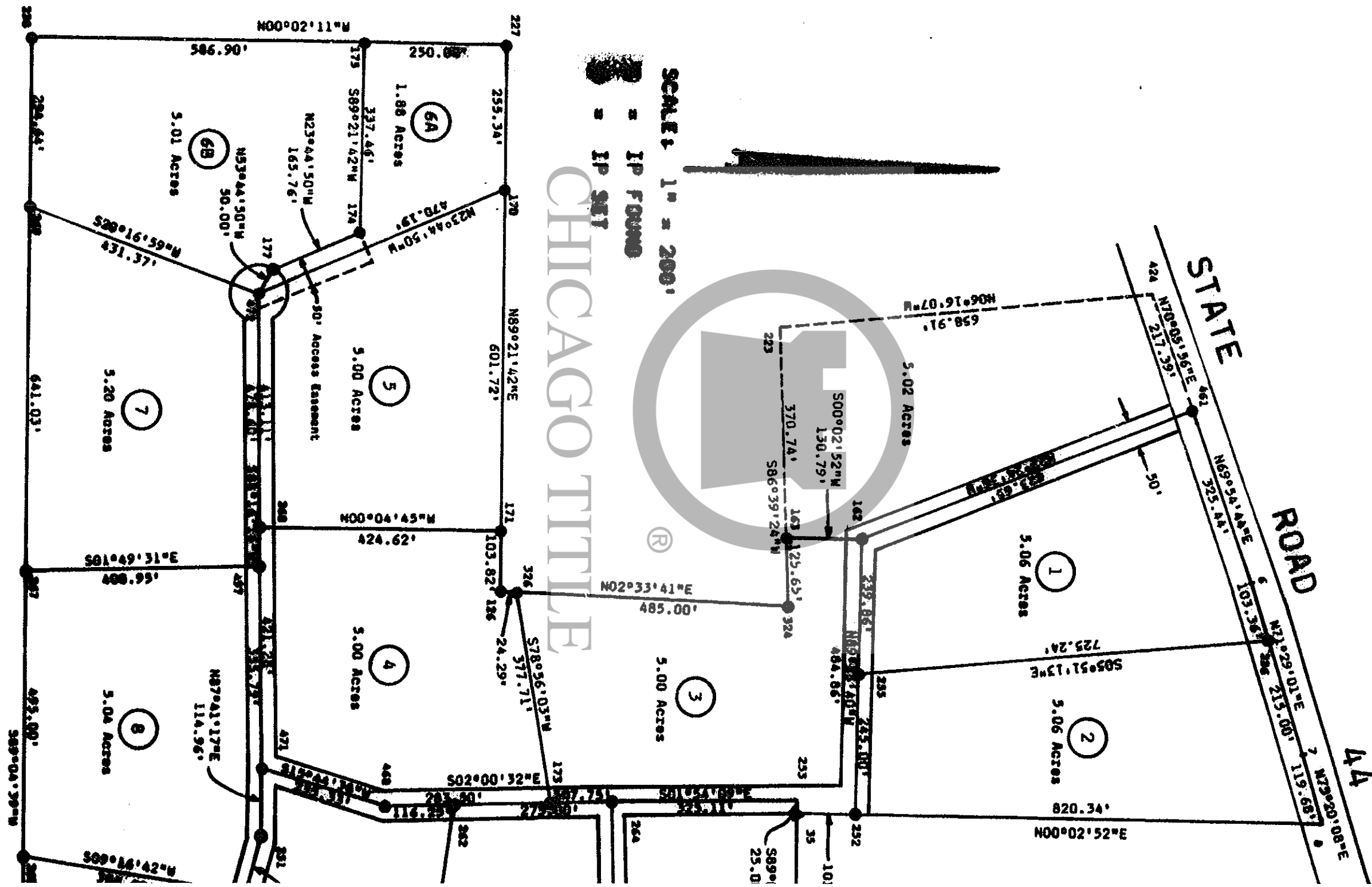


RECEIVED FOR RECORD
 JAN 12 1990
 at 2:50 P.M.
Carroll Hester
 MORGAN COUNTY RECORDER



DEERFIELD FARMS





SCALE: 1" = 200'

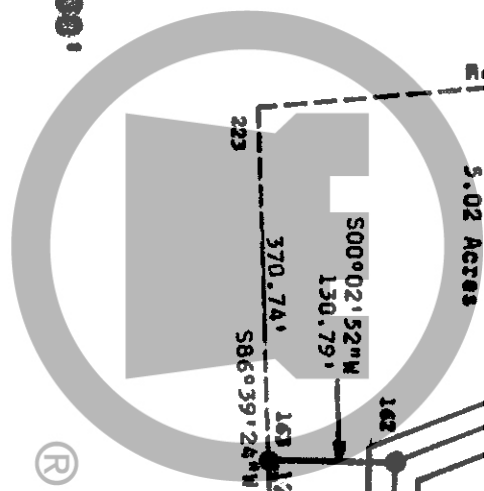
 = IP FOUND
 = IP NOT FOUND

CHICAGO TITLE

STATE ROAD

ROAD

44



N00°02'11"E
586.90'

6A
1.80 Acres

6B
5.01 Acres

5
5.00 Acres

7
5.20 Acres

4
5.00 Acres

3
5.00 Acres

1
5.06 Acres

2
5.06 Acres

8
5.04 Acres

N02°33'41"E
485.00'

5.02 Acres

S00°02'52"W
130.79'

S05°51'13"E
725.24'

E°55'20"00N
820.34'

S01°49'31"E
488.95'

N87°41'17"E
114.96'

S02°00'32"E
285.80'

S78°56'03"W
577.71'

S01°04'00"W
253.10'

S89°
25.0'

101

252

225

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N65°51'08"E
165.18'

N23°44'50"W
165.76'

N23°44'50"W
470.19'

N89°21'42"E
601.72'

N00°04'45"W
424.62'

S02°00'32"E
285.80'

S01°04'00"W
253.10'

S02°00'32"E
285.80'

S01°04'00"W
253.10'

S02°00'32"E
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S01°04'00"W
253.10'

S00°44'42"W
388.00'

N87°41'17"E
114.96'

S02°00'32"E
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285.80'

S01°04'00"W
253.10'

S02°00'32"E
285.80'

N06°16'07"W
658.91'

N70°00'51"E
217.39'

N69°54'44"E
325.44'

N72°29'01"E
215.00'

N79°20'08"E
119.68'

30' Access Easement

30' Access Easement

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FIRST AMENDMENT TO
RESTRICTIVE COVENANTS OF
DEERFIELD FARMS

WHEREAS, the restrictive covenants of Deerfield Farms were duly executed and recorded at Book 107, page 133, in the office of the Morgan County Recorder, and pursuant to Paragraph 13 thereof, providing for amendment, the "developers" hereby do amend said restrictive covenants as follows:

1. Paragraph 3 E. is amended so that the first sentence thereof shall read as follows:

"The annual meeting of the membership shall be held at 7:00 p.m. on the last Monday in May unless otherwise established by the By-Laws."

2. Also, the first sentence of Paragraph 9 is amended to read as follows:

"No owners subsequent to these developers shall subdivide any tract into smaller parcels, except that corporations or entities created by these developers may do so, as provided in paragraph 6, and, except further, that subsequent owners may deed parts of tracts back to developers."

3. Said restrictive covenants shall also be amended to add a new Paragraph 14 thereto as follows:

"14. Rendleman and Associates, Inc. shall, for the purpose of these restrictive covenants, be also considered as "developers"."

Dated: May 5 1993
RECEIVED FOR RECORD
93 MAY -5 AM 8: 38

AGOSTINI
Andrew R. Rendleman
ANDREW R. RENDLEMAN

Dieke Huett
MORGAN CO. RECORDER

Freda Rendleman
FREDA RENDLEMAN

"Developers"

STATE OF INDIANA)
COUNTY OF MORGAN) SS:

Before me, a Notary Public in and for said County and State, personally appeared Andrew R. Rendleman and Freda Rendleman, who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 5th day of May 1993.

My Commission Expires:

(Signature)

Andrew R. Rendleman

Prepared by:

12/4/94

(Printed)

Andrew R. Rendleman
Resident of Morgan County,
Indiana

Mark Peden
FOLEY, FOLEY & PEDEN
60 East Morgan Street
Martinsville, Indiana 46151

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1/17/01
9607306

Book 129 Page 536

**SECOND AMENDMENT TO RESTRICTIVE
COVENANTS OF DEERFIELD FARMS**

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

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

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

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

1. All owners of the subject real estate shall be members of a not-for-profit corporation to be known as **DEERFIELD FARMS ASSOCIATION, INC.**, formed pursuant to Indiana Code 23-7-1.1-1 et. seq. known as the Indiana General Not-For-Profit Corporation Act.
Only one membership shall exist for each tract, in the event of multiple ownership and where a tract has been sold on contract, the contract purchaser shall be entitled to the membership in any corporate affair upon exhibiting his or her contract. Each tract shall have only one vote in the affairs of the Association.
2. The Association shall be initially incorporated and formed by Andrew R. Rendleman and Freda H. Rendleman (Developers) and shall continue in existence thereafter until terminated by a vote of 75% of the members.

3. The affairs of the Association shall be governed by the Indiana General Not-For-Profit Corporation Act. The president shall be responsible for the maintenance and repair of all private roads within DEERFIELD FARMS. He shall cause notice to be mailed to all owners of record as determined by the Auditor's Transfer Books as of December 31, on or before January 15 of the succeeding calendar year as to any road maintenance levies or association dues. The president shall have all other powers vested in his office by Indiana Law.

A. The Board of Directors shall be responsible for establishing sufficient levies for road maintenance and shall have the power to determine the conformity of building plans upon any tract prior to the commencement of construction so as to maintain the conformity of any such buildings to the requirements of these restrictive covenants.

B. The Board shall also have the power to assess general dues for the conduct of the affairs of the Association and the good of the membership.

C. The Board of Directors has, pursuant to the Indiana General Not-For-Profit Corporation Act, the power to adopt appropriate by-laws in implementation of these restrictive covenants and to govern the affairs of the Association.

D. The Board of Directors shall consist of not less than three nor more than five members and each director shall serve for a term of three years. However, at the initial election of directors, at least one director will be elected for a term of one year, one for two years, and one for three years, so that their terms will be staggered in duration.

E. The annual meeting of the membership shall be held at 7:00 p.m. on the last Monday in March unless otherwise established by the By-Laws. Written notice stating the place, day and hour of the meetings and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered or mailed by the secretary or by the officer or person calling the meeting to each member of record entitled to vote at that meeting, by the Articles

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

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

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

5. All tracts shall be subject to easements in favor of public utilities or mutual easements for drainage as set out on individual surveys of tracts.

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7. No commercial activity, including home occupations or professional offices are permitted. No commercial agriculture is permitted. No auto mechanics or body work or welding or other automobile work for hire whatsoever shall be permitted; personal hobby, or repair of motor vehicles licensed to the tract owner for personal use and not for resale is permitted.

8. In no event at any time shall any tract have more than five motor vehicles thereon for

any period in excess of 48 consecutive hours.

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

E. Except for solely ornamental fences as approved by the Board of Directors, no fence shall extend beyond the front set-back building line. No barbed wire fences shall be permitted. Any fencing shall be the owners responsibility notwithstanding the Statutory Fence Law. No mining, drilling or excavation of any oil, gas, liquid, mineral or soil shall be permitted except as incidental to site preparation and construction authorized by these restrictive covenants. All tracts shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No open, unsheltered storage of materials, equipment, junk, or inoperative automobiles or parts thereof shall be permitted. No visible fuel tanks shall be permitted.

F. No dwelling or secondary support structure shall be constructed within 75 feet of the front property line, nor 40 feet from any side or rear property line.

G. Aside from household pets and not more than 3 horses on tracts of 5 acres or greater, no animals shall be permitted. Breeding of any animal for commercial purposes, including dog kennels, is prohibited. All animals shall be restrained in the owner's boundaries. No noxious, offensive or illegal activity or activity constituting a nuisance shall be permitted. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit trees. No trees 8 inches or greater diameter and 60 inches above ground may be cut down or removed unless by approval by the Board of Directors, except in case of emergency for the safety of persons or property.

10. Enforcement of all restrictive covenants may be by the resolution of the Board of Directors, in the person of the president, or by the owners of the real estate within DEERFIELD FARMS by injunction, together with the right to cause non-conforming structures to be removed by process of law or by award of damages. The violation of any restrictive covenants shall not result in forfeiture or reversion of title. Failure to enforce a particular provision shall not be construed as

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

11. The recordation of these covenants constitutes notice to future grantees. Recordation of any subsequent conveyance shall likewise be deemed as acceptance of these restrictive covenants whether or not the same shall be set out or referenced, but all subsequent conveyances may, by reference to the Deed Book and page specifically incorporate all the restrictive covenants set out herein.

12. The responsibility of developers of the tracts which are subject to these restrictive covenants with regard to the construction of roads shall be deemed to have been satisfied when such roads have been completed by the installation of 25 feet in width of a roadbed consisting of 3 inches of No. 2 stone overlaid with 3 inches of compacted No. 53 stone together with construction of necessary side ditches and culverts as shown on Exhibit "A". No funds collected by the association pursuant to the Road Maintenance Levies hereunder shall be used for the purpose of the original construction of such roads.

13. These restrictive covenants may only be amended by an instrument bearing the signature of 75% of the membership, as attested and recorded in the Morgan County Recorder's Office.

14. Paragraph 14 [which was added in the First Amendment to Restrictive Covenants of Deerfield Farms] is hereby deleted in its entirety.

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

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

as described herein, this 30th day of May, 1996.

Book 120 Page 548

Lyle Davis
Lyle Davis - Lot No. 2

Alan S. Ryan
Alan S. Ryan - Lot No. 4

Pamela Ryan
Pamela Ryan - Lot No. 4

Matthew Bell
Matthew Rakowski - Lot No. 5

Linda Rakowski
Linda Rakowski - Lot No. 5
AKA LINDA A. RAKOWSKI

Carl Miller
Carl Miller - Lot No. 6-A AKA CARL R. MILLER

Dianne Miller
Dianne Miller - Lot No. 6-A
AKA DIANNE M. MILLER

Carl Miller
Carl Miller - Lot No. 6-B AKA CARL R. MILLER

Dianne Miller
Dianne Miller - Lot No. 6-B
AKA DIANNE M. MILLER

Ronald Williams
Ronald Williams - Lot No. 7 AKA RONALD D. WILLIAMS

Maria Williams
Maria Williams - Lot No. 7
AKA MARIA S. WILLIAMS

Timothy Leffelman
Timothy Leffelman - Lot No. 8 AKA TIMOTHY A. LEFFELMAN

Cindy Leffelman
Cindy Leffelman - Lot No. 8

Ray Stroup
Ray Stroup - Lot No. 9

Dixie Stroup
Dixie Stroup - Lot No. 9

Bill Fortner
Bill Fortner - Lot No. 10

Mona Fortner
Mona Fortner - Lot No. 10

Jeff Hiatt
Jeff Hiatt - Lot No. 11

Julie Hiatt
Julie Hiatt - Lot No. 11
AKA JULIE L. HIATT

Wayne Anthony
Wayne Anthony - Lot No. 12

Jennifer Anthony
Jennifer Anthony - Lot No. 12

John Hankins
John Hankins - Lot No. 14

Susan Ksenak
Susan Ksenak - Lot No. 15

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

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

Book 189 Page

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

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

My Commission Expires:

NOV 14 1997

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

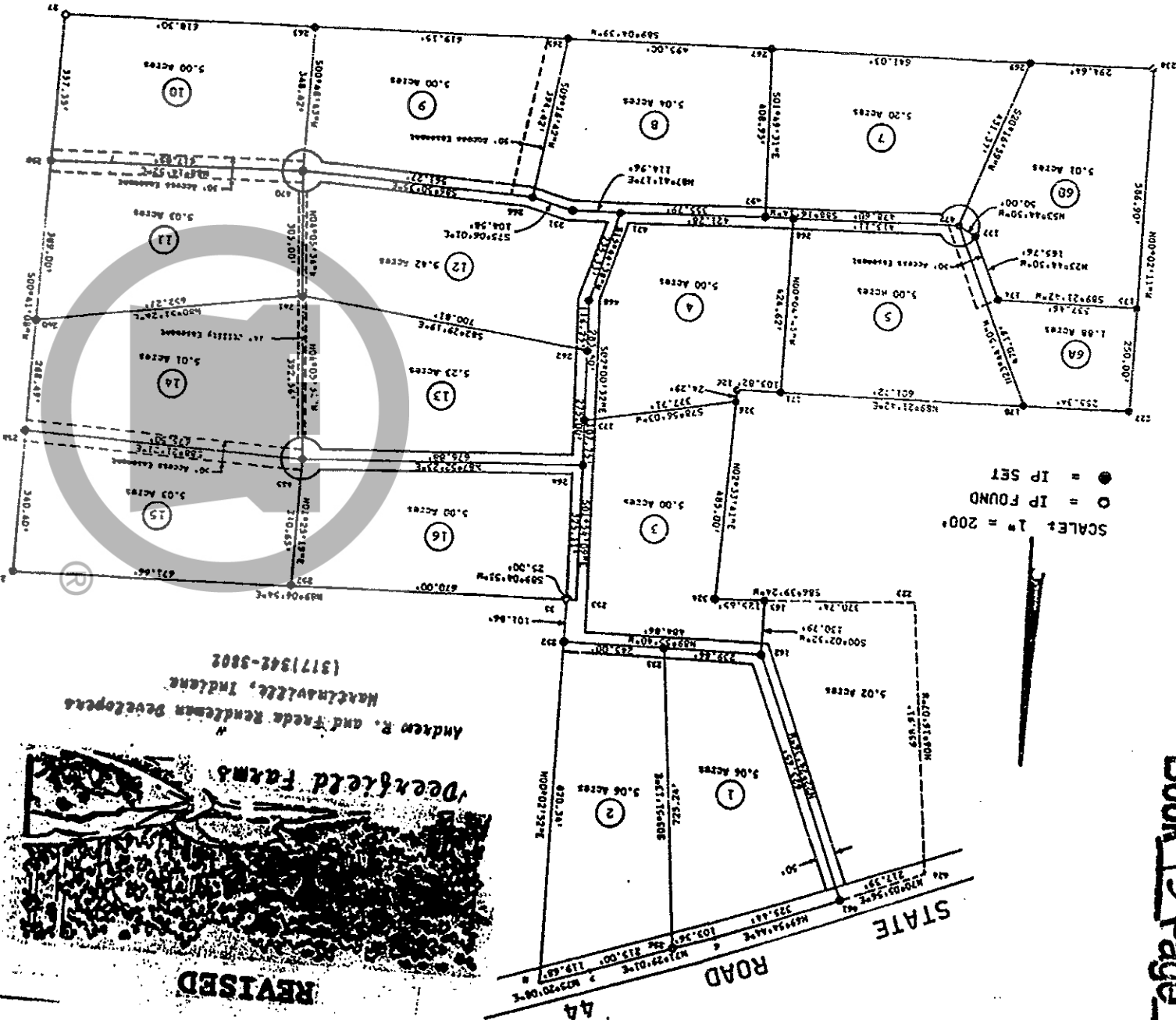


CHICAGO TITLE

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

This plat of Deerfield Farms replaces the plat and description recorded in Misc. Record 1071, page 133 in the Office of the Recorder of Morgan County, Indiana.

PLAT EXTENDED FOR TAXATION
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CHICAGO TITLE



Andrew R. and Freda Rendleman Developers
Hankshaw LLC, Indiana
(317) 342-5802

REVISED

Prepared by
Dropick Surveying & Engineering

RECEIVED FOR RECORD
91 APR 10 PM 2 38
HANKSHAW LLC, INDIANA
(317) 342-5802

RECEIVED FOR RECORD
MAY 21 9 00 AM '26
Vickie Huett
MORGAN COUNTY CLERK

See in page 556

SECOND AMENDMENT TO RESTRICTIVE
COVENANTS OF DEERFIELD FARMS

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

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

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

WHEREAS, pursuant to Paragraph 13 of the original Restrictive Covenants of Deerfield Farms, 75% of the membership and Developers did amend said Restrictive Covenants and the First Amendment to Restrictive Covenants of Deerfield Farms by a document entitled "Second Amendment to Restrictive Covenants of Deerfield Farms" which was duly recorded in the Office of the Morgan County Recorder in Book 139, pp. 536-544, and known as Instrument No. 9607306.

NOW, THEREFORE, 75% of the membership and Developers cause to be recorded this revised Second Amendment to Restrictive Covenants of Deerfield Farms:

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

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

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

3. The affairs of the Association shall be governed by the Indiana General Not-For-Profit Corporation Act. The president shall be responsible for the maintenance and repair of all private roads within DEERFIELD FARMS. He shall cause notice to be mailed to all owners of record as determined by the Auditor's Transfer Books as of December 31, on or before January 15 of the succeeding calendar year as to any road maintenance levies or association dues. The president shall have all other powers vested in his office by Indiana Law.

A. The Board of Directors shall be responsible for establishing sufficient levies for road maintenance and shall have the power to determine the conformity of building plans upon any tract prior to the commencement of construction so as to maintain the conformity of any such buildings to the requirements of these restrictive covenants.

B. The Board shall also have the power to assess general dues for the conduct of the affairs of the Association and the good of the membership.

C. The Board of Directors has, pursuant to the Indiana General Not-For-Profit Corporation Act, the power to adopt appropriate by-laws in implementation of these restrictive covenants and to govern the affairs of the Association.

D. The Board of Directors shall consist of not less than three nor more than five members and each director shall serve for a term of three years. However, at the initial election of directors, at least one director will be elected for a term of one year, one for two years, and one for three years, so that their terms will be staggered in duration.

E. The annual meeting of the membership shall be held at 7:00 p.m. on the last Monday in March unless otherwise established by the By-Laws. Written notice stating the place, day and hour of the meetings and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered or mailed by the secretary or by the officer or person calling the meeting to each member of record entitled to vote at that meeting, by the Articles

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

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

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

5. All tracts shall be subject to easements in favor of public utilities or mutual easements for drainage as set out on individual surveys of tracts.

6. DEERFIELD FARMS shall be exclusively residential with one single family dwelling per tract.

7. No commercial activity, including home occupations or professional offices are permitted. No commercial agriculture is permitted. No auto mechanics or body work or welding or other automobile work for hire whatsoever shall be permitted; personal hobby, or repair of motor vehicles licensed to the tract owner for personal use and not for resale is permitted.

8. In no event at any time shall any tract have more than five motor vehicles thereon for

CHOCOLATE

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6

any period in excess of 48 consecutive hours.

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

E. Except for solely ornamental fences as approved by the Board of Directors, no fence shall extend beyond the front set-back building line. No barbed wire fences shall be permitted. Any fencing shall be the owners responsibility notwithstanding the Statutory Fence Law. No mining, drilling or excavation of any oil, gas, liquid, mineral or soil shall be permitted except as incidental to site preparation and construction authorized by these restrictive covenants. All tracts shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No open, unsheltered storage of materials, equipment, junk, or inoperative automobiles or parts thereof shall be permitted. No visible fuel tanks shall be permitted.

F. No dwelling or secondary support structure shall be constructed within 75 feet of the front property line, nor 40 feet from any side or rear property line.

G. Aside from household pets and not more than 3 horses on tracts of 5 acres or greater, no animals shall be permitted. Breeding of any animal for commercial purposes, including dog kennels, is prohibited. All animals shall be restrained in the owner's boundaries. No noxious, offensive or illegal activity or activity constituting a nuisance shall be permitted. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit trees. No trees 8 inches or greater diameter and 60 inches above ground may be cut down or removed unless by approval by the Board of Directors, except in case of emergency for the safety of persons or property.

10. Enforcement of all restrictive covenants may be by the resolution of the Board of Directors, in the person of the president, or by the owners of the real estate within DEERFIELD FARMS by injunction, together with the right to cause non-conforming structures to be removed by process of law or by award of damages. The violation of any restrictive covenants shall not result in forfeiture or reversion of title. Failure to enforce a particular provision shall not be construed as

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

11. The recordation of these covenants constitutes notice to future grantees. Recordation of any subsequent conveyance shall likewise be deemed as acceptance of these restrictive covenants whether or not the same shall be set out or referenced, but all subsequent conveyances may, by reference to the Deed Book and page specifically incorporate all the restrictive covenants set out herein.

12. The responsibility of developers of the tracts which are subject to these restrictive covenants with regard to the construction of roads shall be deemed to have been satisfied when such roads have been completed by the installation of 25 feet in width of a roadbed consisting of 3 inches of No. 2 stone overlaid with 3 inches of compacted No. 53 stone together with construction of necessary side ditches and culverts as shown on Exhibit "A". No funds collected by the association pursuant to the Road Maintenance Levies hereunder shall be used for the purpose of the original construction of such roads.

13. These restrictive covenants may only be amended by an instrument bearing the signature of 75% of the membership, as attested and recorded in the Morgan County Recorder's Office.

14. Paragraph 14 [which was added in the First Amendment to Restrictive Covenants of Deerfield Farms] is hereby deleted in its entirety.

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

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

as described herein, this 27 day of June

Book 140 Page 220

, 1996.

Lyle Davis

Lyle Davis - Lot No. 2

Alan S. Ryan

Alan S. Ryan - Lot No. 4

Pamela Ryan

Pamela Ryan - Lot No. 8

Matthew Rakowski

Matthew Rakowski - Lot No. 5

Linda A. Rakowski

Linda A. Rakowski - Lot No. 5

Carl R. Miller

Carl R. Miller - Lot No. 6-A

Dianne Miller

Dianne Miller - Lot No. 6-B

Carl R. Miller

Carl R. Miller - Lot No. 6-B

Dianne Miller

Dianne Miller - Lot No. 6-B

Ronald D. Williams

Ronald D. Williams - Lot No. 7

Cindy Lefelman

Cindy Lefelman - Lot No. 8

Timothy A. Lefelman

Timothy A. Lefelman Lot No. 8

Maria S. Williams

Maria S. Williams - Lot No. 7

Ray Stoup

Ray Stoup - Lot No. 9

Dixie Stoup

Dixie Stoup - Lot No. 9

Bill Fortner

Bill Fortner - Lot No. 10

Mona Fortner

Mona Fortner - Lot No. 10

Jeff Hiatt

Jeff Hiatt - Lot No. 11

Jessie Hiatt

Jessie Hiatt - Lot No. 11

Wayne Anthony

Wayne Anthony - Lot No. 12

Jennifer Anthony

Jennifer Anthony - Lot No. 12

John Hankins

John Hankins - Lot No. 14

Michael A. Ksenak

Michael A. Ksenak - Lot No. 15

Susan Ksenak

Susan Ksenak - Lot No. 15

STATE OF INDIANA)

COUNTY OF MORGAN) SS:

Before me a Notary Public in and for said County and State, personally appeared Lyle Davis,

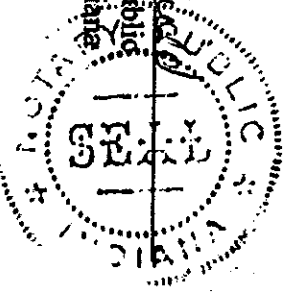
Alan S. Ryan and Pamela Ryan, Matthew Rakowski and Linda A. Rakowski, Carl R. Miller and

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

WITNESS my hand and Notarial Seal this 27 day of June, 1996.

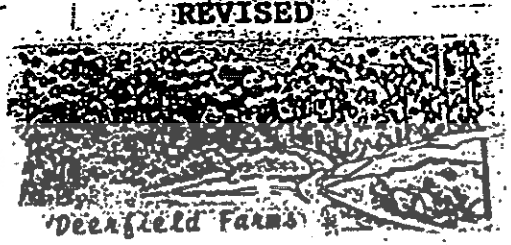
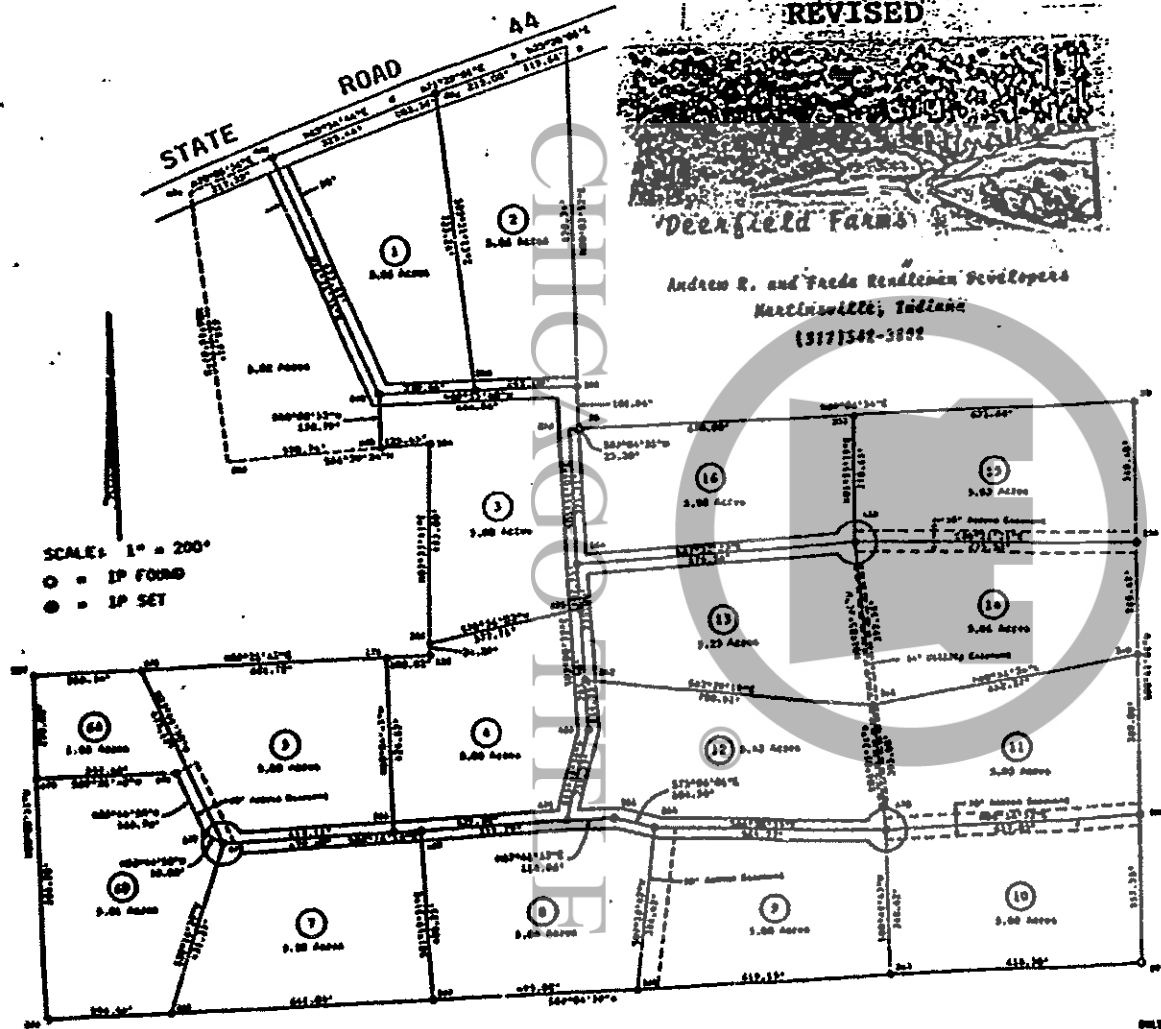
My Commission Expires:
10-14-97

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



CHICAGO TITLE

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



Andrew E. and Freda Rendleman Developers
 Martinsville, Indiana
 (317) 542-3892

RECEIVED FOR RECORD
 31 APR 10 PM 2 38
Carroll Hester
 MARSHALL COUNTY RECORDER

Prepared by
 Drapalik Surveying & Engineering

SCALE: 1" = 200'
 ○ = IP FOUND
 ● = IP SET

ONLY OFFICER FOR SIGNING
 APR 10 1968
 Carroll Hester
 MARSHALL COUNTY RECORDER

This Plat of Deerfield Farms replaces the plat and description recorded in Miss. Record 187, page 173 in the Office of the Recorder of Morgan County, Indiana.

RECEIVED FOR RECORD
Shel 28 96
 4:15 P.M.
 Jackie Kivett
 MORGAN COUNTY RECORDER

EXHIBIT A

Book 140 Page 222

THIRD AMENDMENT TO RESTRICTIVE
COVENANTS OF DEERFIELD FARMS

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

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

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

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

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

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

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

We, the members of Deerfield Farms Association, Inc., do hereby amend the Restrictive Covenants of Deerfield Farms as described herein this 2nd day of ^{Aug} July, 1998.

Lyle Davis
Lyle Davis - Lot No. 2

John Robinson
John Robinson - Lot No. 4

Matthew Rakowski
Matthew Rakowski - Lot No. 5

Linda A. Rakowski
Linda A. Rakowski - Lot No. 5

Carl R. Miller
Carl R. Miller - Lot No. 6-A

Dianne M. Miller
Dianne M. Miller - Lot No. 6-A

Carl R. Miller
Carl R. Miller - Lot No. 6-B

Diane M. Miller
Diane M. Miller - Lot No. 6-B

Ronald D. Williams
Ronald D. Williams - Lot No. 7

Maria S. Williams
Maria S. Williams - Lot No. 7

Timothy A. Lefelman
Timothy A. Lefelman - Lot No. 8

Cindy Lefelman
Cindy Lefelman - Lot No. 8

Ray Stroup
Ray Stroup - Lot No. 9

Dixie Stroup
Dixie Stroup - Lot No. 9
aka Dixie L. Stroup

Robert Nelson
Robert Nelson - Lot No. 10

Lisa Nelson
Lisa Nelson - Lot No. 10

Robert Nelson - Lot No. 11

Lisa Nelson - Lot No. 11

Wayne Anthony - Lot No. 12

Jennifer Anthony - Lot No. 12

Joseph T. Hankins - Lot No. 14

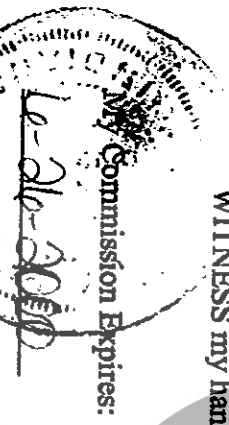
Michael A. Ksenak - Lot No. 15

Susan Ksenak - Lot No. 15

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared Lyle Davis, John Robinson, Matthew Rakowski and Linda A. Rakowski, Carl R. Miller and Dianne M. Miller, Ronald D. Williams and Maria S. Williams, Cindy Leffelman, Ray Stroup and Dixie Stroup, Robert Nelson and Lisa Nelson, Wayne Anthony and Jennifer Anthony, Joseph T. Hankins, Michael A. Ksenak and Susan Ksenak, who acknowledged the execution of the foregoing Instrument and who, having been duly sworn stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 26th day of July, 1998.



Veronica Cohen
Veronica Cohen, Notary Public
Resident of Johnson County, Indiana

CHICAGO TITLE

RECEIVED FOR RECORD
209928

* 12:40 P
Yickie Hivette
MORGAN COUNTY, INDIANA

This Instrument Prepared by: Michael A. Ksenak, 45 North Jefferson Street, Martinsville, Indiana 46151 (765)342-0764.



Drapeau Surveying & Engineering

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

Client:

SURVEY FOR C.E. NELSON

OWNERS: CHARLES & NIELSEN
 SUDBY & NELSON

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

Commencing at the stone marking the northeast corner of the Northwest Quarter of the Southeast Quarter, traverse North 89 degrees 06 minutes 54 seconds East 1341.66 feet to an iron pin (marked S 0034); thence traverse South 00 degrees 41 minutes 08 seconds West, 603.89 feet to an iron pin (marked S 0034); thence traverse South 80 degrees 51 minutes 26 seconds West, 652.27 feet to an iron pin (marked S 0034) and the POINT OF BEGINNING for this description; thence traverse North 82 degrees 29 minutes 19 seconds West, 700.81 feet to an iron pin (marked S 0034); thence traverse North 02 degrees 00 minutes 32 seconds West, 275.00 feet to an iron pin (marked S 0034); thence traverse North 87 degrees 52 minutes 23 seconds East, 676.88 feet; thence traverse South 04 degrees 05 minutes 34 seconds East, 192.56 feet to an iron pin (marked S 0034); and the point of Beginning, containing 3.23 acres, more or less. *AKA Tract Number 13 in Deerfield Farms.*

SUBJECT TO and TOGETHER WITH the following private road and utility easement:

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

Commencing at the stone marking the northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 36; thence traverse North 00 degrees 02 minutes 52 seconds East, 922.20 feet to the centerline of State Road 44; thence traverse along said centerline, South 75 degrees 20 minutes 08 seconds West, 119.68 feet; thence traverse along said centerline, South 71 degrees 29 minutes 01 second West, 318.36 feet; thence traverse along said centerline, South 69 degrees 34 minutes 45 seconds West, 323.44 feet to the POINT OF BEGINNING of this description, which is the centerline of a 50 foot wide easement; thence traverse along said centerline, South 22 degrees 24 minutes 36 seconds East, 623.65 feet to an iron pin (marked S 0034); thence traverse along said centerline, South 89 degrees 07 minutes 32 seconds West, 102.29 feet; thence traverse along said centerline, South 89 degrees 02 minutes 52 seconds East, 459.86 feet; thence traverse along said centerline, South 01 degree 54 minutes 10 seconds East, 325.11 feet to an iron pin (marked S 0034); thence traverse along said centerline, South 02 degrees 00 minutes 32 seconds East, 391.25 feet; thence traverse along said centerline, South 15 degrees 02 minutes 38 seconds West, 235.33 feet to an iron pin (marked S 0034); thence traverse along said centerline, South 86 degrees 50 minutes 33 seconds East, 561.27 feet to an iron pin (marked S 0034) and the terminus of said centerline which is the center of a 50 foot radius cut-de-sac.

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

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

Commencing at the stone marking the northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 36; thence traverse North 00 degrees 02 minutes 52 seconds East, 922.20 feet to the centerline of State Road 44; thence traverse along said centerline, South 75 degrees 20 minutes 08 seconds West, 119.68 feet; thence traverse along said centerline, South 71 degrees 29 minutes 01 second West, 318.36 feet; thence traverse along said centerline, South 69 degrees 34 minutes 45 seconds West, 323.44 feet to the centerline of a 50 foot wide easement; thence traverse along said centerline, South 22 degrees 24 minutes 36 seconds East, 623.65 feet to an iron pin (marked S 0034); thence traverse along said centerline, South 89 degrees 07 minutes 32 seconds West, 102.29 feet; thence traverse along said centerline, South 89 degrees 02 minutes 52 seconds East, 459.86 feet; thence traverse along said centerline, South 01 degree 54 minutes 10 seconds East, 325.11 feet to an iron pin (marked S 0034); thence traverse along said centerline, South 02 degrees 00 minutes 32 seconds East, 391.25 feet; thence traverse along said centerline, South 15 degrees 02 minutes 38 seconds West, 235.33 feet to an iron pin (marked S 0034) and the POINT OF BEGINNING of this description, which is the centerline of a 50 foot wide easement; thence traverse along said centerline, North 87 degrees 41 minutes 17 seconds East, 114.96 feet; thence traverse along said centerline, South 75 degrees 06 minutes 01 second East, 104.58 feet to an iron pin (marked S 0034); thence traverse along said centerline; South 86 degrees 50 minutes 33 seconds East, 561.27 feet to an iron pin (marked S 0034) and the terminus of said centerline which is the center of a 50 foot radius cut-de-sac.

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

2

Phone (763)42-3806

Fax: (763)42-3934

E-mail: DS&E@surftel.com

SURVEYOR'S REPORT

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

There are no improvements located on this property.

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

In accordance with IAC 865 1-12-7 and IAC 865 1-12-9, the following locations of the lines and corners established on this survey are as a result of:

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

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

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



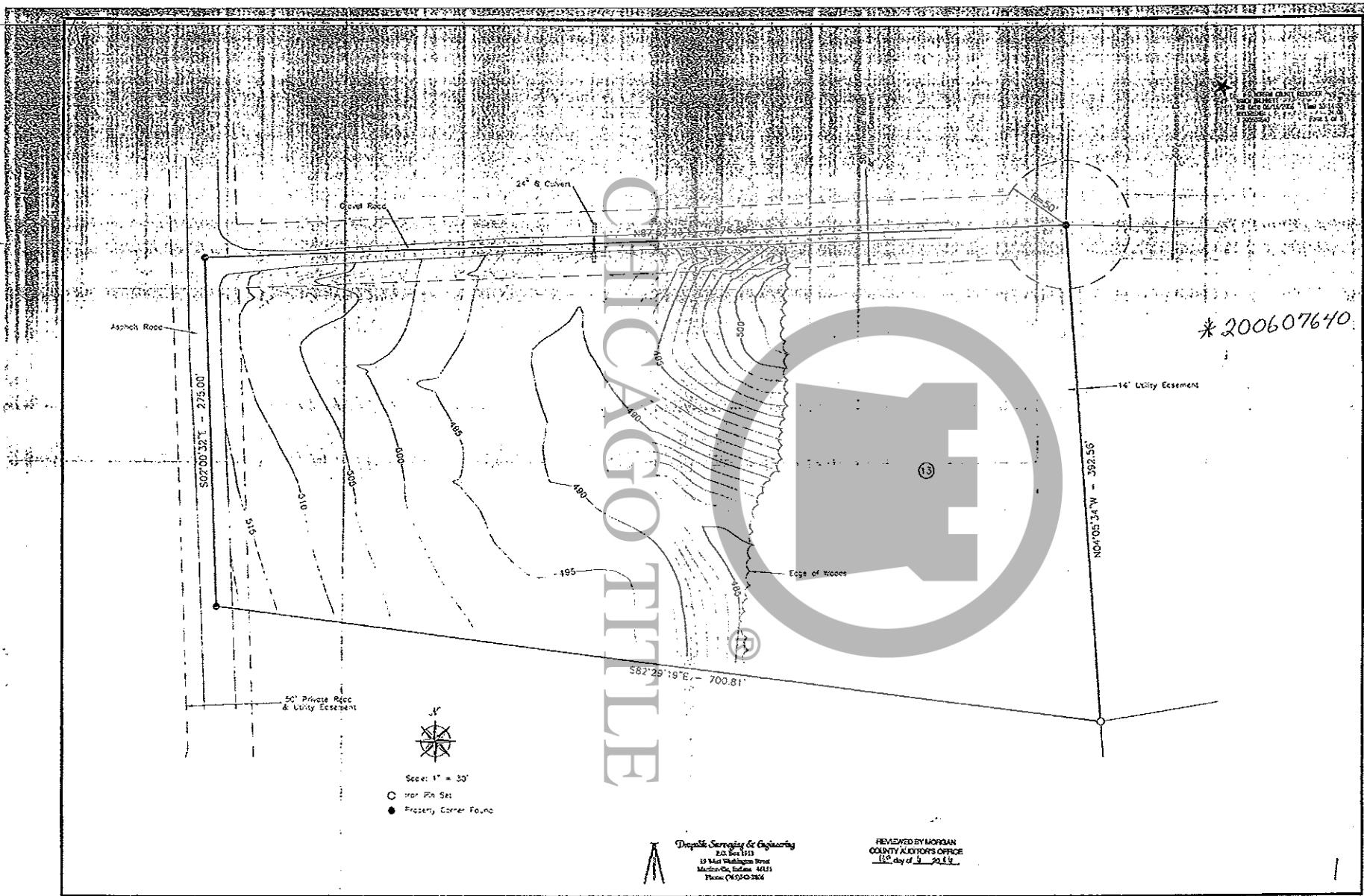
J. Ross Draper
 J. Ross Draper
 Reg. Land Surveyor, 9500011
 State of Indiana
 December 1, 1998




CHICAGO TITLE

REVIEWED BY MORGAN
 COUNTY AUDITORS OFFICE
 16th day of 20


3



*200607640


 Scale: 1" = 30'
 ○ Iron Pin Set
 ● Property Corner Found

CHICAGO TITLE


 Theophile Surveying & Engineering
 P.O. Box 1913
 19 West Washington Street
 Muncie, Indiana 47303
 Phone (317) 284-3826

REVIEWED BY MORGAN
 COUNTY RECORDS OFFICE
 11th day of 4 2018

9-11-18
9/18

**FOURTH AMENDMENT TO RESTRICTIVE
COVENANTS OF DEERFIELD FARMS**

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

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

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

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

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

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

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

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

A. For the purposes of these Restrictive Covenants, lots 6A and 6B shall be considered one lot and be comprised of one residence that totals 6.89 acres. Lot 6A will not be used for a building site, and the owner of these lots are entitled to only one vote in the affairs of the Association. (1996)

B. For the purposes of these Restrictive Covenants, lots 10 and 11 shall be considered one lot and be comprised of one residence with one home site that totals 10.03 acres. In the future if Lot 11 is sold as a separate property, the assessment dues on the road paying(\$2138.00) is due and payable at or before closing on the sale of the property. The owner of these lots is entitled to one vote in the affairs of the Association. (1999)

2. The Association was initially incorporated and formed by Andrew R. Rendleman and Freda H. Rendleman (Developers) and shall continue in existence thereafter until terminated by a vote of 75% of the members. The Developers were terminated by a 75% vote of the membership of Deerfield Farms in April of 1997.

3. The affairs of the Association shall be governed by the Indiana General Not-For-Profit Corporation Act. The president shall be responsible for the maintenance and repair of all private roads within DEERFIELD FARMS. He shall cause notice to be mailed to all owners of record as determined by the Auditor's Transfer Books as of December 31, on or before January 15 of the succeeding calendar year as to any road maintenance levies or association dues. The president shall have all other powers vested in his office by Indiana Law.

A. The Board of Directors shall be responsible for establishing sufficient levies for road maintenance and shall have the power to determine the conformity of building plans upon any tract prior to the commencement of construction so as to maintain the conformity of any such buildings to the requirements of these restrictive covenants.

B. The Board shall also have the power to assess general dues for the conduct of the affairs of the Association and the good of the membership.

C. The Board of Directors has, pursuant to the Indiana General Not-For-Profit Corporation Act, the power to adopt appropriate by-laws in implementation of these restrictive covenants and to govern the affairs of the Association.

D. The Board of Directors has the authority to determine the following without a vote or approval of a majority of the membership. (1996)

1. Road maintenance fee assessments

2. Future planning

3. New home plan approval

4. Overall rule enforcement

E. The Board of Directors shall consist of not less than three nor more than five members and each shall serve for a term of three years in a staggered duration

F. The annual meeting of the membership shall be held on the next to last Monday in May of each year (1996). Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered or mailed by a board member or person calling the meeting, to each member of record entitled to vote at the meeting, by the Articles of Incorporation, at the address which appears on the records of the corporation, at least 10 days before the date of the meeting.

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

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

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

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

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

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

materials, equipment or junk, or inoperative automobiles or parts thereof shall be permitted.

F. No dwelling or secondary structure shall be constructed within 75 feet of the front property line nor 40 feet from any side or rear property line between adjoining lots in Deerfield Farms. A variance can be approved for property owners who adjoin property outside Deerfield Farms.(1998)

G. Aside from household pets and not more than 4 horses (2000) on tracts of 5 acres or greater, no animals shall be permitted. Breeding of any animal for commercial purposes, including dog kennels, is prohibited. No noxious, offensive or illegal activity constituting a nuisance shall be permitted. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit trees. No trees 8 inches or greater diameter and/or trees 60 inches above the ground may be cut down, pulled up or removed unless approved by the Board of Directors, except in the case of emergency for the safety of persons or property, dead defoliated trees, and construction clearing.

10. Enforcement of all restrictive covenants may be by the resolution of the Board of Directors, in the person of the president, or by the owners of the real estate within DERFIELD FARMS by injunction, together with the right to cause non-conforming structures to be removed by process of law or by award of damages. The violation of any restrictive covenants shall not result in forfeiture or reversion of title. Failure to enforce a particular provision against one member shall not be construed as a waiver of the right of enforcement for that same provision against another member (2006). The invalidity of a particular covenant shall not invalidate any remaining restrictive covenants.

CHICAGO TITLE

11. The recordation of these covenants constitutes notice to future grantees. Recordation of any subsequent conveyance shall likewise be deemed as acceptance of these restrictive covenants whether or not the same shall be set out or referenced, but all subsequent conveyances may, by reference to the Deed Book and page specifically incorporate all restrictive covenants set out herein.

12. The responsibility of developers of the tracts which are subject to these restrictive covenants with regard to the construction of roads shall be deemed to have been satisfied when such roads have been completed by the installation of 25 feet in width of a roadbed consisting of 3 inches of No. 2 stone overlaid with 3 inches of compacted No. 53 stone together with construction of necessary ditches and culverts as shown on Exhibit "A". No funds collected by the association pursuant to the Road Maintenance Levy hereunder shall be used for the purpose of the original construction of roads.

13. These restrictive covenants may only be amended by an instrument bearing the signature of 75% of the membership, as attested and recorded in the Morgan County Recorder's Office. These amended restrictive covenants shall remain in full force and effect.

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

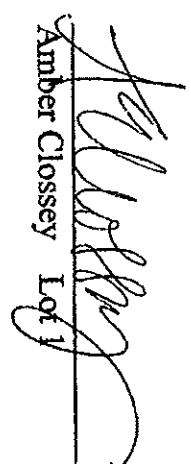
Note: All underlined portions of these preceding covenants indicate permanent additions or changes voted and agreed upon by the members of Deerfield Farms Homeowners Association.

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





CHICAGO TITLE


Josh Clossey Lot 1

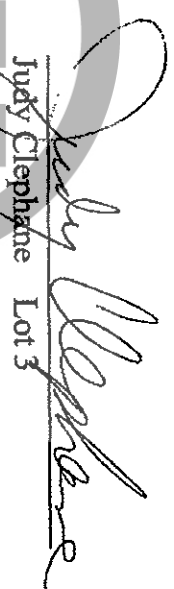

Amber Clossey Lot 1

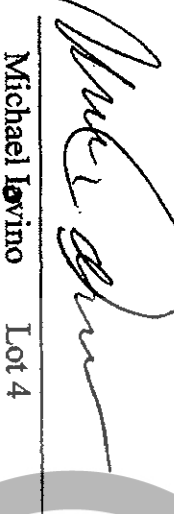

Lyle Davis Lot 2

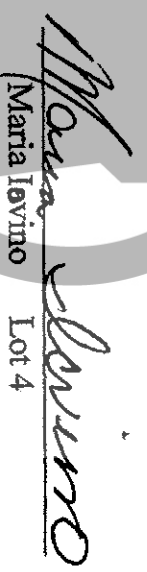

Kevin O'Connor Lot 2

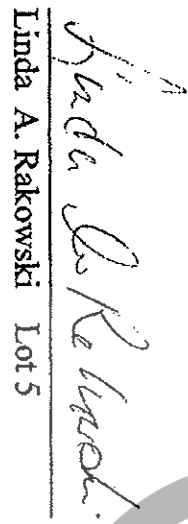

Becky O'Connor Lot 2

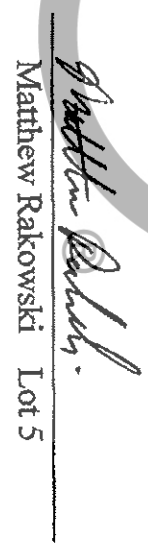

Michael Clephane Lot 3


Judy Clephane Lot 3


Michael Levino Lot 4


Maria Levino Lot 4


Linda A. Rakowski Lot 5


Matthew Rakowski Lot 5

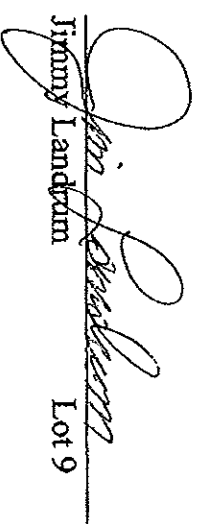

Diane M. Miller Lots 6A & 6B

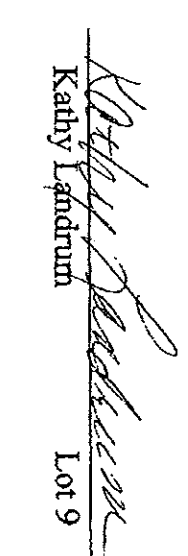

Carl R. Miller Lots 6A & 6B

Maria S. Williams Lot 7

Ronald D. Williams Lot 7

Cindy L. Leffelman Lot 8


Jimmy Landrum Lot 9


Kathy Landrum Lot 9

Lisa J. Nelson
Lisa J. Nelson Lots 10 & 11

Robert A. Nelson
Robert A. Nelson Lots 10 & 11

Jennifer A. Anthony
Jennifer A. Anthony Lot 12

Wayne S. Anthony
Wayne S. Anthony Lot 12

Charles E. Nelson Lot 13

Judy M. Nelson Lot 13

Joseph T. Hankins Lot 14

Cory Hankins Lot 14

Susan H. Ksenak Lot 15

Michael A. Ksenak Lot 15

Daniel L. Teeters Lot 16

Melissa F. Teeters Lot 16

As President of Deerfield Farms Association, I here by swear that the above signatures are true and are the persons who are listed below each signature.

Sworn to before me, a notary Public, Wayne S. Anthony President Deerfield Farms in and For said county, Wisconsin, this 4 day of May. A.D. 2013

Wayne S. Anthony

Notary

Lena M. Moser, P

Prepared by *Wayne S. Anthony*

Sena M. Moser, P
Friday 8-4-06

