

37.00
2.00
39.00



PATRIOT PLACE

COVENANTS AND RESTRICTIONS

The following COVENANTS and RESTRICTIONS shall run with the land as a part of the plat of PATRIOT PLACE SUBDIVISION:

1.0 Association. All owners of the various lots, whether legal or equitable, shall be members of an association of such owners known as "Patriot Place Owners' Association."

1.1 Members. One voting membership shall exist for each lot including all owners, whether legal or equitable, and regardless of the number or form of tenancy; except, purchasers on contract (equitable owners) from the developer shall be entitled to the membership rather than the developer.

1.2 Term.

(a) The Association shall commence upon the transfer of title by the developer of seventy-five per cent (75%) of the lots and shall continue so long as the covenants and restrictions remain in full force and effect.

(b) Until the Association commences, its duties and authority shall be exercised by the Developer or the Developer's nominee, the Director.

(c) The commencement of the Association's authority shall be evidenced by a certificate recorded by the Developer.



1.3 Director.

(a) **Duties.** The Director shall approve all building plans after review and recommendation by the Advisory Committee, if appointed, as to aesthetic harmony and as to conformity to these covenants and restrictions. The Director may appoint any required committee. In the event the roads are not accepted by county, city or other appropriate governmental unit, the Director shall be responsible for setting a sufficient levy for the maintenance and repair of an all weather private roadway within Patriot Place until the first annual meeting. Thereafter, he shall set such levy after review by the Audit Committee and its recommendation. The authority and duties of a Director may be shared by Co-Directors. The term "Director" shall mean "Co-Director" or "Co-Directors" where appropriate.

(b) **Term/Election.** Initially, [®] the Developer appoints Co-Directors, namely, Kelly D. Collier and John C. Neal. The developer may appoint one additional director. The Developer shall appoint any successor Director or Co-Director. The Developer's appointees or successors shall serve until the Association commences. Thereafter, at the first annual meeting of the Association, the majority of the lot owners shall elect not less than one (1) nor more than three

(3) persons as directors, each to serve a one year term or serve until a successor shall likewise be elected. An elected Director must be a lot owner.

(c) **Developer.** The Developer, for purposes of these covenants and restrictions, shall be the equitable owners of Patriot Place or their successors in title. The term "Developer" includes the plural as well as singular tense. The initial persons constituting the Developer are Kelly D. Collier and John C. Neal.

1.4 Committees.

(a) The Director may appoint at any time an advisory committee of not more than three (3) lot owners to assist and advise the Director.

(b) The Director shall appoint at the first annual meeting, and annually thereafter, an audit committee to review the finances, road budget, and expenditures and certify its account to all lot owners.

(c) Only lot owners may serve on any committee.

1.5 Meetings.

(a) **Annual Meeting.** The annual meeting shall be upon notice to the lot owners, not later than March 31st of each year after commencement of the Association. The Director shall cause notice to be sent to lot owners as disclosed by

3

the records of the Auditor of Morgan county. The agenda shall include:

(1) The election of the succeeding Director; provided, the current Director shall continue to so serve until his successor is elected and qualified.

(2) The audit report and budget review.

(3) The audit report of the collection of levies.

(4) The setting of new levies.

(5) Such other business as may be appropriate.

(b) The Director may call a special meeting upon thirty (30) days written notice to all lot owners of record.. The notice shall state the agenda, time, place and date of the meeting.

(c) The Association may be incorporated as an Indiana Not-for-Profit corporation upon the consent of no less than seventy-five per cent (75%) of the lot owners at an annual or special meeting.

2.0 Road Maintenance Levy.

2.1 Application. This provision shall apply in the event the roads as constructed by the Developer are not accepted as publicly maintained roads or streets by the appropriate governmental unit.

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2.2 Levy. The road maintenance and repair levy as determined by the director and approved by the association, if required, shall be divided and assessed equally amongst all lots except Lots One (1) and Two (2). Lots One (1) and Two (2) may not vote upon any levy recommendation or assessment for such lots front on a public highway.

2.3 Lien. All road levies or assessments shall be due and payable on or before June 30th following such levy or assessment and, if not paid, shall be a lien upon the real estate of the member which may be foreclosed in the name of the association by judicial proceeding as real estate mortgages are foreclosed, together with pre-judgment interest, attorney fees, and costs of collection, without relief from valuation and appraisal laws. The Director shall cause a list of delinquencies to be prepared each year as of the annual meeting and record the same in the Miscellaneous Records of the Recorder's Office by last known name(s) of owners of record disclosed by the records of the Auditor of Morgan County.

2.4 Priority. The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to date of recordation and the operation of law.

3.0 Effective Date/Amendments.

3.1 Effective Date. These covenants and restrictions shall be in full force and effect upon the recordation of the plat and this instrument and shall continue in full force and effect for twenty-five (25) years from the date of recordation. Thereafter, the covenants and restrictions shall renew automatically for additional terms of ten (10) years each until terminated by a vote of not less than seventy-five per cent (75%) of the lot owners as attested and recorded by the Director in the Miscellaneous Records of the Recorder's Office.

3.2 Amendment. These covenants and restrictions may be amended by a vote of seventy-five per cent (75%) of the members, and the consent of the Developer so long as they own any unsold lots, all as recorded in the Miscellaneous Records of the Recorder's Office by the Director.

4.0 Utility and Drainage Easements.

4.1 Utilities/Drainage. All lots are subject to easements dedicated in favor of appropriate public utilities (or mutual easements for drainage) as set out on the plat.

5.0 Use. All lots shall be exclusively residential with one (1) building site for one (1) single family dwelling, with accessory buildings, per lot,

6

and no lots shall be subsequently divided into smaller parcels or subdivided into platted lots so as to create another building site. No commercial activities, including "home occupations" or professional offices, are permitted. No auto mechanics, body work, or welding for compensation whatsoever shall be permitted; provided, this provision is not intended to prevent repair or maintenance on personal motor vehicles owned by the lot owner or family members residing there. All parking of all vehicles shall be "off street" and no vehicle shall be permitted to remain upon the paved portion of any street.

5.1 Type/Size/Construction.

(a) Prior to the commencement of construction, the proposed builder or contractor and all construction plans, including the placement of such improvements on site for all improvements including, but not limited to, the residence, accessory or out-buildings (including any permanent structure such as a mini-barn) and fencing, shall be approved in writing by the director. All dwellings and structures shall be by permit and approval of the appropriate governmental agency of jurisdiction, except the pre-existing residence on Lot Two (2).

(b) All new dwellings shall contain at least one thousand eight hundred (1,800) square feet of living area for one (1) story dwellings and at least two thousand (2,000)

7

square feet of living area for more than a one story dwelling with no less than one thousand (1,000) square feet for the first story, exclusive of porches, decks, patios, garages, walk-out basements and such. All new dwellings shall include at least a two-car attached garage with paved or concrete drives. No carports shall be permitted. The pre-existing non-conforming residence on Lot One (1) is excepted from these standards. No manufactured housing, modular structure, mobile home, garage, basement or temporary structure may be a residence either temporarily or permanently. All driveways shall be paved either with asphalt or concrete.

(c) All construction of dwellings shall be new and in compliance with required building codes. All exteriors shall be at least eighty per cent (80%) brick or stone, with the remainder complimentary natural stained or painted wood or vinyl, as approved by the director, considering aesthetics and general environmental harmony and compliance with these covenants and restrictions. Roofs shall have no less than a 6/12 pitch. No dwelling shall exceed two and one-half (2 ½) stories in height. All residential dwellings shall be constructed upon concrete footers. One non-residential (such as a mini-barn)

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8

secondary support building shall be allowed per lot and such accessory building shall conform to or complement the dwelling construction in materials or style. All dwellings shall be completed on the exterior within six (6) months from commencement, and completed, including site graded and seeded or sodded or landscaped, within one (1) year unless specifically approved for an extension by the director. Grading and landscaping following construction shall be so as to provide positive drainage from the house as constructed.

(d) **Soil Erosion Control.** All lot owners shall be fully responsible and liable for providing proper erosion control on their lot. In the event proper erosion control is not maintained, the lot owner shall be held responsible and liable for any and all damages incurred by the developer, their successors, heirs or assigns, other lot owners and the homeowner's association. The lot owner shall also be held accountable to Morgan County Soil and Water Conservation District for any failure to control erosion on said parcel. The developer shall have the right to assess costs for the repair of damages caused by the lot owner's failure to control erosion. Each lot owner or builder shall indemnify and hold developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may

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9

arise out of or are connected with, or are claimed to arise out of or connected with, any work done by a lot owner or builder or parcel owner's or builder's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the developer. Standards for erosion control on building parcels are as established by the Indiana Department of Natural Resources; Division of Soil and Water Conservation.

(e) Swimming Pools. No above ground swimming pools shall be permitted and all inground swimming pools shall be fenced for safety.

(f) Septic Systems. All dwellings shall be served by approved (Morgan County Board of Health) septic or private sewage systems, and all owners must tap on and utilize any water or sewage line or system when available.

(g) All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether inadvertent or unavoidable, including, but not limited to, curbs, gutters, streets, drainage area, utilities or other improvements. All owners and their builders/contractors shall further be responsible for and maintain the job site in a reasonable, sightly order, containing all trash and debris within the lot and properly

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10

disposing of and removal of such debris and maintaining lot appearance.

5.2 Fences. No fence, except solely ornamental fences, as approved, shall extend beyond the front setback building line. No "barbed" wire type fences whatsoever shall be permitted. All fencing desired by an owner shall be the owner's responsibility, not withstanding statutory fence law and fence law remedies.

5.3 Resources. No mining, drilling or excavation of any oil, gas, liquid, aggregate, mineral or soil shall be permitted except as incidental to the site preparation and construction authorized by these covenants and restrictions.

5.4 Appearance. All lots 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, inoperative or unused motor vehicle shall be permitted. No junk, rubbish or debris, as defined by the committee, shall be permitted to accumulate. No bulk storage tanks of any kind shall be allowed unless screened and approved by the Director.

5.5 Setback Lines. Setback lines shall be as indicated on the attached plat.

5.6 Animals. No animals whatsoever, except household pets, shall be permitted. The breeding of any animal for commercial purposes, including dog kennels, is prohibited. All

11

animals shall be constrained within the owner's property boundaries.

5.7 Activities. No noxious, offensive or illegal activity or activity or activity constituting a nuisance shall be permitted.

5.8 Gardens. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit trees.

5.9 Trees. No trees eight (8) inches or greater in diameter at sixty (60) inches above ground may be cut down or removed unless by the director's approval except in case of emergency for the safety of persons or property.

6.0 Streets. All streets as platted are hereby dedicated to the public. All street right of ways are as platted.

7.0 Annexation. Should all the lot owners petition to be annexed into the City of Martinsville, each lot owner shall be assessed and pay the proportionate share of the construction of any necessary additional paving, curbs, gutters and sidewalks to bring this subdivision in conformity with the subdivision requirements of the City of Martinsville. The assessments shall be collected and expended and liens enforced by the director in the same amount as a road maintenance levy set out in paragraph 2.0 above.

8.0 Enforcement. Enforcement of these covenants and restrictions is reserved to the association and to the owners of lots within Patriot Place by injunction, together with the right to cause non-

12

conforming or non-approved structures to be removed by process of law. Violation of any covenant or restriction shall not result in forfeiture or reversion of title. Failure to enforce a particular provision or prosecute a particular violation shall not be construed as a waiver of the right of enforcement. The invalidity of a particular covenant or restriction shall not invalidate any remaining covenant or restriction.

9.0 Indemnity. Developer and Director shall be indemnified and held harmless from any liability or damages incurred as a result of any act or omission performed by Developer or Director at the request or direction of any federal, state or local governmental agency or entity, or subdivision thereof, or in the exercise of their duties as set forth herein.

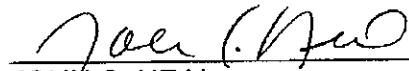
10.0 Acceptance and Reference. The recordation of any subsequent conveyance shall likewise be deemed acceptance of these covenants and restrictions, whether or not the same shall be set out or referenced. However, all subsequent conveyances may, by reference to this recorded instrument, specifically incorporate all the covenants and restrictions set out herein.

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IN WITNESS WHEREOF, the undersigned hereby DEDICATE,
DECLARE and ESTABLISH the above and foregoing Covenants and
Restrictions of PATRIOT PLACE SUBDIVISION.



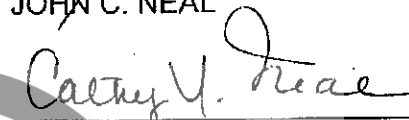
KELLY D. COLLIER



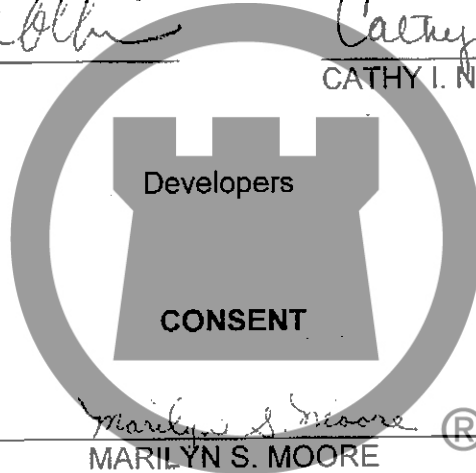
JOHN C. NEAL



MELISSA J. COLLIER



CATHY I. NEAL



Record Title Holder
CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared Kelly D. Collier, Melissa J. Collier, John C. Neal and Cathy I. Neal, AND Marilyn S. Moore, who acknowledged execution of the foregoing Patriot Place Covenants and Restrictions for the use and purposes set forth therein.

WITNESS my hand and Notarial Seal this 12 day of SEPTEMBER, 2003.

(Signature)

Karen S. McCreary

(Printed)

KAREN S MCCREARY

Notary Public
Resident of Morgan County, IN



My Commission Expires:

9-11-07



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This Instrument was prepared by Ralph M. Foley, Attorney at Law, FOLEY, FOLEY & PEDEN, 60 E. Morgan St., P.O. Box 1435, Martinsville, IN, 46151. Ph: (765) 342-8474.

15

3/2/05



3

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

MORGAN COUNTY RECORDER
KAREN BRUMMETT 3P
CSD Date 05/03/2005 Time 11:14:28
RECORDING: 15.00
I 200505591 Page 1 of 3

AFFIDAVIT
Re: Amendment of Covenants and
Restrictions of Patriot Place Subdivision

Comes now C & N Real Estate Investments, LLC, by Cathy I. Neal, its
Manager, who being duly sworn upon her oath, states:

1. Affiant is the duly qualified and acting Manager of C & N Real
Estate Investments, LLC, the Developer of Patriot Place Subdivision, and is
familiar with the matters stated herein by personal knowledge.

2. The Covenants and Restrictions of Patriot Place Subdivision, as
recorded as Instrument No. 200319088 in the Office of the Recorder of Morgan
County, Indiana, provide in Article 3.2, among other provisions, for amendment of
those covenants and restrictions by a seventy-five per cent (75%) vote of the
parcel owners (one vote per parcel). ®

3. By ballot of the 30 parcel owners between April 11-22, 2005, as
follows:

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25 votes for
0 votes against

the following amendment to the Covenants and Restrictions was adopted as by
the Covenants and Restrictions provided:

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ADD Article 5.10 as follows:

Sidewalks. Concrete sidewalks with a minimum width of four (4) feet shall be constructed on each side of the street five (5) feet from the curb. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots.

Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling where practical, but, in any event, no later than six (6) months from the date of occupancy. For purposes of conformity, all sidewalks must be constructed in accordance with the Director's specifications as to location, width and crack lines. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris. Provided, further, Lots 1 and 2 of Patriot Place Subdivision shall be excepted from this covenant and restriction.

4. Therefore, the Covenants and Restrictions shall be deemed so amended.

Dated: April 25, 2005.



C & N REAL ESTATE INVESTMENTS, LLC

By Cathy Neal

Cathy Neal, Manager

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