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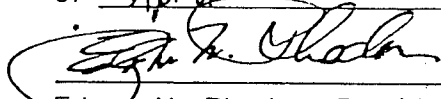
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DEDICATION OF PIONEER COUNTRY ESTATES

The undersigned, Edgar N. Rhodes, as President of North Indiana Street, Inc., owner of the real estate shown and described hereon, does hereby certify that said corporation has platted and subdivided the same into fifty-eight (58) lots to be known as PIONEER COUNTRY ESTATES, and does hereby establish the following dedications, covenants and restrictions to run with the land and to be binding upon all future owners, heirs and assigns:

1. That part of the lands shown and designated hereon as streets or right-of-way are hereby dedicated to the public for roadway purposes.
2. All owners, their heirs and assigns shall take title to the lots shown hereon subject to the covenants and restrictions as recorded in Miscellaneous Record 139 Page 257 to 264, in the Office of the Recorder of Morgan County. Said covenants shall be binding upon owners of all lots in this subdivision, the same as if recited hereon.

This declaratory statement of certification and dedication to run with the land is hereby so declared and executed this 26th day of April, 1996.

  
Edgar N. Rhodes, President

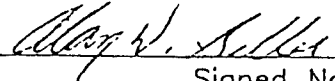
State of Indiana )

County of Morgan )

Before me, the undersigned, a Notary Public, personally appeared Edgar N. Rhodes, President of North Indiana Street, Inc., and acknowledged the execution of this instrument to be his voluntary act and deed.

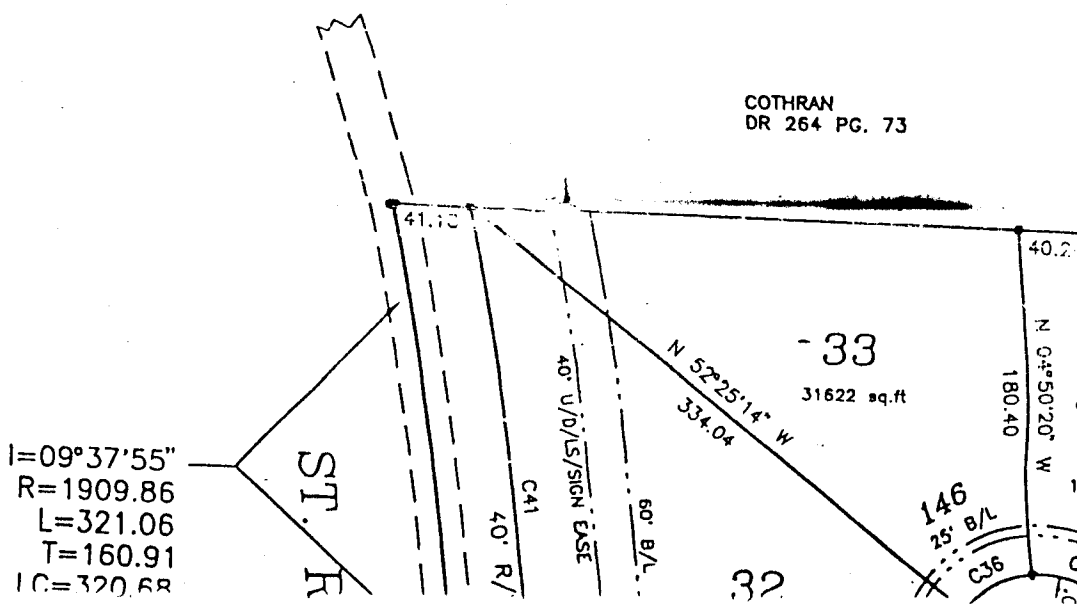
Witness my Hand and Seal this 26th day of April, 1996.



  
Signed Notary Public  
Alan W. Seller  
Printed or Typed

Resident of Johnson County.

My Commission Expires: 7-14-97



COTHRAN DR 264 PG. 73

The following is the declaratory statement of dedication, limitations, restrictions and covenants for Pioneer Country Estates, a residential subdivision, lying in the West Half of the Northwest Quarter of Section 25 and in the North Half of the Northeast Quarter of Section 26, T14N, Range 1 East, Town of DEDICATION OF PIONEER COUNTRY ESTATES Mooresville, Morgan Co., IN

The undersigned, North Indiana Street, Inc., owner of the real estate shown and described hereon, does hereby certify that he has platted and subdivided the same into lots, to be known as Pioneer Country Estates, and does now establish the following, covenants, dedications, restrictions, conditions and provisions, being for the mutual benefit of all lot owners, the same are hereby declared to run with the land and to be binding upon all future owners, heirs and assigns.

PIONEER COUNTRY ESTATES COVENANTS AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in PIONEER COUNTRY ESTATES, shall take title subject to the following covenants and restrictions and shall be bound thereby.

1. Land Use: All lots herein are for residential use only, limited to a single family dwelling per lot.
2. Street Dedication: All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.
3. Building Location: No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines per Morgan County building codes and this plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating an additional building site is prohibited.
4. Utility Easements and Drainage: There are strips of ground designated on the within plat as drainage easements (D.E.) and utility easements (U.E.). Such strips are reserved for the use of public utility companies and governmental agencies, as follows: Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easements which will obstruct flow from the area being served. Utility easements (U.E.) are created for the use of all public utility companies other than transportation companies for the installation and maintenance of mains, ducts, poles, lines and wires. This would also include storm and sanitary waste mains and structures. The owners of all lots in this Addition shall take title subject to the easements hereby created and subject to the rights of utility companies and other proper authorities to service the drainage systems, sewers, mains, ducts, poles and wires to be located in such strips of ground for the purposes herein stated.

5. Drainage: In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, access to the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat. No exterior drainage of any type may be directed into the sanitary sewer system.
6. Fences: No fence, wall, or continuous shrub plantings, which would in any way serve the purpose of a fence, shall be erected until approval is obtained from the Architectural Control Committee as to type, location and height. No fence shall be placed on or along any lot or boundary that will obstruct reasonable vision, light, air or view. No fence shall be erected closer than the front of the dwelling structure except for open wood fences of a decorative type, not exceeding 48 inches in height, provided such fence has been approved by the Architectural Control Committee. All fences shall be maintained in good repair.
7. Signs: No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the developer while lots are being sold.
8. Vacant Lot Maintenance: Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate and grass or growth shall not be over twelve (12) inches in height. Unsold lots shall be mowed and maintained by the developer. If sold lots are not mowed and maintained, the developer shall have the option to mow, or maintain the property, by removing trash or debris and charge the owner a reasonable fee.
9. Storage and Refuse Disposal: No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including unlicensed or inoperative recreation vehicles or boats) shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.

10. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed three (3) total of either dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred or maintained for any commercial purposes. All animals shall be restricted to owners' property unless the animal is on a leash accompanied by the lot owner.
11. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may or may become an annoyance or nuisance to the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
12. Auto Mechanics: Except for minor or routine repair and maintenance of the owner's personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.
13. Vehicle Parking: No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot. No vehicle of any kind shall park on any street in this subdivision for more than 24 hours. All boats, campers, recreational vehicles, motorcycles or similar vehicles are required to be parked in a garage.
14. Businesses: No mercantile building shall exist, nor shall any manufacturing, wholesaling, retailing business, church or school operate in this subdivision. Home-occupancy businesses engaged in by permanent residence lot owners are allowed so long as the activities conform with all laws, country ordinances and other governmental regulations, and have no employees, independent contractors, signs, generate no additional vehicular traffic, and require parking spaces beyond that needed by lot owners and immediate families.
15. Basements and Crawlspace: Basements and/or crawlspaces are permitted on all lots in the subdivisions. No residential buildings will be permitted on slabs. Basements must have a sewage ejection system for wastewater from the basement level to gravity level. Foundation drains and ground water pumps may be necessary in basement levels. No crawl drains, basement drains, gutters, downspouts nor perimeter drains may discharge on the streets. Foundation drains and crawl drains will be connected at the curb to the subsurface drains provided by the Developer. No downspouts are to be connected to the subsurface drainage system.

16. Accessory Buildings: An accessory building of a minimum of 480 square feet, one story only, with an exterior to match the house will be permitted but must be approved by the Architectural Control Committee. All set back requirements must also be complied with. No smaller utility buildings/storage buildings/barns will be permitted.
17. Lot Grading: Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in the subdivision.
18. Architectural Control Committee: An Architectural Control Committee shall review and approve all plans for the construction of residential dwelling houses and accessory buildings to promote harmony of design and compatibility with existing structures. The committee also shall approve any technical variation or exception from any construction requirements. No reasonable design may be denied. The committee shall initially consist of two (2) developer's (North Indiana St., Inc.) representatives. The developer shall make all appointments until all lots are sold in Pioneer Country Estates Subdivision. Thereafter, the committee shall consist of five (5) resident owners.
19. Architectural Design: No building, wall, fence or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans, and specifications have been first submitted to, and approved by, the Architectural Control Committee as to conformity with the exterior design, quality, and aesthetic appearance of structures already existing, as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove any plans and specification within fifteen (15) days after such plans and specifications have been submitted to it, it shall be deemed that the committee has disapproved the presented plans.
20. Dwelling Size: No dwelling shall exceed three (3) stories in height and must have an attached private garage for at least two (2) cars. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall be not less than 1800 square feet for a one-story dwelling nor less than 2000 square feet for a dwelling of more than one-story, with a minimum of 1200 square feet on the ground level, provided, however that a smaller ground floor area may be allowed by the Architectural Control Committee for any lot where topography renders such restrictions impracticable.

21. Construction Requirements:

(6)

- a. Overhang (eaves shall be a minimum of twelve (12) inches, excluding any exterior finish.
- b. If the roof is a hip type then a minimum of 6/12 pitch shall be used. If the roof is to be a gable type then a minimum of 8/12 pitch shall be used.
- c. There will be at least 80% masonry required on the ground floor of all dwellings. Soffit, fascia, and gable materials and colors shall be approved by the Architectural Control Committee. No aluminum or vinyl material will be allowed on the exterior of the dwelling. No log cabins, modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.
- d. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation, or as determined by the Architectural Control Committee, considering specific lot characteristics.
- e. All driveways are to be of concrete four (4) inches thick.
- f. Each initial lot owner taking his title from the Developer, by acceptance of a deed for his lot, even if not expressed in said deed, is deemed to covenant and agree to build (at the time of construction of the residence) and maintain in good condition a 5'-0" wide concrete sidewalk at the side of all streets upon which his lot abuts. Sidewalks shall be constructed within two (2) years of the date of said deed if no residence is erected on the lot, or prior to the conveyance of title to another party, whichever occurs first. Said walks shall conform with the lines and grades established by the Committee. Each said owner shall be responsible for grading and finishing yard slopes, erosion control and decorative landscaping. Said walks shall conform with the development plans for the subdivision on file in the office of the Mooresville Plan Commission and shall be placed on a 4-inch aggregate sub-base.
- g. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.

- h. All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, sightly order, containing all trash and debris within the lot and have it properly disposed of or removed.
- i. All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to curbs, sidewalks, gutters, streets, drainage area, utilities or other improvements.
- j. Mailboxes and address stones: Pioneer Country Estates will furnish specifications for a mailbox with post assembly. The owner or his contractor shall purchase and install said mailbox at the owner's expense. No other type of mailbox post shall be erected or be permitted to remain at any lot unless approved beforehand by the Architectural Control Committee. Specifications will also be available for address stones for the subdivision. These address stones shall be purchased and installed by the owner or his contractor at the owner's expense.
22. Lake Maintenance: The lake shall be for the sole benefit and use of owners of Lots Number 7 through 15, inclusive. No other lot owners in this subdivision will be allowed access to the lake. The lake and dam shall be maintained in accordance with sound engineering and ecological practice. Cost of all maintenance and repair of the lake and dam shall be prorated equally among the owners of Lots Number 7 through 15, inclusive.
23. Swimming Pools and/or Associated Structure: No swimming pools nor associated structures shall be erected or placed on any lot until construction plans, including a plot plan, have been approved by the Architectural Control Committee. Only in-ground pools may be constructed on any lot in the subdivision. Swimming pools shall be properly fenced, or shall have an automatic pool cover installed to protect the safety of others. One (1) gazebo or one (1) pool accessory building/bath house will be permitted upon approval of the Architectural Control Committee.
24. Temporary Structures: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence, or for any other purpose, either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.

25. A Home Owners Association: A Home Owners Association will be established once 50% of the lots are sold. At this time, the Home Owners Association will assume the financial responsibility of street lighting costs and common area maintenance. Prior to the establishment of the Home Owners Association, the Developer assumes financial responsibility for the costs to maintain the above listed amenities.
26. General:
- a. All garages opening to the street shall have automatic door controls.
  - b. No satellite dishes larger than 30 inches shall be allowed on any lot.
  - c. Because of the close proximity of the Indianapolis International Airport, some noise exists. At certain times, the noise is louder and more frequent than other times.
  - d. No outside clothes drying apparatuses will be permitted on any lot in the subdivision.
27. Enforcement: The right to enforce these covenants by injunction or to seek damages for violation or other remedy is dedicated to the owners of the lots herein, the developer and the Architectural Control Committee. The restrictions shall remain in full force for twenty-five (25) years from the date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by a majority of lot owners; an owner will be allowed one vote for each lot owned. Invalidation of any covenant or restriction herein by judgement, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.



DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned, North Indiana Street, Inc., owner of said property, this 3rd day of May, 1996.

Edgar N. Rhodes  
Edgar N. Rhodes, President

State of Indiana )  
County of Morgan )

Before me, the undersigned, a Notary Public, personally appeared Edgar N. Rhodes, and acknowledged the execution of this instrument to be their voluntary act and deed.

Witness my Hand and Seal this 3rd day of May, 1996.



Alan W. Seller  
Signed Notary Public

Alan W. Seller  
Printed or Typed

Resident of Johnson County.

My Commission Expires: 7-14-97

RECEIVED FOR RECORD  
May 8 1996  
at 3:07 P. m.  
Dickie Kivett  
MORGAN COUNTY RECORDER

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**AFFIDAVIT FOR CORRECTION OF SURVEY ERROR**

I, Ross O. Holloway, Indiana Registered Land Surveyor Number S50530, hereby state and affirm the following:

1. That, the survey and plat for Pioneer Country Estates, a subdivision in the City of Mooresville, Morgan County, Indiana was prepared under my direct supervision and that I personally certified the plat as recorded in Deed Record 387 page 239, in the Office of the Morgan County Recorder.

That the dimensions within the following Lots of said plat are in error.

2. Lot 1 - That said recorded plat shows the North-Front line as 95.55 feet and should be 110.98 feet.
3. Lot 4 - That said recorded plat shows the North-Front line as 78.34 feet and should be 89.13 feet.
4. Lot 10 - That said recorded plat shows the Northeast-Front line as 26.98 feet and should be 11.16 feet.
5. Lot 15 - That said recorded plat shows the East-Sideline as South 14 degrees 09 minutes 17 seconds East 170.63 feet and should be South 17 degrees 04 minutes 15 seconds East 174.86 feet.
6. Lot 17 - That said recorded plat shows the West-Side line as 59.13 feet and should be 69.10 feet.
7. Lot 21 - That said recorded plat shows the East-Side line as 63.38 feet and should be 69.10 feet.
8. Lot 22 - That said recorded plat shows the South line as North 83 degrees 49 minutes 16 seconds East 106.76 feet and should be North 83 degrees 09 minutes 46 seconds East 101.49 feet.
9. Lot 26 - That said recorded plat shows the East line as 50.09 feet and should be 69.10 feet.
10. Lot 43 - That said recorded plat shows the South-Front line as 61.00 feet and should be 41.12 feet.
11. Lot 43 - That said recorded plat shows the East-Side line as 140.88 feet and should be 136.88 feet.
12. Lot 48 - That said recorded plat shows the South-Front line as 64.88 feet and should be 67.99 feet.
13. Lot 52 - That said recorded plat shows the Southwest-Front line as None and should be 34.95 feet.
14. Lot 53 - That said recorded plat shows the Southwest-Front line as None and should be 45.57 feet.
15. Lot 56 - That said recorded plat shows the East-Side line as None and should be 45.57 feet.

And that the dimensions of the following lines on the Line Table are in error.

16. Line 5 - That said recorded plat shows that L5 is North 83 degrees 12 minutes 07 seconds West 76.15 feet and should be North 82 degrees 15 minutes 15 second West 83.70 feet.

- 17. Line 6 - That said recorded plat shows that L6 is North 80 degrees 01 minutes 57 seconds East 116.20 feet and should be North 78 degrees 24 minutes 59 seconds East 81.74 feet.
- 18. Line 7 - That said recorded plat shows that L7 is North 53 degrees 21 minutes 26 seconds East 26.81 feet and should be North 54 degrees 10 minutes 46 seconds East 21.52 feet.
- 19. Line 8 - That said recorded plat shows that L8 is North 54 degrees 47 minutes 11 seconds East 15.64 feet and should be North 54 degrees 10 minutes 46 seconds East 29.32 feet.

And that the Chord Bearing of the following lines in the Curve Table are in error.

- 20. C20 - That said recorded plat shows that C20 is North 31 degrees 41 minutes 9 seconds West 47.90 feet and should be North 28 degrees 48 minutes 37 seconds West 47.71 feet.



Ross O. Holloway, PLS

State of Indiana )  
 County of Morgan )

Before me, the undersigned, a Notary Public, personally appeared Ross O. Holloway, and acknowledged the above statements to be correct facts of survey and that this instrument is his voluntary act and deed.

Witness my Hand and Seal this \_\_\_\_\_ day of February, 2002.



*Alan W. Seller*  
 Signed Notary Public

Alan W. Seller  
 Printed or Typed

Resident of       Morgan       County.

My Commission Expires:       July 15, 2009      

This instrument was prepared by Ross O. Holloway

RECEIVED  
 FOR RECORD  
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*Karen Stewart*  
 MORGAN CO RECORDER

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