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DECLARATION OF PLAT COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE PINES AT DEERFIELD

The undersigned, The Pines at Deerfield, Inc., an Indiana corporation (the "Developer"), owner of the real estate shown and described herein, hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as The Pines at Deerfield, an addition in Madison County, Indiana. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

1. Definitions. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

"Developer" shall mean and refer to The Pines at Deerfield, Inc., an Indiana corporation, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer;

"Lot" shall mean and refer to any and each portion of the Real Estate designed and intended for use as a residential building site. Notwithstanding the foregoing, if after the initial conveyance of a portion of the Real Estate by Developer to another person it is agreed between Developer and such person to enlarge or reduce or otherwise change the portion of the Real Estate so originally conveyed to such person as a "Lot", then the determination of what portion of the Real Estate constitutes such "Lot" for purposes of this Declaration shall be made by reference to, and shall mean, such "Lot" initially so conveyed by Developer, as the same has been adjusted or changed at any time by conveyances by and between Developer and such person. Any deed or other instrument of conveyance so adjusting or changing the description of a "Lot" shall state on its face that it is made for such purpose. Any part of a "Lot" reconveyed to Developer shall, upon such re-conveyance,

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lose its character as part of a "Lot" and may thereafter be conveyed by Developer as part of another "Lot". The foregoing procedures may be used to correct errors in descriptions, to adjust boundary lines of "Lots" or for any other reason;

"Owner" shall mean and refer to the record Owner, whether one or more persons, of the fee simple title to any Lot;

"Real Estate" shall mean and refer to the parcel of real estate in Madison County, Indiana, described in Exhibit "A" attached to this Declaration, as referred to in the first recital clause of this Declaration, and defined therein as the Real Estate;

"Retention Ponds" shall mean and refer to the proposed retention ponds located on the Real estate.

2. Dedication. The streets and sidewalks, if not heretofore dedicated, are hereby dedicated to public use.

3. Utility, Drainage and Sewer Easements. There are strips of ground marked "D. & U.E." (Drainage and Utility Easement), "D.,U. & C.E." (Drainage, Utility and Cable Easement), or "S.,U. & C.E." (Sanitary Sewer, Utility and Cable Easement) on the within plat which are reserved for the use by the public utilities, franchised cable companies, and governmental agencies of various areas of the subdivision to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations, not including transportation companies, for the installation and maintenance of poles, mains, sewers, ducts, drains, lines, wires, coaxial cables and other utility installations for the purpose of furnishing utility services (the "Easements"). The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by swale, ditch or underground line, into the Retention Ponds. No permanent structures (except walls, sidewalks, driveways and fences to the extent permitted or required hereby) are to be erected or maintained upon said Easements.

The Owners of Lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies and governmental agencies (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities and to the Easements herein granted and reserved.

4. Retention Ponds and Lake Maintenance Easement. Each area marked as "Lake Maintenance Easement" on the plats of

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the subdivision shall be owned and controlled by the Owners of Lots proposed to abut the Retention Ponds ("Lake Lots") who shall share in common the easement rights and maintenance costs therein. The real estate taxes for each Retention Pond will be included as part of each Lake Lot.

The Owners of said Lake Lots together with guests in their presence, shall have the exclusive rights to use and enjoyment of the Retention Ponds provided that they may not interfere with the drainage system of the subdivision of which the Lake Maintenance Easements are a part. The Retention Ponds are and will be an integral part of the storm water drainage system serving the Real Estate and are intended to be used for such purpose and primarily as visual and aesthetic amenities and not as recreational amenities. Boating, swimming, or ice skating shall be allowed only as permitted by a majority of the Owners of the Lake Lots, provided that boats shall be removed after each usage and there shall be no motorized watercraft. All such permitted usage shall be subject to the Developer's approval so long as it owns any Real Estate or Lot. No sewage, garbage, refuse or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Retention Ponds. Fishing from the shores of the Retention Ponds adjacent to an Owner's Lot by the Owner thereof and his invited guests and family shall be permitted, subject to obeyance and compliance with all applicable fishing and game laws, ordinances, rules and regulations.

A majority of the Owners of the Lake Lots may establish rules and regulations pertaining to Retention Pond usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair thereof. All maintenance costs for each Retention Pond shall be shared equally by the Owners of the Lake Lots for such Retention Pond and assessments shall be paid by each Owner of Lake Lots within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

In the event that the Owners of the Lake Lots fail to maintain the Retention Ponds in a manner to provide sufficient drainage for the Real Estate, the majority of the Owners of all Lots shall have the right to determine the maintenance thereof and to use the Lake Maintenance Easement to perform such maintenance. The majority of the Owners of all Lots shall also determine the manner of maintenance for all drainage easements, and the inlets and outlets therein. All such maintenance costs shall be shared equally by the Owners of all Lots and assessments shall be paid within thirty days from the date of billing, and there shall be a late charge of 2% per month on delinquent payments.

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Assessments for lake easement maintenance (shared among either the Lake Lots or all Lots) and drainage easement maintenance (shared among all Lots) shall be a lien upon the applicable Lots subordinate only to the lien of a first mortgage. By acceptance of deed of title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees. In the event of a dispute arising from the maintenance, repair and usage of the Retention Ponds or drainage easements, the Developer may resolve such dispute in its sole discretion so long as it owns any Real Estate or Lot.

5. Block A. The Developer shall convey a twenty-five percent (25%) undivided tenant in common interest to Block A to each of the Owners of Lots 68, 69, 70 and 71, which Owners shall be responsible for the maintenance, upkeep and real estate taxes for Block A to be determined by a majority of such Owners based upon and allocated in accordance with their percentage interests. In the event of a dispute arising from such maintenance, the Developer may resolve such dispute in its sole discretion so long as it owns any Lot. The ownership interest in Block A may be further transferred among the Owners of Lots 68, 69, 70 and 71, but may not be transferred to the Owner of any other Lot, without the prior written consent of the Developer.

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6. Set-Backs. Front building set-back lines are hereby established as shown on this plat, between which lines and the property lines of the streets no building or structure (except walls and fences to the extent permitted hereby) shall be erected or maintained. Rear and side yard set-backs shall be in compliance with applicable zoning laws.

7. Architectural Control Committee. There shall be, and hereby is, created and established the "Architectural Control Committee" (the "Committee") to perform the functions provided to be performed by it hereunder or under any subdivision plat of the Real Estate. So long as the Developer owns any Lot, the Developer, or three (3) persons designated by it, shall constitute the Committee. Thereafter, the Committee shall consist of not more than five (5) or less than three (3) persons appointed by the majority of the Owners of all Lots. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

Every Lot in the Real Estate, unless it is otherwise designated by the Developer, is a residential Lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon

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any of said residential Lots except a single family dwelling house and such other improvements, appurtenances and facilities as are usual and customary accessory uses to a single family dwelling house; provided, however, that all improvements have been approved by the Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Committee. No fences shall be erected in this subdivision between the building lines and the right-of-way lines of the streets as shown on the within plat, except with approval of the Committee, which fences shall not exceed 42 inches in height and shall be of a decorative nature. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. No residence constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the residence shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties. All construction upon the Real Estate shall be done in compliance with the requirements of all applicable zoning, building and other governmental laws, ordinances, codes and other regulations. The Committee shall not be responsible in any way for any defect in any plans, specifications or other material submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

8. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots shall be in addition to any other covenants or restrictions contained herein and in any subdivision plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Developer. Present or future Owners or the Developer shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and

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shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots shall be used exclusively for residential purposes and for occupancy by a single family.

(b) All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be stored on any Lot. Also, no boat, motorcycle, trailer, camper or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any Lot unless kept from view of neighboring residences and streets by being in a garage. No pools shall be excavated or built without the prior approval of the Committee. Above ground swimming pools shall not be permitted or constructed on any Lot.

(c) All equipment, garbage cans, service yards or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Outside trash burners will not be permitted. No Owner of a Lot shall burn or permit the burning out-of-doors of garbage or other refuse. Antennas, masts or towers of any kind will not be permitted on any Lot or outside any dwelling, unless first approved by the Committee.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

(e) No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the opinion of the Developer or the Corporation.

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(f) No Owner of any Lot shall build or permit the building upon his Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

(g) It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish such purposes.

(h) Utility services shall, to the greatest extent possible, be installed underground. There shall be no satellite dishes over a size permitted by local ordinance by the City of Pendleton, Indiana.

Notwithstanding the foregoing, Developer shall have the right to use and maintain any Lots owned by Developer, as Developer may deem advisable or necessary in its sole discretion to aid in the sale of Lots, or for the conducting of any business or activity attendant thereto, including, but not limited to, model homes, storage areas, construction yards, signs, construction offices, sales offices, management offices, and business offices. Developer shall have the right to relocate any or all of the same from time to time as it desires.

9. Garages, Driveways, and Sidewalks. No dwelling shall have less than a full size 2-car (at least 18' x 18' with one 7' x 16' garage door or two 7' x 9' garage doors), or more than a 3-car attached garage, which shall be the same architectural design and materials as the residence, unless otherwise approved by the Committee. Carports with open sides will not be permitted. All driveways and vehicle parking areas shall be hard surfaced with either concrete, brick or asphalt. No gravel or stone driveways will be permitted. No portion of any Lot may be sold or subdivided so that there will be thereby created a greater number of Lots than the original number platted. Concrete sidewalks will be installed by the builder of each residence at the time of construction of the home.

10. Minimum Living Space. The ground floor of each multi-story dwelling constructed on a Lot, exclusive of one-story open porches, garages and other areas not considered living areas, shall be not less than 800 square feet of finished and livable floor area and all 2-story dwellings shall contain not less than 1,500 square feet of total living area. No structure in this subdivision shall exceed two and one-half (2½) stories or twenty-five (25) feet in height measured from

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finish grade to the under side of the eave line, and no structure other than an open porch shall be erected between the building lines and the right-of-way lines of the street as designated on the within plat. In the case of a one-story structure, the ground floor area, exclusive of open porches and garages, shall be not less than 1,500 square feet of finished and livable floor area. Basement floor areas shall not be counted in the above square footages and shall be in addition thereto. Notwithstanding the foregoing, the Committee may in its discretion approve construction of a dwelling that does not comply with the foregoing requirements if in the Committee's discretion the design and size of the dwelling will be compatible with the other dwellings in the subdivision and will not detract from their value, and the total livable area is at least 1,400 square feet.

11. Heating Plants. Every residence located on the Real Estate must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the residence.

12. Diligence in Construction. Construction begun on every building on any Lot shall be completed within one hundred eighty days (180) after the beginning of such construction unless circumstances beyond the reasonable control of the builder and/or Owner prevent such completion. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. The Developer shall have standing and authority to seek an injunction or order for the removal of any materials and partially completed structures in violation of this covenant.

13. Prohibition of Used Structures; Outbuildings. All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot. Each Lot shall not have more than one storage shed or building not to exceed 80 square feet, the location, design and exterior appearance and materials of which are subject to the approval of the Committee.

14. Landscaping and Grading. Each Lot Owner shall provide reasonable landscaping on his Lot including, at a minimum, suitable foundation landscaping. All landscaping plans are subject to Committee approval. The Committee may, in its discretion, modify such plans to promote the integrity and the aesthetic appearances of this subdivision. Finished grading of all yards must be completed within 15 days after the dwelling is constructed, weather permitting, and all yards must be seeded or sodded with grass within ten days after the

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completion of finish grading, weather permitting. Trees provided by Developer, if any, will be protected by Owner during construction and replaced within 30 days if damaged or if a tree dies on Owner's Lot.

15. Maintenance of Lots and Improvements. The Owner of any Lot other than Developer shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

(i) Mow the Lot at such times as may be reasonably required in order to keep the grass no longer than five inches and prevent the unsightly growth of vegetation and noxious weeds;

(ii) Remove all debris or rubbish;

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

(iv) Cut down and remove dead trees;

(v) Where applicable, prevent debris and foreign material from entering drainage areas; and

(vi) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event the Owner of any Lot (other than Developer) fails to conform with the foregoing requirements, then the Developer shall have the right but not the obligation through its agents and officers to enter upon said Lot and perform the required maintenance and repair. The cost of such maintenance and repair shall be paid by the Lot Owner and shall be assessed against and become a lien upon such Lot.

16. Temporary Construction. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after 10 days' notice thereof to the Owner of the respective Lot the Developer may cause the site to be cleaned and may assess such charges specifically against the Owner thereof.

17. Perpetuation of Drainage. Any field tile or underground drain which is encountered in construction of any

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improvements within this subdivision shall be perpetuated and all Owners of Lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

18. Obstructions. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. Sidewalks. Sidewalks shall be constructed as required by the sidewalk plan approved by the Madison County Plan Commission, which construction shall be the responsibility of the Lot Owner upon whose Lot the sidewalk is to be constructed. All sidewalks to be constructed by Owners shall be completed at such times as the driveway on the Lot is constructed. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each Lot.

20. Non-Liability of Developer and Committee. Notwithstanding any review or approval of plans and specifications submitted by a Lot Owner, the Developer and Committee shall have no liability for compliance of such plans with these plat restrictions or the Declarations or any applicable code, regulation or law.

21. Covenants Appurtenant to Land. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then Owners of the Lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

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22. Enforcement, Waiver. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants may be waived by a majority of the then Owners of the Lots in this subdivision.

23. Amendments and Supplements. Developer hereby reserves the right, from time to time and at any time, to annex any portion of adjacent real estate into The Pines at Deerfield Subdivision. As of the date on which Developer annexes any portion of adjacent real estate into the subdivision (the "Annexed Real Estate"), the Annexed Real Estate shall be deemed to be (for all purposes) included within The Pines at Deerfield Subdivision; all references in these covenants and restrictions or in the Declaration to the "subdivision" or to "The Pines at Deerfield Subdivision" shall be deemed to include the Annexed Real Estate; all references in these covenants and restrictions or in the Declaration to "Real Estate" shall be deemed to include all parcels of land within the Annexed Real Estate; all references in these covenants and restrictions to "Lots" shall be deemed to include all Lots within the Annexed Real Estate; and all easements created by these covenants and restrictions shall bind, benefit, burden and run with the Annexed Real Estate. As of the date on which Developer annexes any portion of the Adjacent Real Estate into the subdivision, the owners of the Annexed Real Estate shall be deemed to be (for all purposes) owners of lots within the The Pines at Deerfield Subdivision; all references in these covenants and restrictions to "Owner(s)" shall be deemed to include all Owners of Lots within the Annexed Real Estate; and all easements created herein shall bind, benefit and burden the owners of Lots within the Annexed Real Estate and the mortgages, grantees, heirs, assigns and successors of such owners, as provided herein.

Developer hereby reserves the right, from time to time and at any time, to modify, supplement or amend these easements, covenants and restrictions, without the consent of any Owner or party in interest, if Developer records the modification in the Office of the Recorder of Madison County, Indiana, and the modification is for any one or more of the following purposes: (i) to extend the provisions of these easements, covenants and restrictions to bind and benefit the Annexed Real Estate and the Owner(s) of a Lot within the Annexed Real Estate; (ii) to clarify one (1) or more covenants, conditions, terms or provisions of these covenants and restrictions, without

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materially changing the substance of such covenant, condition, term or provision; (iii) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein; (iv) changes the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction.

IN WITNESS WHEREOF, the undersigned, as the owner of the above described Real Estate, has hereunto caused its name to be subscribed this 25th day of September, 1996.

THE PINES AT DEERFIELD, INC.

By: Frank D. Neese
Frank D. Neese, President

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STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank D. Neese, the President of The Pines at Deerfield, Inc., an Indiana corporation, who acknowledged the execution of this instrument as his voluntary act and deed as such officer for and on behalf of the Pines at Deerfield, Inc. for the uses and purposes therein set forth.

Witness my signature and Notary seal this 25 day of September, 1996.

My Commission Expires

May 10, 2000

Dawn L. Earringer
Notary Public
Resident of Marion County

RECEIVED FOR RECORD
96 OCT 11 AM 10:35
CARLE E. CUTTON
MADISON COUNTY RECORDER

Not
Duly Entered for Taxation
Subject to Final Acceptance for Transfer.

OCT 11 1996

Carlos E. Cox
Auditor Madison County, Ind.

This instrument prepared by Robert T. Wildman
HENDERSON, DAILY, WITHROW & DEVOE
2600 One Indiana Square
Indianapolis, Indiana 46204
(317) 639-4121

CDL.798

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We the undersigned, Pines at Deerfield, Inc., owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and hereby lay off, plat and subdivide, said real estate in accordance with the within plat. We do further certify that this plat is made and submitted with our free consent and desires.

This subdivision shall be known and designated as The Pines at Deerfield – Section One, an Addition to the Town of Pendleton. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front yard building setback lines are hereby established as shown on this plat. No building or structure shall be erected or maintained between the setback lines and the property lines of the street.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "Easement", to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility system. The right to place aerial service wires above the streets and lots to serve adjacent lots is granted subject to the prior rights of the public. Trees, shrubs or any other plants which interfere or threaten to interfere with any public utility equipment necessary to exercise this right may be trimmed or altered to the extent necessary to prevent the interference. The right is hereby granted to enter upon the lots at all times for all of the purposes aforesaid. No permanent buildings or trees shall be placed on the area as shown on the plat marked "Easement", but that area may be used for gardens, shrubs, landscaping and other purposes that do not then or subsequently interfere with the uses or rights herein granted.

The covenants or restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants or restrictions shall be automatically extended for successive periods of ten [10] years unless changed by vote of a majority of the then owners of the building sites covered by these covenants or restrictions in whole or in part. Invalidation of any one of the foregoing covenants or restrictions shall not invalidate any remaining covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our Hands and Seals this 3rd day of August, 1994.

Frank L. Neese