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TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED

**SECOND AMENDED, RESTATED AND
CONSOLIDATED COVENANTS FOR
DEERFIELD, SECTIONS ONE AND TWO**

Cross-Referenced Instrument Numbers:

Plat Book 2, beginning at Page 198 (Plat for Deerfield Section One)
Plat Book 2, beginning at Page 273 (Plat for Deerfield Section Two)
2019018514 (Amended, Restated and Consolidated Covenants for Deerfield,
Sections One and Two)

**SECOND AMENDED, RESTATED
AND CONSOLIDATED COVENANTS
FOR DEERFIELD, SECTIONS ONE AND TWO**

This Second Amended, Restated and Consolidated Covenants for Deerfield, Sections One and Two was executed as of the date set forth below.

WITNESS THE FOLLOWING:

The Deerfield subdivision ("Deerfield") located in Hamilton County, Indiana was previously governed by a certain "Amended, Restated and Consolidated Covenants for Deerfield, Sections One and Two" (hereafter, the "Covenants") which was filed May 8, 2019, as **Instrument No. 2019018514** with the Hamilton County Recorder; and

Plats filed with the Hamilton County Recorder established the Lots situated within Deerfield; and

The Deerfield Civic League, Incorporated, an Indiana nonprofit corporation (the "Association") was established on March 15, 1978, when its Articles of Incorporation were filed with the Indiana Secretary of State to manage the affairs of Deerfield; and

All Lot Owners within Deerfield are members of the Association; and

The Board of Directors of the Association recommended that the Owners approve the certain amendments to the Covenants; and

Specifically, the Board recommended that a new Paragraph 19 (including Sections 19.1 through 19.12) be added to add leasing restrictions, that a new Paragraph 20 be added concerning home and lot maintenance, and that Paragraph 6 be extensively revised.

Paragraph 11 of the Covenants provides that, at any time and upon the approval of a majority of the then Owners of the Lots, the Covenants can be changed in whole or in part; and

The Owners of a majority of the Lots have approved the new Paragraph 19 (including Sections 19.1 through 19.12), the new Paragraph 20, and the revised Paragraph 6 pursuant to the provisions set forth below. For the convenience of the Owners, those changes have been incorporated into this document which includes the provisions of the "Amended, Restated and Consolidated Covenants for Deerfield, Sections One and Two" which was filed with the County Recorder on May 8, 2019, as well as the amended provisions of Paragraphs 19, 20 and 6. Thus, this Second Amended, Restated and Consolidated Covenants for Deerfield, Sections One and Two supersedes and replaces the 2019 Covenants.

Copies of the Owners' written approvals for Paragraphs 19, 20 and 6 are attached hereto and are a part of the Association's permanent records. In the approval documents, addition of Paragraph 19 is referred to as "Amendment 1", addition of Paragraph 20 is referred to as "Amendment 2", and the extensive revisions to Paragraph 6 are referred to as Amendment 3 (first section of Paragraph 6) and Amendment 4 (second section of Paragraph 6). Note that an Amendment 5 is referred to in the records, but the vote but did not pass.

Nothing herein is intended to amend or change in any way that certain "Agreement Amending Restrictive Covenants" dated April, 1960, and recorded in Book 60, Page 137 by the Hamilton County Recorder, providing for certain restrictive covenants applicable to all property located within a 240-acre tract of land in Carmel that includes not only Deerfield but also other real estate. The provisions of that Agreement are attached hereto as Exhibit "A". That document superseded that certain "Agreement Establishing Restrictive Covenants" dated February 23, 1959, and recorded on February 25, 1959, in Book 54, Page 248.

NOW, THEREFORE, the undersigned Owners, constituting a majority of the current Owners of the Lots in both Deerfield Section One and Deerfield Section Two, hereby declare that all Lots are and shall be held, transferred, sold, conveyed, hypothecated, encumbered, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, licenses, assessments, charges and liens, which shall run with the land and each Lot and shall be binding upon, and inure to the benefit of, the Owners and any other person or entity hereafter acquiring or having any right, title or interest in the Lot.

NOW, THEREFORE, the Covenants are hereby amended and restated as described below:

The streets within Deerfield are dedicated to the public and are thus maintained by City of Carmel. There are strips of ground marked Utility Easements shown on the plats for Deerfield which are reserved herein for Public Utilities, not including Transportation Companies, for the installation and maintenance of poles, mains, ducts, sewers, drains, lines, and wires. The purchasers of Lots in this subdivision shall take their title subject to the easements herein created and subject at all times to the rights of proper authorities to service the utilities and the easements herein created, and no permanent structure of any kind and no part thereof shall be built, erected or maintained on said Utility Easements unless two conditions are met. First, the owner must provide the Architectural Control Committee with a copy of the applicable Utility company's and/or the municipality's written consent to the installation of such structure in the Utility Easement. Second, the Owner must sign the written waiver provided by the Architectural Control Committee signifying that the Owner understands and agrees that he or she will be responsible for removing the structure if work in the Utility Easement area is needed by the municipality or a utility company, and that any such expenses incurred will be the Owner's responsibility. Trees shall not be planted in said easements except by the written permission of a duly authorized officer of all utility companies concerned. In addition to all Lot Owners being responsible for complying with all applicable municipal ordinances and State laws and regulations, the Lots in this subdivision and the use of said Lots by present and future Owners or occupants shall be subject to the following conditions and restrictions which shall run with the land:

1. Building lines are hereby established as shown on the plats, between which lines and the property lines of the streets, there shall be erected and maintained no permanent structure or other structure or part thereof, except open porches and fences. Ornamental fences are subject to prior approval by the Architectural Control Committee as further described in Paragraph 8 below.

2. All Lots in this subdivision shall be designated as residential Lots. Lots may be used for residential purposes only. Only one single family dwelling not exceeding three stories in height with accessory buildings, shall be erected or maintained on any Lot in this subdivision.

3. No residence shall be erected or maintained on any Lot in this Subdivision having a ground floor area of less than 1500 square feet, if a one-story structure, or 1000 square feet, if a 1½, 2, or 3 story structure.

4. No building or part thereof shall be constructed within 20 feet of any side Lot line except that in the case where the same person or persons own two adjoining Lots not separated by a utility easement as shown on the within plat, such Owner or Owners may build a residence or accessory building across the dividing line and nearer than 20 feet to such dividing line but no residence or accessory building thereto shall be erected nearer than 20 feet to any other residence or its accessory buildings.

5. As of the date of these amended and restated covenants, most (but not all) lots in Deerfield are believed to be on municipal sewer service. Upon the failure of a private septic system, the lot owner must then convert to municipal sewer service.

6. No recreational vehicle, trailer, tent, shack, garage, or temporary/ accessory structure shall be used as a temporary or permanent residence longer than two (2) weeks unless an extension is granted in writing by the Board of Directors. Similarly, tents and other temporary structures (such as portable storage units or dumpsters) shall not be permitted to remain on a lot for longer than two (2) weeks unless an extension is granted in writing by the Board of Directors. Trash, debris, building materials and landscape materials shall not be left open to view from the road on a lot or driveway for longer than two (2) weeks unless an extension is granted in writing by the Board of Directors. Trash cans and recycling bins must be out of view from the street in front of the premises and must be pulled up to the house within two (2) days after collection. No noxious or offensive activities or trades shall be conducted on any Lot in this subdivision, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood. Any violation of an ordinance or law is considered a violation of these Covenants.

Any parking on a street for two (2) or more consecutive weeks is prohibited. Also, routinely parking on a street is prohibited. For example, if an owner drives to work every weekday and every night drives home, the owner cannot routinely park on the street overnight. Only standard passenger vehicles that are street legal and

have a valid license plate are permitted to be parked on driveways within the subdivision. These standard passenger vehicles include:

- Automobiles, Passenger Vans, Sport Utility Vehicles
- Motorcycles
- Trucks with a maximum load capacity of $\frac{3}{4}$ ton or less

Commercial, construction, and non-standard vehicles shall not be permitted to be parked anywhere in the community unless (1) completely enclosed in the owner's garage or (2) on the owner's property for no more than two (2) weeks per year. These vehicles are not to be driven in the neighborhood except for the purpose of ingress or egress from a public road to the homeowner's residence. These include:

- Recreational Vehicles (motor homes, boats, watercraft, go carts, and dune buggies)
- Trailers of any kind (campers or single axle trailers)
- Buses
- Semi tractors and/or trailers,
- Junk or derelict vehicles on which current registration plates are not displayed or any other vehicles of any description

7. No Lot in this subdivision shall be re-subdivided into a building plat having an area of less than one acre.

8. Anything that would change the exterior appearance of a home or other structure requires prior approval by the Architectural Control Committee. This includes any change in colors. Also, any landscape project that is deemed as being of a substantial nature by the Architectural Control Committee requires prior approval by the Committee. Thus, no buildings (including rebuilt homes), outbuildings or other accessory buildings, fences, walls, driveways, culverts, parking areas, or towers shall be erected, placed or altered on any of the Lots in this subdivision until the building plans, plot plans, architectural details and specifications showing the location of the proposed improvement or alteration on the Lot has been approved in writing by the Architectural Control Committee. The Committee shall review an Owner's application and shall take into consideration such things as location, colors, street elevations and conformity and harmony of external design with existing structures in this subdivision. It shall be the duty of said Committee to approve the location, size, height and types of fences in this

subdivision. In its review, the Committee shall also consider any Design Guidelines (discussed below) that the Board of Directors has adopted.

The Committee shall have up to 30 days to respond to the Owner's application. If the Committee fails to approve or disapprove such building plans within 30 days after complete and acceptable plans have been submitted to it and receipt acknowledged, or no suit to enjoin the erection of such building or improvement has been commenced prior to the completion thereof, then such written approval shall not be required. If the Committee asks the Owner to provide additional information within that 30 day period, the Owner shall have 2 days to provide the same to enable the Committee to render its decision within the original 30 day period. However, if the Owner's response is provided more than 2 days after the Committee's request, the Committee shall have that additional number of days added on to the 30 day period to respond to the Owner's application.

The Committee shall be appointed by the Association's Board of Directors. Their term of appointment shall be determined by the Board. All Committee members must own at least one (1) Lot in Deerfield and must reside in their home in Deerfield for nine (9) or more months per year. Also, to be eligible to be appointed as a Committee member, and to be able to continue to serve on a Committee after appointment, the Owner cannot be delinquent on the payment of any assessments or other charges owed to the Association. By a majority vote, the Board may remove any Committee member for any reason. If a Committee member misses three (3) consecutive Committee meetings, that member will be deemed to have resigned from the Committee. In the event of a vacancy of a member, a successor member to this Committee shall be appointed by the Association's Board of Directors. The members of the Architectural Control Committee shall volunteer their time in the performance of their duties and shall not be entitled to any compensation.

The Architectural Control Committee can propose and recommend new or amended Design Guidelines to the Board of Directors. Upon adoption by the Board of Directors, the Design Guidelines shall be considered part of these covenants as if they were fully set forth herein. If the Board of Directors adopts new Design Guidelines or makes any changes thereto, they can be overruled by the owners of at least twenty-three (23) of the lots in Deerfield.

9. 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, across 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. Provided that, with the written permission of the Architectural Control Committee, a water retention basin may be constructed, providing that water is not backed up across the Owner's property line.

10. The right to enforce each and all of the limitations and conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or other legal process is hereby reserved to the Association and to each and every Owner of the several Lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney's fees. However, before the Association may initiate any legal or equitable action in court against an Owner, the Association must comply with any grievance resolution procedures that are mandated under Indiana law, as amended from time to time. As of the date of these Amended, Restated & Consolidated Covenants, such mandatory procedures are set forth in Indiana Code 32-25.5-5.

11. These restrictions constitute covenants running with the land for the benefit of all present and future Owners of all Lots in Deerfield and shall be binding upon the grantees and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of five (5) years. However, at any time and upon the approval of a majority of the then Owners of the Lots, these covenants can be changed in whole or in part. Any such changes or amendments must be signed and notarized by the President and Secretary of the Association. A copy of the Owners' consents or approvals must be attached as an exhibit to the amendments. The amendments must then be filed with the Hamilton County Recorder in order for them to be effective.

12. Invalidity of any one of these covenants by Judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. As used herein, "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot. "Owner" shall include any person acquiring title to a Lot by acceptance of a deed conveying title thereto, but excludes those having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary.

14. As used herein, "Lot" means all numbered parcels of land shown and identified as a lot on any plat of Deerfield Sections One and Two recorded in the Office of the Recorder of Hamilton County, Indiana, said plats being recorded in Plat Book 2, Page 198 and Plat Book 2, Page 273, respectively.

15. Each Owner, upon acceptance of a deed to a Lot in either Deerfield Section One or Two, shall automatically be and become a member of the Association and shall remain a member of the Association so long as he or she owns a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot shall determine among themselves, but in no event shall more than one (1) vote be cast with respect to such Lot.

16. Each Owner, for each Lot now or hereafter conveyed by an Owner, hereby covenants, and each future Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) Annual Assessments and (ii) Special Assessments for capital improvements and operating deficits and for special maintenance and repairs. Such assessments shall be established, shall commence upon such dates, and shall be collected as determined by the Board of Directors of the Association and per the By-Laws of the Association.

All such assessments, together with late charges, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with late charges, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where

an Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successor(s) in title unless expressly assumed by such successor(s). The Association shall, upon request of a proposed mortgagee or proposed purchaser having a contractual right to purchase a Lot, furnish to such mortgagee or purchaser a statement setting forth the amount of any unpaid Annual Assessment, Special Assessment and other outstanding charges of the Association against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

Further information concerning the Assessments is contained in Article 9 of the Amended & Restated Code of By-Laws of the Association, including but not limited to the due date of the Annual Assessment and the late fees that will be added to a delinquent Owner's account.

17. No Owner may exempt himself from paying Annual Assessments and Special Assessments, or toward any other expense lawfully agreed upon, by abandonment of the Lot. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board shall have the right to file a notice of assessment lien with the Hamilton County Recorder. However, the Association shall not be allowed to foreclose upon said lien. Upon the failure of any Owner to make timely payments of any assessment when due, the Association, acting through its Board of Directors, may bring a suit to recover a money judgment for any unpaid assessment. In connection with any effort to collect or in any action to recover an Annual or Special Assessment, regardless of whether litigation is initiated, the Association shall be entitled to recover from the Owner of the respective Lot the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees and court costs).

Notwithstanding anything contained in this Paragraph 17, any sale, or transfer of a Lot to a mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the

extinguishment of such lien shall not relieve the prior Owner from personal liability therefor.

18. In addition to these Amended, Restated & Consolidated Covenants, all Owners shall be subject to the Articles of Incorporation and the Amended & Restated Code of By-Laws of the Association, both as may be amended from time to time.

19. Leasing Restrictions, including a "Rental Cap" and a 3-year Waiting Period

19.1. General Purposes of Leasing Restrictions. The members of the Deerfield Civic League, Incorporated ("Association") wish to ensure that the residents within Deerfield share the same proprietary interest in and respect of the Lots and portions of the community that are maintained by the Association. They also want to encourage residents to not only maintain property values but also to improve them. Thus, the provisions of this Paragraph 19 shall be applicable.

19.2. Limits on the Number of Leased Lots ("Rental Cap"). **No more than three (3) of the forty-four (44) Lots may be leased or rented to non-Owner occupants at any given time,** except as may be otherwise provided in this Paragraph 19, including the Section 19.5 Hardship Clause below. The "Grandfathered Lots" defined and described in Section 19.3 below shall count towards the three (3) Lot "Rental Cap". If at any time such number of Lots are leased or rented, an Owner who wants to rent or lease his or her Lot which is not already rented shall be placed upon a waiting list by the Board of Directors. When an existing tenant moves out, the Owner of that Lot shall immediately notify the Board of Directors of such fact and shall have sixty (60) days from the date on which the existing tenant moves out to enter into a new lease agreement with another tenant, and to provide a copy of such lease to the Board of Directors. If the Owner does not enter into a new lease agreement and provide a copy of such lease to the Board within sixty (60) days, then the Lot cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Lots. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors as to that Owner's intent to lease his or

her Lot. After receiving such notice, the Board of Directors shall advise the Owner if the Lot may be leased or whether the maximum number of Lots within Deerfield is currently being leased. If the number of current rentals is below the "Rental Cap", the Board shall also advise the Owner that he or she has sixty (60) days to execute a new lease. If the maximum number of Lots is being leased, the Board of Directors shall also notify the Owner of that Owner's position on the waiting list.

19.3. Effective Date of "Rental Cap" on Existing Rentals. Within thirty (30) days after the date on which this Paragraph 19 is filed with the Hamilton County Recorder (the "Recording Date"), the Board of Directors shall provide written notice to all Owners setting forth the Recording Date and the mailing address of the Association. The provisions of Section 19.2 (the "Rental Cap") shall not apply to the Owner of any Lot in Deerfield which, as of the Recording Date, is rented or leased by its Owner to a non-Owner occupant, so long as the Owner-landlord mails or otherwise delivers to the Board of Directors of the Association (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord's Lot (or Lots) which is in effect as of the Recording Date. Such Lots shall be referred to as "Grandfathered Lots." Such lease copies must have the rental amount deleted as well as any personal identifying information such as social security numbers. The Owners of such Grandfathered Lots shall not be subject to the provisions of Section 19.2, but shall be subject to the remaining provisions of this Paragraph 19. However, when the legal Owners of record of any of the Grandfathered Lots sell, transfer, or convey such Lot(s) to another Owner after the date of recording of this Paragraph 19, such Lot(s) shall immediately become subject to the Rental Cap.

If any such Owner-landlord of a leased or rented Lot fails to deliver a copy of such pre-Recording Date lease within said sixty (60) day period to the Board of Directors, that will result in said Owner-landlord's Lot being subject to the Rental Cap (from and after the date of expiration of such pre-Recording Date lease). However, in no event shall the Rental Cap apply to any lease executed prior to the Recording Date or to any renewals thereof provided for in any such leases, so long as the Lot continues to be occupied by one or more of the non-Owner occupants in

possession of the Lot as of the Recording Date. Any Lot that falls under the exception of this Section 19.3 shall, nevertheless, be counted as one of the three (3) Lots that may be rented at any given time even though such maximum does not apply to restrict the Owner of such pre-Recording Date leased Lot.

19.4. General Lease Conditions.

- (a) All leases, including renewals, must be in writing, and no lease shall be entered into for an initial term of less than one (1) year. Owners cannot lease, rent, or otherwise operate their home and Lot on a hotel, transient or short-term rental basis. For the purpose of this Section 19.4, "short-term rental" is defined as any term of less than one (1) year. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a home and Lot or portion thereof to an occupant and collects consideration for the rental from the occupant (for example, Airbnb or VRBO).
- (b) A copy of each executed lease by an Owner which identifies the tenant (but which must have the rental amount deleted as well as personal identifying information such as social security numbers) must be provided to the Board of Directors by the Owner within thirty (30) days after execution.
- (c) Except as allowed in Section 19.12 below, no portion of any Lot other than the entire Lot can be leased for any period.
- (d) No subleasing is permitted.
- (e) All leases shall be made expressly subject and subordinate in all respects to the terms of these Amended, Restated and Consolidated Covenants, the By-Laws, and the rules and regulations adopted by the Board of Directors, as amended (collectively referred to hereafter as the "Governing Documents"), to the same extent as if the tenant were an Owner and a member of the Association.
- (f) All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such

Lot. If such provision is not in the lease, it will be deemed to be in such lease.

- (g) The Owner must supply copies of the Governing Documents to the tenant(s) prior to the effective date of the lease and must provide to the Board a written acknowledgement from the tenant(s) that he or she has received a copy of the same and agrees to abide by the same.
- (h) The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease.
- (i) Owners must provide the Board of Directors with the name of the tenant(s) and any other adult residents living in the Lot, together with the phone numbers and email addresses of the tenant(s) and other adult residents. Also, the Owner must provide the Board of Directors with the Owner's contact information including current address, phone number and email address.
- (j) To be eligible to lease his or her Lot, the Owner cannot be in violation of any provisions of the Governing Documents. If at any time an Owner violates any such provisions through the actions or omissions of the Owner's tenant, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease, so long as the Board has given the Owner written notice of the violation and a reasonable opportunity to come into compliance with the Governing Documents.
- (k) To ensure any leased property is properly maintained during the term of the lease, in addition to providing a copy of the lease to the Association, the Owner must also provide a copy of the service plan for the property, to include mowing, fertilization, weed control, trimming, and landscape bed maintenance. This plan must include frequency for each item as well as the service provider that will be providing said services to the property for approval by the Association.

- (l) If a Lot is to be sold or conveyed while there is an active lease, the lease must terminate and the tenant must vacate the premises prior to the sale or conveyance.

19.5. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Governing Documents, or from the Owner's liability to the Association for payments of assessments or any other charges.

19.6. Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Paragraph 19 shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity, including the right to recover from the violating Owner all attorney's fees, costs and expenses.

19.7. Institutional Mortgagees. The provisions of this Paragraph 19 shall not apply to any institutional mortgagee (such as a bank or mortgage company) of any Lot which comes into possession of a Lot. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser or Owner shall be bound by the provisions of this Paragraph 19.

19.8. Burden of Proof. Anything to the contrary herein notwithstanding, if at any time a Lot is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased and subject to the provisions of this Paragraph 19 and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of this Paragraph 19, including but not limited to the delivery to the Board of Directors of a written statement of the nature and circumstances of the occupancy and any

written document or memorandum that is the legal basis for the occupancy. For purposes of this Paragraph 19 and this Section 19.8, any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board of Directors a written purchase contract, installment land sale contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Lot. If the Owner is selling his or her Lot via land contract, contract for deed, or similar agreement, the contract or memorandum thereof must be recorded with the County Recorder to be deemed valid. Failure to record the contract or memorandum thereof will automatically deem the document to be a lease for purposes of this Declaration.

19.9. Three Year Waiting Period; Hardship Exceptions and Waiver. **For a period of at least three (3) continuous years after an Owner's acquisition of a Lot, said Owner cannot lease or rent such Lot.** After such time, said Lot will be eligible to be leased if the Rental Cap has not been reached and all other conditions of this Paragraph 19 are satisfied, and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association.

19.10. Hardship Exceptions and Waiver. Notwithstanding anything else herein, if an Owner wishes to rent or lease his or her Lot, but the maximum number of Lots is currently being leased, the Owner may request the Board of Directors to waive the "Rental Cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "Rental Cap" will cause undue hardship. If a majority of the entire Board of Directors approves the Owner's request in writing, the Board of Directors shall permit the Owner to rent or lease said Lot, subject to any further conditions or limitations imposed by the Board in the Board's discretion, but only if the Owner satisfies all other requirements of this Paragraph 19. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (a) death, dissolution or liquidation of an Owner;
- (b) divorce or marriage of an Owner;
- (c) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Deerfield due to a change of employment or retirement of at least one (1) of such Owners;
- (d) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (e) the Owner is a reservist in the U.S. Armed Forces who is called to temporary active duty, or is active-duty personnel in the U.S. Armed Forces who is temporarily deployed more than fifty (50) miles from Deerfield; or
- (f) other similar circumstances.

However, in no event will more than four (4) rentals be permitted at one time.

19.11. Certain Lots Not Counted as Rentals. The provisions of this Paragraph 19 will not apply to any situation where a Lot is occupied by one or more family members of the Lot Owner (persons related by blood, marriage, adoption, foster care, or guardianship). Thus, this kind of occupancy will not be considered a "rental." Likewise, any Lot owned by a Trust or an Estate will not be considered a "rental" if the resident is (i) the Trustee, (ii) the Fiduciary of an Estate, or (iii) a beneficiary of the Trust or Estate.

19.12. Non-Family Member Occupancy. While a Lot Owner is living in the Deerfield home, it is permissible for up to two (2) non-family members to occupy the home at the same time, regardless of whether rent is being paid to the Lot Owner.

20. Each Owner shall be responsible for all maintenance, repairs, decoration, or replacement of his or her home and any other buildings on his or her Lot. Each Owner must promptly repair all injury or damage to his or her Lot, home, and/or building which, if neglected, might adversely affect (as determined

by the Association's Board of Directors) any other Lot or building or any part of the property maintained by the Association. Each Owner must keep his or her Lot, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the timely mowing of all lawns so as to not become unsightly, weed control which includes cutting and removing weeds that exceed an average height of six inches (6"), the pruning and cutting of all trees and shrubbery, the removal of dead trees, limbs and shrubs, and the painting (or other appropriate external care) of all structures and other improvements, all in a manner and with such frequency as is consistent with good property management and consistent with the other Lots in Deerfield. Front yard landscapes can only include lawns, foundational and decorative shrubs, trees, and flower beds.

The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to this Second Amended, Restated and Consolidated Covenants for Deerfield, Sections One and Two have been fulfilled and satisfied.

[signature page follows]

Date: June 25, _____, 2026

Deerfield Civic League, Incorporated, by:

Janet Harper
Janet Harper, President

Attest:

Ane-Michael Kelsey
Anne-Michael Kelsey, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a notary public, in and for said County and State, personally appeared Janet Harper and Anne-Michael Kelsey, the President and Secretary, respectively, of Deerfield Civic League, Incorporated, an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 25 day of June, 2026.

Jeffrey J Scholl
Notary Public - Seal
State of Indiana
Marion County
My Commission Expires 01/31/2029
Commission No. NP0731372

Jeffrey J Scholl
Notary Public - Signature
Jeffrey J Scholl
Printed

My Commission Expires:
01-31-2029

Residence County: Marion

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." /s/ P. Thomas Murray, Jr., Esq.

This instrument was prepared by P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

EXHIBIT "A"

The Deerfield Covenants run in parallel with a set of underlying covenants put in place originally on February 23, 1959, as recorded with the Hamilton County Recorder in Book of Miscellaneous Records number 54, pages 248-251, and amended on April 20, 1960, in Book 60, Pages 137-142. These Restrictive Covenants were filed by Guernsey Van Riper, Jr., Ruth Lilly Van Riper (the original land owners) and Theron Hale and Shirley Hale, the developers of Deerfield calling for the following covenants that continue to run with the land, unaffected by the Deerfield covenants. They state as follows:

1. That the restrictive covenants contained in a certain "Agreement Establishing Restrictive Covenants dated the 23rd day of February, 1959, by and between Guernsey Van Riper, Jr., and Ruth Lilly Van Riper, wife are hereby amended to conform with the following restrictive covenants, which shall henceforth supersede and replace all of the restrictive covenants in said agreement of February 23, 1959.
2. No tract, part, or parcel of the above described real estate shall be sold, transferred, conveyed, or subdivided by gift, inheritance, deed, contract, or otherwise which tract, part, or parcel shall be less than one full acre in area.
3. Only one single family residence dwelling and its appurtenant out-buildings shall be allowed on any one acre of real estate subsequently conveyed, devised, bequeathed, or located on the above described real estate.
4. No building shall be erected on the above described real estate to a height greater than thirty-five (35') feet measured from the grade to a line of the eaves of such building.
5. All tracts and parcels shall have a building set-back of not less than seventy-five (75') from the street or highway right-of-way line upon which such dwelling fronts. No building or portion of a building other than an unenclosed porch or ornamental fence or wall not exceeding three and one-half (3 ½') feet in height may be erected between such building set-back line as herein established and the street or highway right-of-way line.
6. Every lot or tract in the above described real estate shall have a lot frontage of not less than one hundred (100') feet measured at the set-back line, a rear yard of not less than forty (40') feet in depth and a side yard on each side of the dwelling house not less than twenty (20) feet.
7. The restrictive covenants hereinabove set forth in sub-paragraphs 2, 3, 4, 5, and 6 hereof are deemed by the parties to be and shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, transferees, devisees, grantees, successors-interest and assigns.
8. That in the event of any violation or attempted violation of any of the covenants herein contained by any of the parties hereto, or by their heirs, executors, transferees, devisees, grantees, successors-in-interest or assigns, any other part or any other party's heirs, executors, transferees, devisees, grantees, successors-in-interest, or assigns, shall have the right to obtain a perpetual injunction against such violation or attempted violation of said restrictive covenants.