

**COPY****PAM'S PLACE  
AN AVIATION RESIDENTIAL DEVELOPMENT**

The following covenants and restrictions shall apply to **PAM'S PLACE DEVELOPMENT**, an aviation residential development as per plat thereof as covenants to run with the land and binding upon the successors in title to the real estate.

**1.0 GENERAL PURPOSE:**

**1.1** The general purpose of these covenants is to preserve the value of the real estate and improvements, ensure proper use and appropriate improvements of the real estate, ensure a high quality appearance and building standards, encourage and support a mutual interest in the sport and hobby of aviation, all to the mutual benefit of all the owners of lots in **PAM'S PLACE DEVELOPMENT**.

**1.2** All owners take title subject to these covenants and acknowledge that an airport facility is within this community. All owners, therefore, waive all objections to aviation activities and, so long as any owner in this community desires to pursue the sport and hobby of aviation, the runway and taxiways shall remain open.

**2.0 USE:**

**2.1** All lots shall be exclusively for one single family residential dwelling per lot provided only that temporary guest or household employee quarters may be maintained within the dwelling.

**2.2** No one may use the airport or runway or development for commercial activity or for aviation related businesses except Pam's Place, Inc. No mechanical or structural repairs shall be made on any plane or vehicle unless the vehicle is registered and owned by the property owner for his personal use. No commercial activity of any nature will be permitted within the residential area at any time except that a person may maintain an office for his or her own personal professional use, but no employees or persons other than a resident shall engage in any commercial activities and no office will be advertised, held out or used as a place to service customers, clients or patients.

2.3. No inoperable or unlicensed vehicle of any kind may be in open storage upon a lot except recreational vehicles under cover so long as neatly maintained.

2.4. No noxious or offensive activity shall be permitted, nor shall anything be done upon the land which may be an annoyance or nuisance to the community. All laws and regulations by units of government or governmental agencies, including those regulating airport facilities and aviation must be in compliance by an owner.

2.5 No signs or advertising devices of any kind shall be displayed or permitted except a sign not greater than three square feet advertising a lot for sale. Signage, by the developer or association designating easements, taxiways, facilities, and by a builder or developer, are expressly permitted.

2.6 Only ~~commonly~~ maintained household pets are permitted. Outdoor pets shall be leashed or fenced. No commercial breeding or boarding is allowed.

2.7 No rubbish, trash, garbage, debris, junk, inoperative vehicles or other materials, may be stored or permitted upon a lot other than the ordinary course of construction. Trash burning is not permitted and all waste, trash or garbage must be in adequate containers. All lots must be seasonably mowed and maintained in good appearance at all times.

2.8 No fuel of any type, in excess of five (5) gallons, may be kept upon a lot, except for home heating fuel or fuel in vehicles.

2.9 The discharge of firearms within the community is prohibited.

2.10 All improvements, including outbuildings and hangars, must be reasonably maintained.

### 3.0 CONSTRUCTION:

3.1 All building plans for single family residences, outbuildings, ornamental structures, walls, fences, swimming pools and the like shall be submitted to the Developer for approval as to location, suitability, aesthetics and general environmental harmony and compliance with the covenants and restrictions. Failure to act, in writing, upon plans thirty (30) days after submission shall be deemed approval. All dwellings and structures must

also be in compliance and have any required permit of any unit or agency of government with jurisdiction.

3.2 All dwellings must contain not less than 1,500 square feet of living area, exclusive of porches, garages, hangars, decks and patios. All dwellings and outbuildings, including hangars, must be seasonably completed within twelve (12) months of the commencement of construction unless the Developer shall grant an extension, in writing, for good cause.

3.3 All construction shall consist of new materials and conventional construction. Any modular or mobile home is prohibited. Other construction may be approved by the Developer or the Association Review Board.

4.0 **WATER/SEWAGE:**

4.1 All owners must tap on available water or sewage, paying all fees.

4.2 Lots not serviced by a water utility may not engage in general irrigation by well except for small gardens and the immediate landscaping of the dwelling.

5.0 **EASEMENTS:**

5.1 Roadways, taxiways or other access, utility or drainage easements must not be obstructed and service the plat for the mutual benefit of the owners. Unless otherwise designated, all roadways, taxiways or other access, utility or drainage easements are dedicated to the mutual benefit of the owners. The Developer is not required to construct roadways until required for ingress and egress.

5.2 All easements shall be maintained by the lot owner.

6.0 **AVIATION:**

6.1 Every owner and family members, guests, invitees or occupants of any lot shall hold **PAM'S PLACE DEVELOPER and PAM'S PLACE, INC.** harmless from any claim of liability arising out of the use of the airport facilities including runways and taxiways and facilities.

6.2 No airplane or vehicle is permitted to be parked or tied down on any taxiway, overrun, runway or roadway without the written consent of the Developer so long as that activity does not interfere with airport operations.

6.3 All licensed aircraft must be insured and annually provide a certificate of insurance for aircraft liability.

6.4 Hangar or tie-down space upon a lot shall be limited to the private use of the owner or family member residing with the owner upon the lot.

6.5 All owners, family members, guests, invitees or employees must comply with the Airport Rules as posted at the **PAM'S PLACE, INC.** hangar as from time to time promulgated by **PAM'S PLACE, INC.**

**7.0 PAM'S PLACE ASSOCIATION:**

7.1 The Developer shall act as the Association until fifty percent (50%) of the lots have been conveyed and titled to owners. Thereupon, the Association shall be deemed formed and shall exercise all the duties and functions of the Developer as set out in these Restrictions and Covenants.

7.2 Owners shall have one vote per lot owned. The Association may delegate plan approval or other duties to a Board of Managers elected by the owners. The Board shall include the Developer so long as any lots remain unsold.

7.3 The Association may make such reasonable rules and regulations for the governance and use of the lots; provided, however, that such may not supersede or conflict with **PAM'S PLACE INC.** rules and regulations for the airport and adjoining facilities.

7.4 All owners of lots must comply with the insurance requirements for all common areas, including runways, taxiways, roadways or other easements.

7.5 The Association shall maintain in good, all weather, passable conditions all common roadways upon acceptance from the Developer.

7.6 All lot owners must pay a monthly fee for maintenance, insurance and Association purposes. The initial fee is Ten Dollars (\$10.00) per month per lot owned and may be changed by majority vote of the lot owners but may not be less than reasonably required. All fees shall be payable to **PAM'S PLACE, INC.** for administration unless otherwise agreed by the Association and **PAM'S PLACE, INC.**

8.0 GENERAL PROVISIONS:

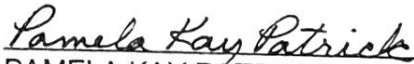
8.1 The enforcement of these Covenants by injunction, to seek damages or other remedy for violation is dedicated to the various lot owners, the Developer and Association. Failure to enforce the waiver or a construed waiver of any Restriction or Covenant for a lot owner shall not invalidate or render unenforceable any other Restriction or Covenant or against any other lot owner. The violation of a Restriction or Covenant shall not cause forfeiture or reversion of title. The defaulting or breaching owner shall pay reasonable attorney fees to the enforcing party for the successful prosecution of the action.

8.2 Any portion of the development, including roadways or other easements not actually improved may be used for farming or other purposes.

8.3 The Developer or Association is not to be construed as to warranting any particular condition of roadways, taxiways, runways or other easements or common areas.

8.4 These Covenants and Restrictions and easements may be subsequently incorporated by reference to the recordation hereof.

  
OTIS H. PATRICK

  
PAMELA KAY PATRICK a/k/a  
PAMELA PATRICK a/k/a  
PAM PATRICK

MORGAN COUNTY HEALTH DEPARTMENT

DEAR APPLICANT:

Enclosed you will find the soil evaluation form for the property on which you propose to build. In order to obtain a septic permit, you will need to provide our office with the following information, and be aware of some potential limitations.

Please provide our office with: (see other side for a more detailed explanation of these items)

1. **The completed application form (enclosed) including parcel number.**
2. **A detailed drawing of the proposed system with all dimensions and the relative elevations from each end of each trench.**
3. **A copy of the floor plan of the proposed home, including all levels, and outside elevations of all sides of the home.**
4. **A copy of a plot plan with dimensions, & legal description of the property.**

The proposed septic field shall be staked. The dwelling and any other structures or driveway shall also be clearly marked to allow for an on-site review of the application.

As the applicant, or the property owner, you should be aware of two issues that could cause a refusal of your application, or the revocation of your permit:

**First --- Wetness** -- Construction of your absorption fields during wet conditions.  
**Second --- Protection of site.** Be careful when disturbing or altering absorption field site after evaluation. Heavy wheeled traffic on absorption site could cause compaction. Cutting, removing, or adding of fill material could make the site evaluation void. Please make yourself familiar with the rules on these issues in the ISDH Rule 410IAC booklet, sections 52-56.

According to the County Septic Ordinance #1979-4, septic installers must now be registered in this county to install septic systems. Enclosed, you will find the list of septic installers who are currently registered. You may need assistance from your installer to complete the application form and make the detailed drawing.

**Please** do not send the check for your permit with the above information. The permit must be signed when the permit is issued and the fee needs to be paid at that time.

**APPLICATIONS WILL BE REVIEWED** between 8 & 10 a.m. every working day.

PERMIT FEES:

Mound System	\$125.00
Conventional System	\$100.00
Repair	\$ 50.00
Reinspection Fine (when not ready)	\$ 35.00
Installer's Registration	\$ 50.00

Septic permits are valid for 2 years. However, if location is changed, house plans or septic drawings are altered, the permit may need to be revalidated with applicable fee charged as listed above.

**Commercial projects** must be approved by the Indiana State Department of Health and then submitted to the county department for a permit.

Website for Copy of:  
Residential Sewage Disposal System  
Rule 410 IAC 6-8.1

yahoo.com

search for:

ISDH sanitary engineering

select:

1. Indiana State Department of Health - Sanitary Engineering - main page

select:

Residential Onsite Sewage System (among small tabs at top of page)

select: (under Table of Contents Section - second title)

Current Rule for Residential Onsite Sewage Systems or PDF  
(click on PDF to download rule book)