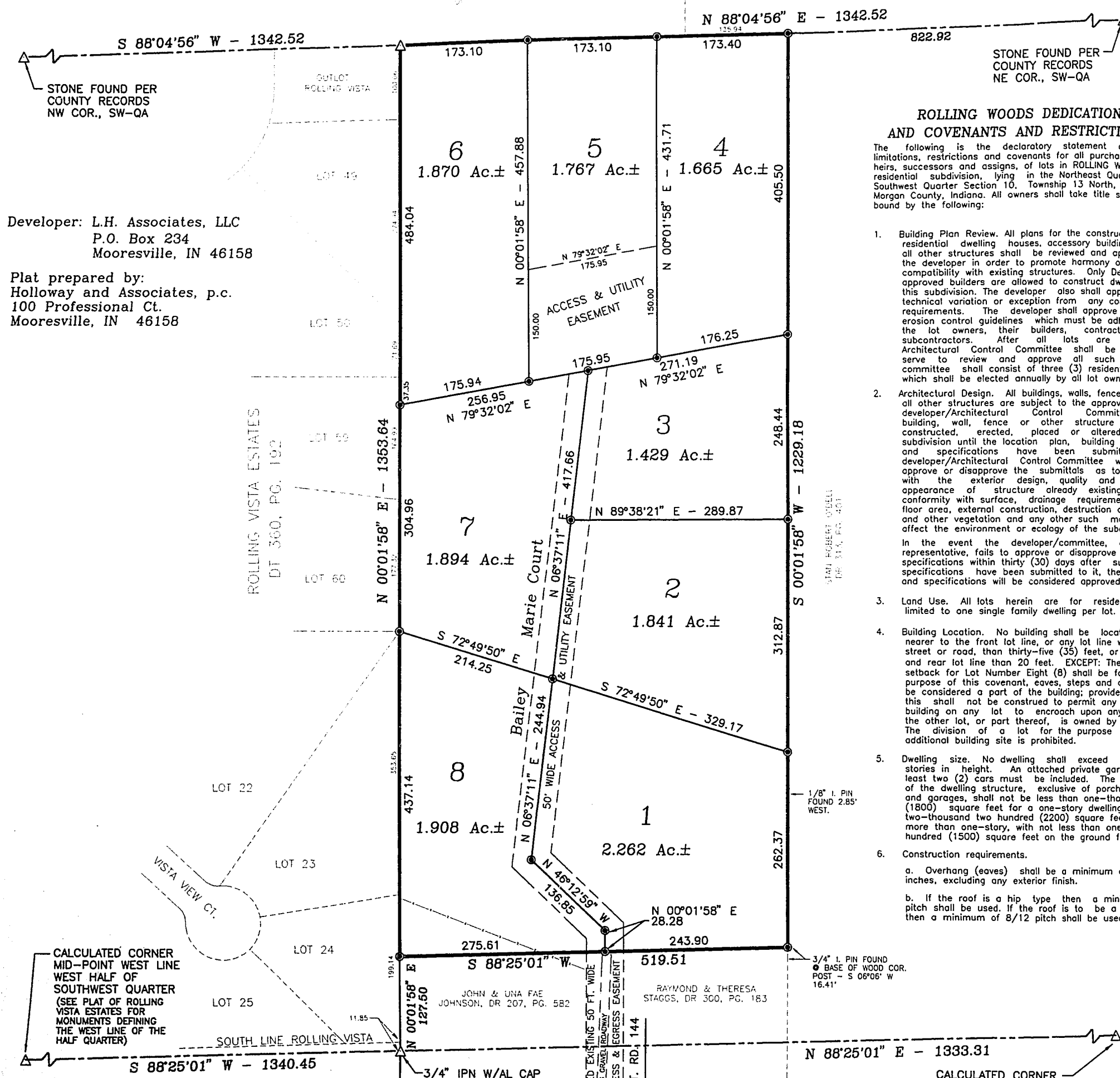


FINAL PLAT OF ROLLING WOODS

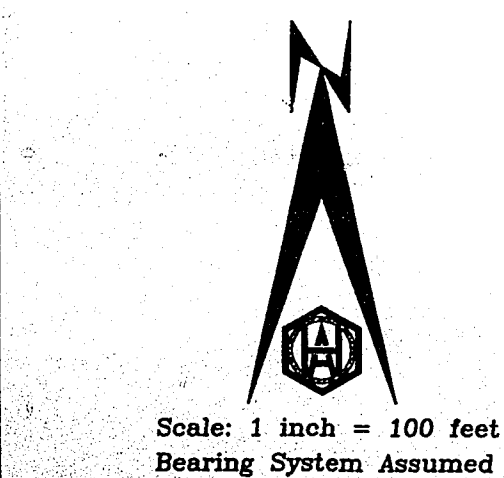
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 2 EAST, MORGAN COUNTY, INDIANA.



Developer: L.H. Associates, LLC
P.O. Box 234
Mooresville, IN 46158

Plat prepared by:
Holloway and Associates, p.c.
100 Professional Ct.
Mooresville, IN 46158

CALCULATED CORNER MID-POINT WEST LINE WEST HALF OF SOUTHWEST QUARTER (SEE PLAT OF ROLLING VISTA ESTATES FOR MONUMENTS DEFINING THE WEST LINE OF THE HALF QUARTER)



Total Area of Survey = 14.636 Acres.

LEGEND

- ▲ RECORD SECTION CORNER
- △ ACCEPTED SECTION CORNER
- IRON PIN W/CAP: SET BY SURVEYOR'S REVIEW
- ⊗ P.K. NAIL WITH "HOLLOWAY" OR "S0530" WASHER: SET BY SURVEYOR'S REVIEW
- FENCE LINE
- ⊙ IRON MONUMENT: FOUND
- CALCULATED CORNER, NO MONUMENT SET
- (R) RECORD DISTANCE, IF ANY

NOTE: "NORTH-SOUTH" = 000°00'00" "EAST-WEST" = 90°00'00" Set iron pins on 1/2" x 3/4" except in paved areas, in which case the iron pins are 3/8" x 1/2" or P.K. Nails. Set monuments on 1" to 2" below grade in paved areas and 2" to 4" above grade in all other areas unless noted otherwise. All monuments marked with cap or washer as "Holloway" or "S0530". Unless noted as record (R), all distances shown on this plat are measured.

STONE FOUND PER COUNTY RECORDS NE COR., SW-QA

ROLLING WOODS DEDICATION AND COVENANTS AND RESTRICTIONS

The following is the declaratory statement of dedication, limitations, restrictions and covenants for all purchasers, their heirs, successors and assigns, of lots in ROLLING WOODS, a residential subdivision, lying in the Northeast Quarter of the Southwest Quarter Section 10, Township 13 North, Range 2 East, Morgan County, Indiana. All owners shall take title subject to, and be bound by the following:

- Building Plan Review.** All plans for the construction of residential dwelling houses, accessory buildings and all other structures shall be reviewed and approved by the developer in order to promote harmony of design and compatibility with existing structures. Only developer approved builders are allowed to construct dwellings in this subdivision. The developer also shall approve any technical variation or exception from any construction requirements. The developer shall approve soil and erosion control guidelines which must be adhered to by the lot owners, their builders, contractors and subcontractors. After all lots are sold, an Architectural Control Committee shall be formed to serve to review and approve all such plans. The committee shall consist of three (3) resident owners, which shall be elected annually by all lot owners.
- Architectural Design.** All buildings, walls, fences and all other structures are subject to the approval of the developer/Architectural Control Committee. 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 submitted to the developer/Architectural Control Committee which will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance. The developer shall approve soil and erosion control guidelines which must be adhered to by the lot owners, their builders, contractors and subcontractors. After all lots are sold, an Architectural Control Committee shall be formed to serve to review and approve all such plans. The committee shall consist of three (3) resident owners, which shall be elected annually by all lot owners.
- Land Use.** All lots herein are for residential use only, limited to one single family dwelling per lot.
- Building Location.** No building shall be located on any lot nearer to the front lot line or any lot line which borders a street or road, than thirty-five (35) feet, or nearer to the side and rear lot line than 20 feet. EXCEPT: The rear yard (west line) setback for Lot Number Eight (8) shall be forty (40) feet. 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.
- Dwelling Size.** No dwelling shall exceed three (3) stories in height. An attached private garage for at least two (2) cars must be included in the ground floor of the dwelling structure, exclusive of porches, basements, and garages, shall not be less than one-thousand eight hundred (1800) square feet for a one-story dwelling nor less than two-thousand two hundred (2200) square feet for a dwelling of more than one-story, with not less than one-thousand five hundred (1500) square feet on the ground floor.
- Construction requirements.**
 - Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish.
 - 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.
- Exterior of the first story of all dwellings shall be full brick or stone, gable ends and log homes excepted.** Exterior of upper levels shall be a balanced 50 percent (50%) brick and facade, and gables may be vinyl or wood and colors shall be approved by the developer/Architectural Control Committee. No modular or mobile homes will be permitted. All dwellings must be built on a crawl space, or basement. No slab construction will be permitted. All log home plans must be approved by developer/Architectural Control Committee.
- 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.
- 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.**
- All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, slightly order, containing all trash and debris within the lot and properly disposed of or removed.** Owner and their builder/contractors shall register and obtain from the developer/Architectural Control Committee a copy of ROLLING WOODS plat and these covenants and restrictions.

- All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, including but not limited to streets, drainage area, utilities or other improvements.
- All owners shall be fully responsible for providing proper erosion control on their lot. In the event proper erosion control is not maintained, the lot owner shall be responsible for any and all damages incurred by the Developer and the Home Owners Association. The Developer and the Architectural Control Committee shall have the right to notify the lot owner of specific erosion problems and to assess damages from this. The lot owner is responsible for the acts of any builder, contractor or subcontractor doing work on the owner's lot. Standards for erosion control shall be set by the developer/Architectural Control Committee.
- All lot owners, for the good of the community, will maintain their lots in good condition to the edge of the street.

- Utility Easements.** Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities, reasonably and conveniently required, such as lines, ducts, gas or water mains or sewer mains and laterals, electric lines, telephone lines and cable and television lines, including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the owner.
- Drainage Easements.** Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance is the responsibility of the lot owner.

- Vehicle Parking.** No unlicensed or inoperative vehicles of any kind including trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot. Operating and licensed vehicles of the kind and nature described above may be parked on a lot, provided it is screened in such a way that it is not visible to the occupants of the adjacent lots. No vehicle of any kind shall be parked on the street except for a reasonable length of time. The developer/Architectural Control Committee shall determine what is acceptable screening and shall determine what is a reasonable length of time.
- Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, including recreational vehicles, boat, trailers, motorcycles or other motorized or unpowered equipment shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof 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.

- Vacant Lot Maintenance.** Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate and storage of materials/vehicles of any type is prohibited. Further, no accessory building of any type shall be permitted on any lot prior to the construction of the dwelling structure. The developer/Homeowners Association shall have the right to maintain vacant parcels, by removing trash or debris and charge the owner a reasonable fee.

- Business Use.** No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.
- Auto Mechanics.** Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.

- Nuisance.** No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
- Storage Tanks.** No bulk storage tanks of any kind will be allowed.

- Utility/Storage Buildings.** Utility or storage buildings must contain a minimum area of 120 square feet and must not be larger than 600 square feet. All structures must be on a concrete foundation and be constructed to complement the dwelling. Gazebo type structures will be permitted. All utility storage or gazebo structures must be approved by the developer/Architectural Control Committee.

- Fences.** No fence shall be erected until approval is obtained from the developer/Architectural Control Committee as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for open wood fence of a decorative type provided such fence has been approved by the developer/Architectural Control Committee. All fences shall be maintained in good repair.

- Animals.** Lot owners shall not keep, breed or raise any animal for commercial purposes. Lot owners shall be allowed three (3) total of either dogs, cats, or other household pet and all pets must be confined to the owners lot or on a leash accompanied by an adult. No lot owner shall be allowed to keep, breed or raise livestock, hogs or poultry.
- Pools.** No above ground type pool will be permitted.

- Mailboxes.** The developer/Architectural Control Committee shall specify and determine location, size, type, manufacturer, and color of all mailboxes.
- 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.

- Private Road Maintenance.** The roadways which serve the lots shown herein are to be maintained as all weather streets, including drainage, by the owners of the lots in the subdivision on a share and share alike basis. EXCEPT: Lot Eight (8). Lot Eight (8) shall be exempt from responsibility for any share of the maintenance cost of said roadway and shall not have a vote in the determination of maintenance matters. The owners shall vote annually, on the first Tuesday of April of each year, or any other agreed date, on the type and total dollar amount of maintenance to be performed and the amount of assessment to be paid for each lot owned. A simple majority shall rule. Votes will be binding and valid ONLY if ALL parcels owners were notified of the date, time and place of the street maintenance meeting, by certified mail at the current address listed in the records of the Morgan County Auditor's Office, at least thirty days in advance of the meeting date. At the first meeting the owners shall elect an individual to collect the monies and pay out the same for repair and maintenance of the street, associated street maintenance expenses, cost of notification of any required meetings. The individual who is to collect the monies shall be bonded in an amount equal to balance as constructed, plus the cost of the meeting but in no case less than five-thousand dollars (\$5000). Cost of the bond shall be paid out of the street assessments as an associated expense.

- Until such time that the street is accepted into the Morgan County road system, the minimum annual street maintenance fee shall be \$150.00 per lot.

- Enforcement.** Enforcement of the Rolling Woods Covenants and Restrictions set out in this agreement shall be by proceeding as provided for in this agreement. The Developer as shown on the plat of record, the owner of any lot of record or the Architectural Control Committee, with any of these entities having the right to bring the action against a violating party.

The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five years from the date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise ordered by a majority of lot owners of this section. After the expiration of the covenants and restrictions may also be amended by a majority vote of the lot owners and the owner will be allowed one vote for each lot owned. Invalidation of any covenant or restriction herein by judgment, court order or otherwise shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title.

Any person, partnership, Corporation, or other legal entity violating or attempting to violate any covenant or restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, court costs, and actual damages to the Developer, homeowner or Architectural Control Committee for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners. The other lots in the subdivision and the Developer. These covenants and restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the Developer or other expense in bringing the legal action, including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and to be a lien upon any real estate owned by the defendant in this subdivision in the event of an adverse judgment in favor of the plaintiff and against the defendant lot owner included in the damages which shall be recoverable under this section to the Developer, other lot owners and the Architectural Control Committee to enforce said restrictions by the Developer, lot owners or Architectural Control Committee in curing the violation or time and expenses which occur in bringing an action to cure the violation.

DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown herein, is hereby so declared and executed by the undersigned, John J. Larison, President of L.H. Associates, owner of said property this 30th day of April, 1998.

John J. Larison
John J. Larison - President, L.H. Associates, L.L.C.

State of Indiana)
County of Morgan)

Before me, the undersigned, a Notary Public, personally appeared John J. Larison, President of L.H. Associates, L.L.C., owner and developer of the above described property, and acknowledged the execution of this instrument as a voluntary act and deed.

Witness my Hand and Seal this 30th day of April, 1998.
Alan W. Seiler
Signed Notary Public
ALAN W. SEILER
Printed or Typed

Resident of Morgan County, Indiana.
My Commission Expires: July 17, 2001

MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS APPROVAL

UNDER AUTHORITY PROVIDED BY I.C. 36-7-3-2 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, THIS SUBDIVISION PLAT OF LOTS, BEING OUTSIDE THE BOUNDARIES OF ANY MUNICIPALITY OR MUNICIPAL PLANNING COMMISSION, IS ACCEPTED AND APPROVED BY THE MORGAN COUNTY BOARD OF COMMISSIONERS AT A PUBLIC MEETING HELD

THIS 4th DAY OF May, 1998.

James Bowyer *Tommy Joe Goss*
JAMES BOWYER TOMMY JOE GOSS
Marvin Mason
MARVIN MASON

THE STREETS AND OR ROADS SHOWN ON THIS PLAT WILL NOT BE ACCEPTED INTO THE MORGAN COUNTY ROAD SYSTEM UNTIL SUCH TIME THAT THE STREETS OR ROADS MEET THE ROAD STANDARDS AS ESTABLISHED BY THE MORGAN COUNTY COMMISSIONERS AND ACCEPTED BY THE MORGAN COUNTY HIGHWAY DEPARTMENT.

Utility Services Notes

Rolling Woods will be served by the following utilities:

- Indiana Gas Co.
- Indianapolis Power and Light
- Hill Water Co.
- Indiana Bell Telephone

PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 1801760050B, EFFECTIVE DATE: JUNE 1, 1981, NO PART IF THIS DEVELOPMENT LIES WITHIN A 100 YEAR FLOODWAY OR FLOODWAY FRINGE.

MORGAN COUNTY AUDITOR'S PLAT REVIEW

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE MORGAN COUNTY COMMISSIONERS SUBDIVISION PLAT CHECKLIST THIS 4 DAY OF May, 1998.

BY: BRENDA ADAMS, MORGAN COUNTY AUDITOR

DESCRIPTION OF ROLLING WOODS

Part of the Northeast Quarter of the Southwest Quarter of Section 10, Township 13 North, Range 2 East, Morgan County, Indiana, described as follows:

Commencing at a stone which marks the southwest corner of the Southeast Quarter of the Southwest Quarter; thence North no degrees 01 minutes 58 seconds East (assumed bearing); thence South 58 degrees 04 minutes 56 seconds East, with the west line of the quarter-quarter, 1342.17 feet to 3/4" inch iron pin with aluminum cap engraved "Holloway - S0530" which marks the southwest corner of the above captioned Northeast Quarter of the Southwest Quarter; thence continuing North no degrees 01 minutes 58 seconds East, with said west line, 1226.14 feet to an iron pin which marks the northwest corner of the quarter-quarter; thence North 88 degrees 04 minutes 56 seconds East, with the north line of the quarter-quarter, 519.60 feet to an iron pin; thence South no degrees 01 minutes 58 seconds West, 1229.18 feet to an iron pin (for reference, a 3/4" inch iron pin was found South 06 degrees 06 minutes West, 16.41 feet); thence South 88 degrees 25 minutes 01 seconds West, parallel with the south line of the quarter-quarter, 519.51 feet to the Point of Beginning.

Containing 14.636 acres, more or less, and subject to any easements, rights-of-way or restrictions of record or observable.

ALSO: a non-exclusive right of ingress and Egress over the following described fifty (50) foot road that runs from the north right-of-way line of State Highway 144, North to the above 14.636 acre tract and described as follows:

Beginning 127.5 feet north and 251.5 feet east of the southwest corner of the Northeast Quarter of the Southwest Quarter of Section 10, Township and Range aforesaid, run thence southerly and parallel to the west line of said Southwest Quarter to a point on the north right-of-way line for State Highway 144; run thence southeasterly on said right-of-way line to its intersection with the east line of said fifty (50) foot road; run thence northerly and parallel with said west line to a point on the south line of a 14.636 acre parcel; run thence westerly on said south line a distance of fifty (50) feet to the Place of Beginning.

L.H. ASSOCIATES HEREBY AGREES TO MAINTAIN THE EXISTING ROADWAY TO OLD STATE HIGHWAY 144.

RECEIVED FOR RECORD
MAY 4 1998
9:32 A.M.
Vickie Kivett
MORGAN COUNTY RECORDER

REVIEWED BY MORGAN COUNTY AUDITOR'S OFFICE
1st day of May, 1998

LAND SURVEY CERTIFICATION

I, Ross O. Holloway, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat represents a land survey performed in compliance with Title 865, Article 1.1, Chapter 12, of the Indiana Administrative Code, and was completed under my direct supervision on April 20, 1998.

Ross O. Holloway
Ross O. Holloway
Indiana Registered
Surveyor No. S0530
Dated: April 20, 1998
Owner of Record: L.H. Associates, LLC
There are no improvements on the parcel.

ROLLING WOODS - Final Plat
CLIENT/SHEET TITLE:
L.H. ASSOCIATES, L.L.C.
HOLLOWAY ASSOCIATES, P.C.
Land Surveying & Civil Engineering
Mooresville, Indiana 46158
(317) 831-7918 or (800) 831-7918

REGISTERED LAND SURVEYOR
NO. S0530
STATE OF INDIANA

DRAWN BY: J.L. DATE: APRIL 30, 1998 FILE NO.: 078-98
CHECKED BY: REVISED: SHEET OF