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1/22/07  
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I the undersigned, Michelle L. Shuler owner of said real estate shown and described on the attached plat, do hereby certify that we have laid off, plated, and subdivided said real estate in accordance with the attached plat.

This subdivision shall be known as Sand Creek Knoll Subdivision, a subdivision consisting of forty ~~lots~~ (40) lots, numbered One (1) through Forty ~~lots~~ (40) inclusive, and being located within Washington Township, Morgan County, Indiana. *roh*

**COVENANTS AND RESTRICTIONS**

1. All purchasers, their heirs and assigns, of lots in Sand Creek Knoll Subdivision shall take title subject to the following covenants and restrictions and be bound thereby.
  1. Land Use: All lots herein are for residential use only, limited to one single family dwelling per lot. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply on the boundary lines dividing any two said lots. The buyer will pay any hookup or tap on fees, lost to the developer by combining the lots.
  2. Street Dedication: All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.
  3. Building Location: No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines per Morgan County Zoning Ordinances and this plat. For the purpose of this covenant, caves, steps and/or stoops and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portions 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. No lot in Sand Creek Knoll Subdivision is permitted to be subdivided in order to create an additional building site.
  4. Utility Easements: Areas, including access, designated as utility easements on the plat are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. Such as line, ducts, gas, water, sewer, storm mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. The developer shall only retain the right to grant future utilities access through all easements after the sale of the parcel. No structures shall be erected on or maintained within such area. Maintenance of the easement area is the responsibility of the owner.
  5. Drainage Easements: Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or

MICHELLE

- maintained within such areas, and drainage shall not be restricted.
- Maintenance is the responsibility of the lot owner. Filling or hindering in any way flow of water in the street side swales is prohibited. Each lot owner shall maintain the street swale, including mowing grass, in a condition such that the flow of water within the swale is not impeded. Rain gardens will be maintained by the homeowners association as set forth in the manual written by Holloway Engineering. The lots owner is restricted from tampering with the plant material in these water treatment areas.
6. **Entry Sign, Walking Path & Streetlight Easement:** Areas designated as entry sign easements, walking path easement and streetlight easements on the attached plat are for the installation and maintenance of entry signs and/or structures for Sand Creek Knoll Subdivision, walking path and streetlights. The maintenance of the signs, streetlights, walking path and the landscaping associated with these are the responsibility of the Sand Creek Knoll Subdivision Homeowners Association; however, the maintenance of the remaining area within these easements is the responsibility of the lot owner.
  7. **Fences:** All fences are to be erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction of any other property. The choices of fencing shall be limited to: wood, brick, stone, and wrought iron. Chain link or any other type of wire or metal fencing will not be permitted for any purpose or use. Fencing shall not exceed four (4) feet in height, except as per statute by governing authority. Fencing shall not be permitted any closer to the front lot line than the building setback lines or the front of an existing home at the time the fence is built. All fences shall be maintained in good repair.
  8. **Vacant Lot Maintenance:** Vacant lot shall be maintained by the following terms: No trash shall be allowed to accumulate, and grass or growth shall not be over eight (8) inches in height. Unsold lots shall be mowed and maintained by the Developer. If sold lots are not maintained, the Developer shall have the option to mow or maintain the property, by removing trash or debris and charge the owner a reasonable fee. (R)
  9. **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.
  10. **Parking & Storage of Vehicles and Boats:** No trucks, other than standard pickup type; campers, trailers, recreational vehicles, motorcycles, boats, boat trailers, or similar vehicles (excepting temporary construction trailers being used in conjunction with work in progress) shall be parked on any street or lot for a period of more than forty-eight (48) hours unless such vehicles are stored

- within a garage. No inoperative or unlicensed vehicles shall be parked or repaired on any lot or on the driveways thereof.
11. Auto Mechanics: Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type or auto mechanics, whether for hire or otherwise, shall be permitted.
12. Storage Tanks: No bulk storage tanks of any kind will be allowed.
13. Business Use: No mercantile building shall be erected, built, or placed on the said described real estate nor any building of any nature to be carried on in a manufacturing, wholesaling or retailing manner, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
14. Appearance of Lot: All equipment, garbage can, and related items 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.
15. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No more than three dogs or cats, or any combination, shall be kept on any lot. All pets must be confined to the owners lot unless the animal is on a leash accompanied by an adult.
16. 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. No more than four (4) signs any larger than five (5) square feet shall be allowed by the 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. The Developer retains the rights for information signs continuing after the sale of the lots.
17. Dwelling Restrictions: No mobile home, modular home, trailer or any other portable device or outbuilding, garage or basement shall be used as a residence. This provision shall not be construed to prevent a builder from using such for material or tool storage or office during the period of

construction for a temporary office for Developer's marketing or promotional purposes.

18. **Dwelling Quality and Size:** The ground floor of the main structure, exclusive of one-story open porches, basements and garages, shall be not less than two thousand (2000) square feet for a one-story dwelling nor less than three thousand (3000) square feet for a dwelling of more than one story, with at least a minimum of one thousand seven hundred (1700) square feet on ground level. Finished basements are not to be included when figuring total square footage. With respect to single family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the "Architectural Control Committee."

19. **Other Structures:** No more than one (1) out-building no larger than 24x24' or five hundred seventy-six (576) square feet shall be erected on any lot. The construction of the out-building must conform to the frame portion of the dwelling in appearance, i.e. materials, color, roof, etc. No sheet metal buildings are allowed. The roof pitch shall be approved by the developer. The front building line for all outbuildings shall be 85' from the rear property line. The outbuilding will not protrude past the side building line of the house.

20. **Garages and Driveways:** No dwelling shall have less than an attached full size 2-car or more than a 4-car garage. All driveways and vehicle parking areas shall be hard surfaced made of concrete four (4) inches thick, brick or stone pavers or asphalt. No gravel or stone driveways permitted. The Architectural control committee shall approve the location of said driveway. The lot owners must maintain driveways in good repair. Front walks from drive to house shall be hard surfaced.

21. **Construction Requirements:**

- a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding exterior finish on gutters, roof edges, and front gables.
- b. The roof shall have a minimum pitch of 8/12 and gables a minimum pitch of 8/12. The roof shall consist of asphalt, cedar, or aluminum shingles/shakes, fiberglass shingles, rubber/plastic polymer shake/shingle or slate or other green building approved materials. The color shall follow the design of the home and be approved by the architectural review committee.
- c. The percentage of brick or stone, stucco and siding will be determined by and approved by architectural review committee approval. The exterior building materials shall be limited to brick, stone, stucco, fiber cement siding and/or stained or painted wood. No log cabins, modular homes, or mobile homes, shall be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.

- d. All dwellings must be connected to the existing public utilities at the time of construction or provide connections from the home site to any utility that is under construction or has been proposed to be constructed within this subdivision, unless otherwise approved.
- e. Each dwelling shall have an engraved stone address block installed on the mailbox structure. The mailbox structure will be made of brick or stone of like design as the home. The address block must be eight (8) inches by sixteen (16) inches or similar and may be made of stone, brass or similar materials.
- f. Construction of any dwelling shall be completed within one (1) year of the start of construction. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. No drainage pipe or structure shall be installed by the homeowner on or in any drainage swale or ditch other than a driveway pipe or culvert. Said driveway pipe shall not exceed 10.0 feet on either side of their drive and shall be no smaller than 12 inches in diameter or as determined by the developer. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation, or as determined by the Architectural Review Committee.
- g. Landscaping proposals for all lots must be submitted and are subject to approval by the Architectural Review Committee. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.
- h. Owners of lots 32 through 40, excluding the developer, are required to pour a four (4) foot wide sidewalk the length of the lot with a set back of two (2) feet from the front property line and five (5) feet from the curb.
- i. All owners and their builders/contractors shall be responsible for and maintaining the job site in a reasonable, slightly order containing all trash and debris within the lot and properly disposed of or removed. If trash hasn't been cleaned up, the Developer will fine the property owner \$100.00 per occurrence. Owner and their builder/contractors shall register and obtain from the Developer a copy of Sand Creek Knoll Subdivision plat and covenants and restrictions.
- j. Through construction only access to the lot shall be through the proposed drive location only. All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to, streets, drainage area, utilities or other improvements.
- k. All lot owners, for the good of the community, shall maintain their lots in good condition to the edge of the street pavement.

22. Access Restrictions: Access for all lots within Sand Creek Knoll Subdivision shall be obtained from the streets within this subdivision. No lot within this subdivision shall directly access State highway 252.

23. Erosion Control: Once a lot is sold by the Developer, the lot owner shall assume all liability for any erosion damage caused by sediment leaving 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, its successors and Sand Creek Knoll Subdivision Home Owners' Association. The Developer shall have the right to assess cost for repair of damage caused by the lot owner's failure to control erosion. The lot owner is responsible for the acts of any builder, contractor or subcontractor doing work on the owner lot. Standards for erosion control shall be set by the department of Natural Resources (rule #5).

24. Miscellaneous: The owners of all the lots of Sand Creek Knoll Subdivision acknowledge that the real estate is in or adjacent to an area zoned for agricultural land uses including, but not limited to the production of animal or plant life, including forestry, pasturing or yarding livestock, and planting, growing, cultivating, and harvesting crops for human or livestock consumption. The owners of all of the lots of Sand Creek Knoll Subdivision agree to waive any and all objection to any such agricultural land use on any real estate zoned for such uses within two (2) miles of any boundary of the real estate; and, that such agricultural land uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health.

## II.

All owners of the Real Estate whether legal or equitable, except the Developer, shall upon purchase of a lot from the Developer become members of the homeowners' association being the Sand Creek Knoll Subdivision Homeowners' Association, which was created by action of recording covenants, restrictions and homeowners' association requirements for said association. The purpose of the Association and all assessments levied by the association shall be for the purpose of promoting the preservation and conservation of the environment of the subdivision, for promoting recreation, health, safety and welfare of the residents of the subdivision and in particular for the improvements and maintenance of the properties, services and facilities devoted to the above purposes and related to the use and enjoyment of the common properties such as but not limited to entrance signs, retention/detention areas, entrance landscaping and area lighting, situated in the subdivision including, but not limited to the payment of taxes and insurance thereof and repair, replacement, maintenance of the common properties, including the cost of labor, equipment, materials and management and supervision thereof.

1. Members: One membership shall exist for each of the numbered lots within all of the sections of this subdivision. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy.

Purchasers on contract (equitable owners) shall be entitled to the membership rather than the Developer or Seller. The Developer shall have one membership for each lot not sold.

2. Term: The Association shall commence upon execution of this Agreement and remain for a term of twenty-five (25) years and thereafter unless terminated by a vote of seventy-five (75) percent of the members as attested by the miscellaneous record of the Recorder's Office of Morgan County, Indiana.

3. President:

- a. Duties: The President shall be responsible for the maintenance of the retention/detention areas, the median areas of the boulevards within the subdivision, common areas, streetlights, and the subdivision signs at the entrance to this subdivision. The President shall collect and deposit in the trust account all dues collected from the members of the Association. The President shall be accountable for all expenditures and the contracting of all maintenance.

- b. Term/Election: The Developer shall appoint the initial President. The initial President shall serve until the first annual meeting, whereupon he/she shall be elected by a majority of the members present for a one-year term or until a successor is elected and qualified. Except for the Developer's appointee, the President shall be a member of the Association.

4. Board of Directors:

- a. Duties: The Board of Directors shall be responsible for setting dues for the Association based upon the amount of monies needed to maintain but not limited to the retention/detention areas, the median areas of the boulevards within this subdivision, common areas, walking path, streetlights, and the subdivision signs at the entrance to this subdivision. It shall meet as required and shall also establish quorum and voting rules; otherwise a majority vote controls. It shall maintain a minute book of its' proceedings and keep all records of the Association meetings, business and financial dealings. It shall elect a Secretary and Treasurer.

- b. Term/Election: The Board of Directors shall consist of no less than three (3) members nor more than seven (7) members. Initially the Board of Directors shall consist of three (3) members and shall be changed only upon a majority vote of membership of the Association. Each member of the Board of Directors shall be elected beginning with the first annual meeting and shall serve until their successors are elected and qualified. The term of a Board of Directors Member shall be three years and staggered so that no more than two (2) new

members are elected each year. Initially the term shall be for three (3), two (2), and one (1) year as designated.

5. Meetings:

a. Annual Meeting: The annual meeting shall be at 7:00 p.m. on the last Wednesday in January unless otherwise established by the Board of Directors. The first Annual Meeting shall be in the year 2008. A notice including time, date, and place shall be mailed by U.S. mail to all owners of the lots in Sand Creek Knoll Subdivision. The agenda shall include:

- i. The election of a President
- ii. The election of Board of Directors Members
- iii. The audit report of all expenditures for maintenance
- iv. The setting of dues or other expenditures
- v. Any other item of business determined by the President or Board of Directors upon petition of 10% of the Association Members.

b. The President shall preside at all the meetings

c. Special Meetings: Special meetings may be called by the President or Board of Directors upon petition of twenty (20) percent of the Association Members to the Board of Directors with the meeting to be held no sooner than thirty-five (35) days after written notice is mailed. The notice shall state the purpose and proposed agenda, the time, date, and place of the meeting.

6. Dues:

a. Initial Dues: The Developer agrees to allot Fifty Dollars (\$50) from the initial sale of each lot as dues to the Homeowners Association. The Developer shall maintain the retention/detention areas, median areas of the boulevards within the subdivision, the common areas, and the subdivision signs at the entrance to this subdivision until the Developer has sold twenty (20) percent of the lots of Sand Creek Knoll Subdivision. After the Developer has sold twenty (20) percent of lots, the Homeowners Association shall be responsible for the maintenance of the retention/detention areas, the median areas of the boulevards within the subdivision, common areas, streetlights, and the subdivision signs at the entrance to this subdivision.

b. Annual Dues: The Developer shall not be responsible for the payment of any dues on lots owned by the Developer that remain unsold, however, all other lot owners shall be assessed annual dues in an initial amount of One Hundred Dollars (\$100.00) per year which shall be due each and every year starting on the 1st day of January. Owners of lots



seventeen (17) through twenty-two (22) shall be assessed additional annual dues in the amount of Two Hundred Dollars (\$200) for the maintenance of private lane to be paid each and every year starting on the 1<sup>st</sup> day of January. The money shall be paid to the treasurer of the Sand Creek Knoll Subdivision Homeowners' Association. All dues or assessments shall be assessed per Association Member and as authorized and approved by the Board of Directors. The Sand Creek Knoll Subdivision Association, with the exception of the annual dues, may not change this covenant. Dues may be raised, but not lowered up until the time the developers have sold all the lots. In no event shall any assessment, charge or special assessment as provided below be levied against or be due from the Developer.

c. Special Assessments for Capital Improvements: In addition to the annual assessment authorized by the above paragraph, the Association may levy in any assessment year on each lot sold by the developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of common area improvements, including the necessary fixture and approval of two-thirds of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at their listed address with the Association at least 30 days in advance of the meeting and shall set forth in the written notice the purpose of the meeting, assessment and the time and place of the meeting.

d. Change and ad Maximum of Annual Assessments: The Association may increase or decrease the amount of its annual assessment as determined by an affirmative vote to two-thirds of the voting members who are voting in person or by proxy at meeting duly called for this purpose, written notice shall be sent to all members at the address given to the Association by the lot owner at least 30 days prior to the meeting with the notice stating the purpose of the meeting and the date and time and place of the meeting.

e. Exempt Property: The following property subject to this declaration shall be exempt from the assessments, charge and lien created by the Homeowners' Association: (a) All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) All common properties of the development; (c) All properties owned by the Developer, and all properties held by the Developer for sale or resale including any lots that may have been re-acquired by the Developer.

f. Liens: All dues or other assessments shall be due and payable on or before January 1 of each calendar year and if not fully paid on or before January 1 of each calendar year shall become a lien upon the real estate of the Association Member which may be foreclosed in the name of the Association by judicial proceedings as real estate mortgages are foreclosed, together with pre-judgment interest, attorney fees and cost of collection, without relief from valuation and appraisalment laws. The President shall cause a list of delinquencies to be prepared each year as of February 28<sup>th</sup> and record the same by last known names of homeowners of record as set out in the notice in miscellaneous records of the Recorder's Office of Morgan County, Indiana.

g. Priority: The priority of any lien herein shall be second and junior to any other purchase money mortgage. Otherwise, such lien is entitled the priority and dignity accorded to the date of recordation and operation of law.

### III. Plan Approval: Architectural Review Committee

1. All homes must meet plan approval subject to a written signature on a floor plan and four (4) elevations.
2. It is expressly understood and agreed that Sand Creek Knoll Homeowners Association cannot change any of the construction requirements or the associated rules in these Covenants and Restrictions. However, the Homeowners Association may change any and all other covenants and restrictions, with an affirmative vote of two-thirds (2/3) of all lot owners in Sand Creek Knoll Subdivision.
3. There shall be no above ground pools.
4. There shall be matching mailboxes and posts on every lot as designated by developer or approved by the developer/architectural review committee.
5. The Developer of Sand Creek Knoll Subdivision and all subsequent sections shall have the sole authority to approve plans for the construction of residential dwelling houses, accessory buildings, walls, fences, pools and all other structures, on any lot within these sections until such time as they no longer retain any interest in the subdivision. If the plans are not approved at the time of the lot closing, the developer for the plan approval will collect a \$100 charge. After completion of construction of all the houses in a section or if the Developer no longer retains an interest in the subdivision, the Sand Creek Knoll Subdivision Homeowners' Association will be responsible for review of any additional requests and all other matters described herein which would have been reviewed by the Developer.

IV. Architectural Review: Plans for improvements to any dwelling must be submitted to the Sand Creek Knoll Homeowners Association Architectural Review Committee before construction begins and will be subject to a written signature on a floor plan and subject to at least two (2) elevations. The Architectural Review Committee will then review such, and such committee will make a recommendation for or against approval.

a. No building, accessory building, fence, pool 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 or Home Owners Association Architectural Review Committee if developer no longer retains an interest, which will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance of structure already existing and for conformity with surface, drainage requirements, first floor area, external construction, destruction of trees and other vegetation and any other such matter as may affect the environment or ecology of the subdivision.

V. Enforcement of the Covenants and Restrictions: The right to enforce these Covenants and Restrictions of Sand Creek Knoll Subdivision by injunction or to seek damages for violation or other remedy is dedicated to the Owners of the lots herein and the Developer. The restrictions shall remain in full force for twenty-five (25) years from the date of execution of this agreement, at which time such covenant shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by the majority of lot owners in all platted sections of Sand Creek Knoll Subdivision.

a. After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owners with each lot owner allowed one vote for each lot owner. Should any time or part of these covenants and restrictions be invalidated by judgment, court order or legislation the remaining items shall continue in full force and effect. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

b. 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, courts costs, and actual damage to the Developer, homeowner or Sand Creek Knoll Subdivision Homeowners' Association for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other lots in the subdivision and the Developer. The covenants and restrictions are binding and enforceable on the owner or any lot in the subdivision 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 plaintiffs 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 Sand Creek Knoll Subdivision Homeowners' Association in removing or rectify the violation and expense which accrue in bringing action to remedy the violation.

In Witness whereof, the undersigned have set their hands and seal this 21 day of August, 2007

*Michelle L. Shuler*  
Michelle L. Shuler

STATE OF INDIANA )  
COUNTY OF MORGAN )

NOTARY PUBLIC  
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.  
Name: *Michelle L. Shuler*  
Printed: *Michelle L. Shuler*

Before me, the undersigned, a Notary Public in and for the Said County and State, personally appeared Michelle L. Shuler, and acknowledged the execution of the attached plat of Sand Creek Knoll Subdivision.

Witness my Hand and Seal this 21<sup>st</sup> day of August, 2007.

*Alban W. Seller*  
Signature

ALBAN W. SELLER  
Printed



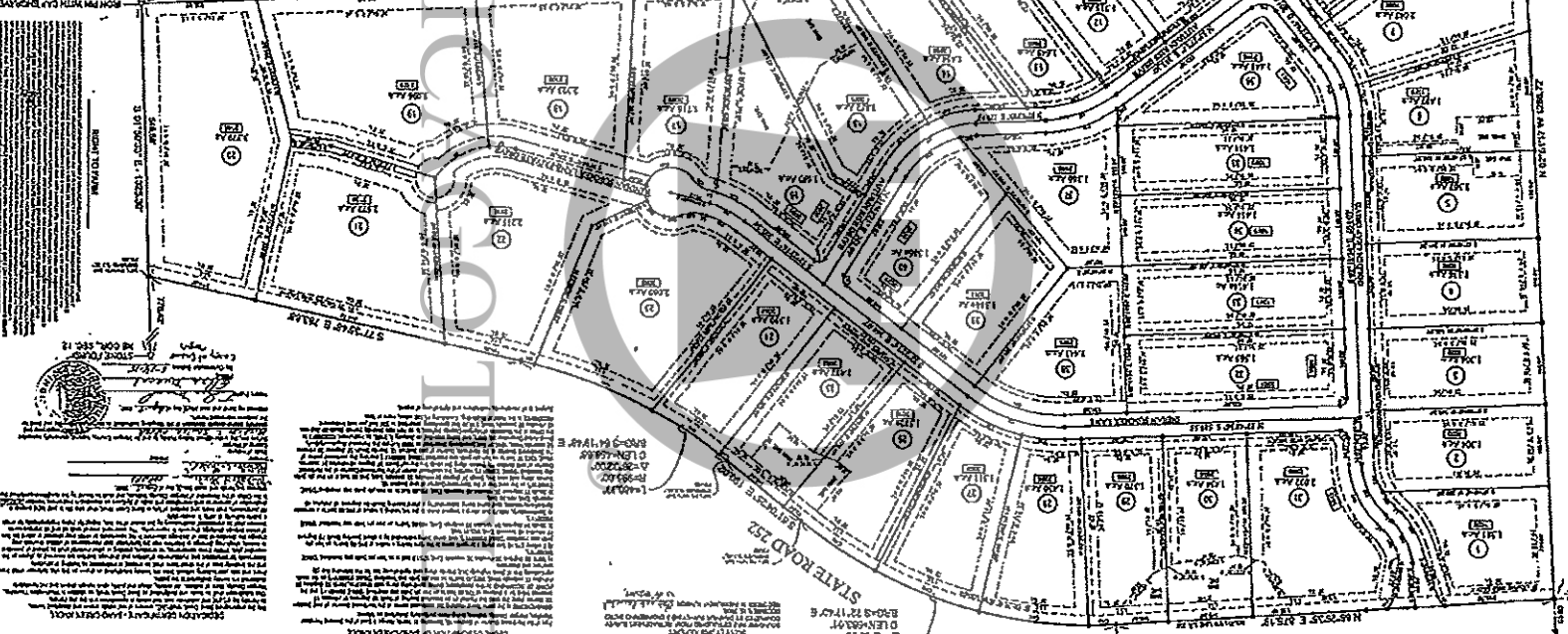
My commission expires July 15, 2009.  
County of Residence Morgan  
Prepared by: *Michelle Shuler*

**SAND CREEK KNOLL**  
**FINAL PLAT**

*[Signatures and Date]*

THESE PLATS HAVE BEEN PREPARED BY ME AND I AM A LICENSED SURVEYOR IN THE STATE OF INDIANA. I HAVE BEEN COMMISSIONED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NORTH, RANGE 1 EAST, MORGAN COUNTY, INDIANA, TO PREPARE AND RECORD THESE PLATS FOR THE PURPOSE OF DIVIDING THE LAND DESCRIBED HEREIN INTO LOTS AND BLOCKS FOR THE PURPOSE OF CONVEYING THE SAME TO THE SEVERAL OWNERS THEREOF. I HAVE BEEN COMMISSIONED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NORTH, RANGE 1 EAST, MORGAN COUNTY, INDIANA, TO PREPARE AND RECORD THESE PLATS FOR THE PURPOSE OF DIVIDING THE LAND DESCRIBED HEREIN INTO LOTS AND BLOCKS FOR THE PURPOSE OF CONVEYING THE SAME TO THE SEVERAL OWNERS THEREOF.

LOT	AREA	OWNER	REMARKS
1	1.000	...	...
2	1.000	...	...
3	1.000	...	...
4	1.000	...	...
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26	1.000	...	...
27	1.000	...	...
28	1.000	...	...
29	1.000	...	...
30	1.000	...	...



BEING THE PART OF THE NEARLY CORNER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 1 EAST, MORGAN COUNTY, INDIANA, AS SHOWN ON THE PLAT OF THE SAND CREEK KNOLL, AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, INDIANA, TO THE EFFECT THAT THE SAID SECTION 12 IS DIVIDED INTO LOTS AND BLOCKS AS SHOWN ON SAID PLAT.

AND BEING THE PART OF THE NEARLY CORNER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 1 EAST, MORGAN COUNTY, INDIANA, AS SHOWN ON THE PLAT OF THE SAND CREEK KNOLL, AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, INDIANA, TO THE EFFECT THAT THE SAID SECTION 12 IS DIVIDED INTO LOTS AND BLOCKS AS SHOWN ON SAID PLAT.

**HOLLOWAY ENGINEERING**  
SURVEYORS AND ENGINEERS  
MORGAN COUNTY, INDIANA

Professional Engineer Seal for Holloway Engineering, State of Indiana, No. 30030, dated 03/21/2018.

**FINAL PLAT - SAND CREEK KNOLL**  
**PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 1 EAST, MORGAN COUNTY, INDIANA**