

THE OAKS, SECTION ONE

CERTIFICATION OF

A Residential Subdivision

Section One, a residential subdivision being situated in Washington Township, Morgan County, Indiana, is a true representation of a subdivision of part of the Southwest Quarter and a part of the Southeast Quarter of Section 22, Township 12 North, Range 1 East of the Second Principal Meridian, Morgan County, Indiana, described as follows:

Registered Land Surveyor within the State of Indiana, do hereby certify that the attached plat of the Oaks, Section One, a residential subdivision being situated in Washington Township, Morgan County, Indiana, is a true representation of a subdivision of part of the Southwest Quarter and a part of the Southeast Quarter of Section 22, Township 12 North, Range 1 East of the Second Principal Meridian, Morgan County, Indiana, described as follows:

BEGINNING at the stone found marking the south half mile corner of said Section 22, thence along the south line of the Southwest Quarter of said Section 22 on an assumed bearing of South 89 degrees 11 minutes 00 seconds West, 1312.53 feet to the mean centerline of Lincoln Hill Road (for reference a stone found marking the southwest corner of said Section 22 was found South 89 degrees 11 minutes 00 seconds West, 1323.73 feet); thence along said mean centerline for the following five (5) courses and distances:

- 1) Northerly, 132.03 feet along a non-tangent curve to the right having a radius of 1500.00 feet, said curve being subtended by a chord bearing North 03 degrees 42 minutes 48 seconds East, 131.98 feet;
- 2) Northerly, 432.94 feet along a tangent curve to the left having a radius of 5000.00 feet, said curve being subtended by a chord bearing North 03 degrees 42 minutes 48 seconds East, 131.98 feet;
- 3) North 01 degree 16 minutes 25 seconds East, 432.81 feet;
- 4) Northeastly, 131.85 feet along a tangent curve to the right having a radius of 1600.00 feet, said curve being subtended by a chord bearing North 24 degrees 52 minutes 50 seconds East, 128.15 feet;
- 5) North 48 degrees 29 minutes 14 seconds East, 284.81 feet; thence South 41 degrees 30 minutes 46 seconds East, 284.81 feet; thence South 41 degrees 30 minutes 46 seconds East, 244.61 feet to an iron pin (capped "D&E 9500011"); thence North 48 degrees 29 minutes 14 seconds East, 117.05 feet; thence North 53 degrees 48 minutes 37 seconds East, 240.80 feet to an iron pin (capped "D&E 9500011"); thence North 72 degrees 28 minutes 07 seconds East, 240.80 feet to an iron pin (capped "D&E 9500011"); thence South 12 degrees 53 minutes 08 seconds East, 340.81 feet to an iron pin (capped "D&E 9500011"); thence North 77 degrees 06 minutes 52 seconds East, 164.81 feet; thence Easterly, 193.84 feet along a tangent curve to the right having a radius of 425.00 feet, said curve being subtended by a chord bearing South 89 degrees 49 minutes 08 seconds East, 192.17 feet; thence South 13 degrees 14 minutes 51 seconds West, 425.00 feet to an iron pin (capped "D&E 9500011"); thence South 09 degrees 26 minutes 14 seconds East, 332.31 feet to the Point of Beginning.

The Oaks

Section One

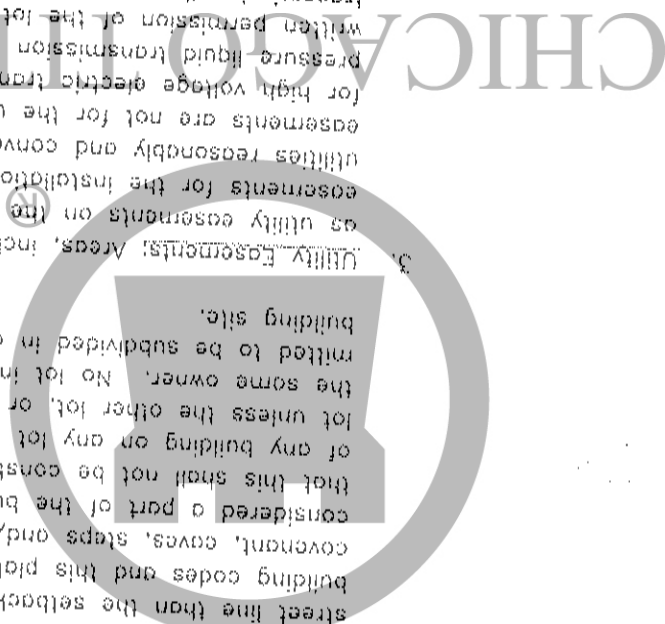
A Residential Subdivision

1. Land Use: All lots herein are for residential use only, limited to one (1) single family dwelling per lot.
2. 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 appropriate building codes and this plot. For the purpose of this covenant, eaves, steps and/or stoops 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. No lot in The Oaks shall be permitted to be subdivided in order to create an additional building site.
3. Utility Easements: Areas, including access, designated as utility easements on the plot are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the lot owners at the time said transmission line is to be constructed. No structures shall be erected on or maintained within these easements, and the maintenance is the responsibility of the owner.
4. Drainage Easements: Areas designated as drainage easements on the plot 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.
5. Entry Sign Easement: Areas designated as entry sign easements on the attached plot are for the installation and maintenance of entry signs and/or structures for The Oaks. The maintenance of the signs and the landscaping associated with these signs is the responsibility of The Oaks Homeowners Association; however, the maintenance of the remaining area within these easements is the responsibility of the lot owner.

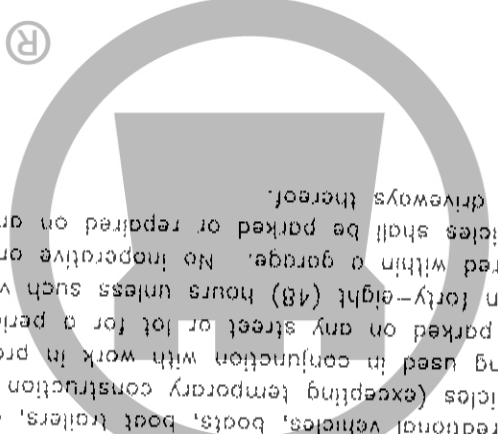
COVENANTS AND RESTRICTIONS OF THE OAKS

This subdivision shall be known as The Oaks, Section One, a residential subdivision consisting of thirty-seven (37) lots, numbered One (1) through Thirty-seven (37) inclusive, and being located within Washington Township, Morgan County, Indiana. A thirty two and fifty hundredths (32.50) foot right-of-way or one-half (1/2) of the total right-of-way for Lincoln Hill Road, not heretofore dedicated, is hereby dedicated to the public. All other rights-of-way as established by this plot shall be dedicated to the public.

We the undersigned, Rod Stafford and Todd Stafford, in their capacities as Managing Member and Registered Agent, respectively, for STAFFORD DEVELOPMENT, L.L.C., an Indiana limited liability company, owner and developer of said real estate shown and described on the attached plot, do hereby certify that STAFFORD DEVELOPMENT, L.L.C., has laid off, platted, and subdivided said real estate in accordance with the attached plot.



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- 6. **Fences:** Fences may be erected within The Oaks as long as all of the following conditions are met:
 No fence shall be located nearer to the street than the front of the dwelling on any particular lot or the front of the dwelling, if any, on any adjacent lots.
 All fences shall be constructed of stone, brick, iron or polyvinyl chloride (PVC). NO CHAIN LINK OR WOODEN FENCES SHALL BE PERMITTED.
 No fence shall exceed 4 feet in height.
- 7. **Vacant Lot Maintenance:** Vacant lots 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 the property and charge the owner a fee.
- 8. **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.
- 9. **Parking & Storage of Vehicles and Boats:** No trucks, other than standard pick-up type; campers, trailers, recreational vehicles, 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.

- 10. Appearance of Lot: All equipment, garbage containers, 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.
- 11. 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 thereof, shall be kept on any lot.
- 12. Dwelling Restrictions: No mobile home, trailer or 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 an office during the period of construction, nor shall this provision prevent the Developer from using such for marketing or promotional purposes.
- 13. 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 one thousand seven hundred (1700) square feet for a one-story dwelling nor less than one thousand nine hundred (1900) square feet total for a dwelling of more than one story.
- 14. Other Structures: No more than one (1) out-building no larger than 12'x16' or one hundred ninety-two (192) square feet shall be erected on any lot. The construction of the out-building must conform with the frame portion of the dwelling in appearance, i.e. materials, color, roofing, etc. No sheet metal buildings are allowed.
- 15. Garages and Driveways: No dwelling shall have less than a full size 2-car or more than a 3-car attached garage on the main level. Each dwelling may additionally have (not to exceed) a 2-car garage on a lower level. All driveways and vehicle parking areas shall be hard surfaced with asphalt, brick or concrete. No gravel or stone driveway shall be permitted.
- 16. Construction Requirements: All of the dwellings, with the exception of the existing dwelling on Lot Number 32, shall be constructed according to the following standards:
 - a. All proposed house plans and plot plans are subject to the approval by the Developer or their assigns. The Developer may require changes made to the house/floor plans, exterior finish and/or re-positioning of the proposed dwelling on any lot within The Oaks.
 - b. Exterior building materials shall be limited to brick, stone, painted or stained wood, and/or logs. No vinyl or metal siding shall be allowed; however, vinyl and metal soffits are acceptable.
 - c. No modular homes, manufactured homes, or mobile homes, shall be permitted.

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20. Annexation Agreement: All lot owners, their heirs, assigns and successors, shall take title to their lots subject to the of the City of Martinville to annex this development once all statutory requirements have been satisfied. By taking title to any lot, the lot owner acknowledges that they have forfeited any right to remonstrate against or oppose in any manner against being annexed to the City of Martinville. (The verbage in italics has been mandated by the City of

19. Water and Sewer: All lots within The Oaks shall be served by a public water utility and connected to a central sanitary sewer system. No wells or septic systems shall be permitted.

18. 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. The lot owner shall be responsible for installing and maintaining adequate erosion control measures. If sold lots are not maintained, the Developer shall notify the lot owner in writing of the failure to comply with this provision, and if no action is made by the lot owner to remedy the situation after two (2) weeks of written notification, the Developer shall have the option of installing the adequate erosion control measures and charging the lot owner a reasonable fee.

17. Access Restrictions: Access for all lots which front on streets within The Oaks shall be obtained from the streets within this subdivision. In the event that any lot only fronts Lincoln Hill Road, access must be made at a point as permitted by the governing agency.

e. Construction of any dwelling shall be completed within one (1) year of the start of construction.

metal address block installed on the front of the dwelling. Each Address block shall include the numerical address and street name.

Martinsville as part of the annexation agreement between the City and the Developer.

21. Swimming Pools: No above ground swimming pools shall be permitted on any lot within The Oaks.

22. Mail Boxes: All mail boxes and posts within The Oaks shall be matching and of a type and style as designated by the Developer.

ii. All owners of lots in The Oaks shall be members of an association of such owners known as The Oaks Homeowners Association (hereinafter referred to as the "Association"). The purpose of the Association is for the maintenance of the streets, retention/detention areas, common areas, subdivision signs and landscaping at the entrances to this subdivision, and street lighting, once twenty percent (20%) of the lots are sold by the Developer in each section of The Oaks. Prior to the initial sale of twenty percent (20%) of the lots in each section, the Developer shall be responsible for the maintenance of the streets, retention/detention areas, common areas, subdivision signs and landscaping at the entrances to this subdivision, and street lighting. The maintenance of the streets, storm drainage infrastructure and/or street lighting shall be terminated by the Developer or the Association at such time that they have been accepted by the appropriate governing agency or upon annexation into the City of Martinsville.

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.

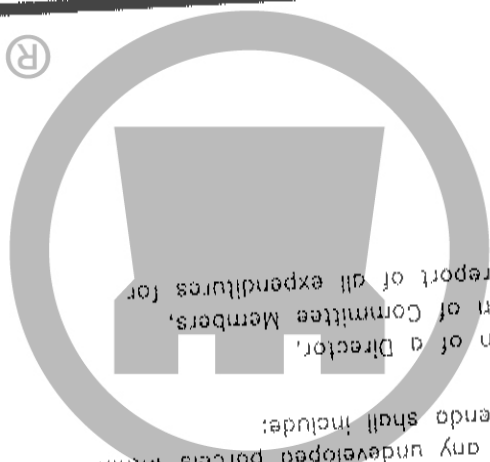
2. Terms: The Association shall commence upon execution of this Agreement and remain for a term of no less than twenty-five (25) years and as long as the Developer has title to any lot within The Oaks. Once the initial term has been surpassed and the Developer has no title to any lot within The Oaks, the Association may be terminated by a vote of seventy-five percent (75%) of the members as attested by the records of the Recorder's Office of Morgan County, Indiana.

3. Director:
a. Duties: The Director shall be responsible for the maintenance of the streets, retention/detention areas, common areas, subdivision signs and landscaping at the entrances to this subdivision, and street lighting. The Director shall collect and deposit in a trust account all dues collected from the members of the Association. The Director shall be accountable for all expenditures and the contracting of all maintenance.

b. Term/Election: The initial Director shall be appointed by the Developer. The initial director shall serve until the first annual meeting, whereupon he shall be elected by a majority of the members present for a one (1) year term or until a successor is elected and qualified. Except for the Developer's appointee, the Director shall be a member of the Association.

CHICAGO TITLE

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1. The election of a Director.
 2. The election of Committee Members.
 3. The audit report of all expenditures for
- The agenda shall include:
- a. Annual Meeting: The Annual Meeting shall be held at 7:00 p.m. on the last Thursday in July unless otherwise established by the Committee. The first Annual Meeting shall be in the year 2003. A notice including time, date, and place shall be mailed by U.S. mail to all owners of the lots in The Oaks and to the owner(s) of any undeveloped parcels within The Oaks. The agenda shall include:

5. Meetings:

years as designated.

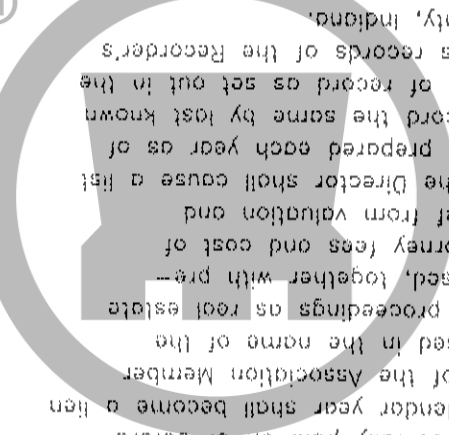
term shall be for three (3), two (2), and one (1) new members are elected each year. Initially the years and staggered so that no more than two (2) The term of a Committee Member shall be three (3) serve until their successors are elected and qualified. Each member of the Committee shall be elected a majority vote of the membership of the Association of three (3) members and shall be changed only upon (7) members. Initially the Committee shall consist less than three (3) members nor more than seven

b. Term/Election: The Committee shall consist of not

a. Duties: The Committee shall be responsible for setting dues for the Association based upon the amount of moneys needed to maintain the streets, retention/landscaping at the entrances to this subdivision, and street lighting within this subdivision. It shall meet as required and shall also establish quorum and voting rules; otherwise a majority vote controls. It shall elect a Secretary and maintain a minute book of its proceedings.

Enforcement of the Covenants and Restrictions: the right to enforce these Covenants and Restrictions of The Oaks, by injunction or to seek damages for violation or other remedy, is dedicated to the Owners of the lots herein and the Developer. THESE RESTRICTIONS SHALL REMAIN UNCHANGED AS LONG AS THE DEVELOPER HAS OWNERSHIP OF ANY LOT WITHIN THE OAKS. Once all of the lots have been sold by the Developer, this Agreement may be amended by the majority of the lot owners of The Oaks. Invalidity 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 forfeiture or reversion of title.

CHICAGO TITLE



Office of Morgan County, Indiana, notice in miscellaneous records of the Recorder's names of homeowners of record as set out in the February 28th and record the same by last known of delinquencies to be prepared each year as of appraisal laws. The Director shall cause a list judgment interest, attorney fees and cost of mortgages, are foreclosed, together with pre- Association by judicial proceedings as real estate which may be foreclosed in the name of the upon the real estate of the Association Member January 1 of each calendar year shall become a lien due and payable on or before January 1 of each

b. 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 appraisal laws. The Director shall cause a list of delinquencies to be prepared each year as of February 28th 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.

6. Dues:
a. Annual Dues: The Developer shall not be responsible for the payment of any dues on lots owned by the Developer that remain unsold. All other lot owners shall be assessed annual dues in an initial amount of two hundred and no/100 Dollars (\$200.00) per year which shall be due each year starting January 1, 2003. All dues or assessments shall be assessed per Association Member and as authorized and approved by the Committee. THIS AMOUNT MAY BE INCREASED BUT NEVER DECREASED OR OMITTED BY THE ASSOCIATION.

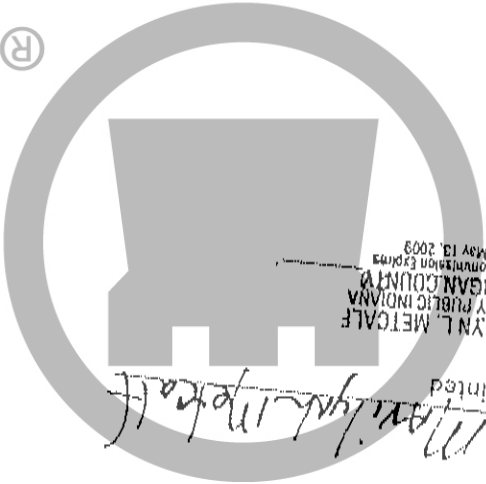
b. Special Meetings: Special meetings may be called by the Director or Committee upon petition of fifteen (15) percent of the Association Members to the Committee with the meeting to be held no sooner than fourteen (14) days after written notice is mailed. The notice shall state the purpose and proposed agenda, the time, date, and place of the meeting.

5. Any other item of business determined by the Director or Committee upon petition of 10% of the Association Members.

4. The setting of dues or other expenditures, and maintenance,

Mortinsville as part

CHICAGO TITLE



MAHILYN L. METCAL
NOTARY PUBLIC INDIANA
MORGAN COUNTY
My Commission Expires
May 19, 2009



My commission expires

Printed Mahilyn L. Metcal

Signature Mahilyn L. Metcal

Witness my Hand and Seal this 30th day of November, 2001.

Before me, the undersigned, a Notary Public in and for the
Said County and State, personally appeared Rod Stafford
and Todd Stafford, in their capacities as Managing Member
and Registered Agent, respectively, for STAFFORD DEVELOPMENT,
L.L.C., and acknowledged the execution of the attached plat
of the Oaks, Section One, and the Covenants and Restrictions

STATE OF INDIANA)
COUNTY OF MORGAN) SS



Todd Stafford
Registered Agent
Stafford Development, L.L.C.

Rod Stafford
Managing Member
Stafford Development, L.L.C.

In witness whereof, the undersigned have set their hands and
seals this 30th day of November, 2001.

that cause forfeiture or reversion