



**COVENANTS AND RESTRICTIONS OF WOLF LAUREL SUBDIVISION**  
**SECTIONS I AND II**

I, Theron A. Arnold, in my capacity as managing member and registered agent respectfully for Morgan-Mark Too, LLC, an Indiana Limited Liability Company, owner and developer of real estate known as Wolf Laurel, Section I, a residential subdivision consisting of 18 Lots, numbered 1 – 18 inclusive, and located within Washington Township, Morgan County, Indiana, and shown on the attached plat, now dedicates these covenants and restrictions to run with the land. All rights-of-way as established by the plat shall be dedicated for utility or drainage use. No natural valley shall be restricted. All purchasers of Lots in Wolf Laurel, Section 1, and in Wolf Laurel, Section 2, shall title to their properties subject to the following covenants and restrictions, and said covenants and restrictions shall run with the land, and all shall be bound as follows:

1. Land Use: All lots herein are for residential use only, limited to one (1) single family dwelling per lot and other out buildings for larger lots as approved by developer.

2. Dwelling, Quality and Size: The ground floor of the main structure, exclusive of one (1) story open porches, basements, and garages, shall be not less than 2200 square feet, or, if such structure is a two (2) story dwelling, not less than 1700 square feet on the ground floor and not less than 500 square feet on the second floor.

3. Other Structures: No more than one (1) outbuilding no larger than 12 X 16 feet, or 192 square feet shall be erected on any Lot, with the exception that absolutely no outbuildings will be allowed on Lots 2, 15, 16 or 17. The construction of any outbuilding must conform with the frame portion of the dwelling and appearance, i.e. materials, color, roofing, etc. No sheet metal buildings are allowed on any Lot, with the exception that these types of structures would be allowed on Lots 5, 6, 8, 10, and 11, if the outbuilding is obscure of all other building sites.

4. Garages and Driveways: No dwellings shall have less than a full-size two car garage, nor more than a three car attached garage on the main level. Each dwelling may additionally have (not to exceed) a two car garage on the lower level. All driveways and vehicle parking areas shall be hard-surfaced with asphalt, brick, or concrete. No gravel or stone driveway is permitted, except, on Lots where the front of the house is at least 150 feet from the front property line. In homes where this is the case, then only the front 75 feet from the road shall be required to be hard surface, and the remainder could be gravel or stone.

5. Construction Requirements: All dwellings 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 developers assigns. The developer may require changes to be made to the house/floorplans, exterior finish and/or repositioning of the proposed dwelling on any Lot within Wolf Laurel.

b. Exterior building material shall be limited to brick, stone, painted or stained wood, approved wood replacement products and/or logs. However, no log homes shall be allowed on Lots 2, 15, 16 or 17. No vinyl or metal siding shall be allowed, however, vinyl and/or metal soffit and fascia are acceptable.

c. Factory built homes equal to or better may be constructed after careful evaluation by developer. An evaluation fee may be required by the developer. All factory built homes must be comply with the above standards, and all other standards within these covenants and restrictions.

d. Each dwelling shall have an engraved stone of cast metal address block installed on the front of the dwelling. Each address block shall include the numerical address and street name. Each house shall have the same mailbox and post. The mailbox and post shall be determined by the developer.

e. Constructions of in-dwellings shall be completed within one (1) year of the start of construction.

6. 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 of the City of Martinsville. 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 Wolf Laurel shall be permitted to be subdivided in order to create an additional building site.

7. 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. 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.

8. 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.

9. Ditches and Swales and Erosion Control: It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch, swal or natural valley swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the owner of any Lot to establish as needed and to maintain all erosion control on his or her respective Lot.

10. Drilling: No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil, water or natural gas shall be erected, maintained or permitted on any Lot.

11. Energy Conservation Equipment: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure.

12. Fences: Walls, dog runs, animal pens or fences of any kind shall not be permitted on any Lot except landscape fences no more than two (2) feet high. Nothing in this restriction shall supercede any fence which may be required by ordinance, statute or law. Developer shall erect a split rail fence with ground cover landscape at entry and will involve Lots 2 and 17. After January 1, 2010, any repair or replacement cost of split rail fence shall be shared equally by all eighteen Lot Owners.

13. Firearms: The discharge of firearms within the properties is prohibited. The term "firearms" includes bows and arrows, slingshots "BB" guns, pellet guns, and other firearms of all types, regardless of size.

14. Rules Governing Building on Several Contiguous Lots having One Owner: Whenever two or more contiguous Lots shall be owned by the same Person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, Lot Owner shall comply with all government requirements.

15. Air Cooling Units: Air cooling units or other like utilities that are outside of the residential structure must be located at the side or rear of the home. No window air conditioning units may be installed on any Lot.

16. Animals and Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets not to exceed a total of two (2) may be permitted on a Lot. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Lot, be confined on a leash or restricted by underground invisible fence.

17. Antennas: No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Properties, including any Lot. Except the owner may install a satellite dish no greater in size than 18" in diameter so long as they are on the side or rear of a Dwelling Unit or screened from the street view.

18. Artificial Vegetation, Exterior Sculpture, and Similar Items: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved by developer.

19. Outside Lighting: Developer shall provide outside curbside type lights for the owners of Lots 2, 4, 8, 9, 12, 13, 14, 16, and 17 only. The lights shall be installed at Developer's direction.

20. Business Use: No trade or business may be conducted in or from any Lot, except that an Owner or occupant of a Lot may conduct business activities within the Unit so long as:

- a. the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit;
- b. the business activity conforms to all zoning requirements for the Properties;
- c. the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and
- d. the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

21. Clothesline, Garbage Cans, Tanks, Etc.: All clothes, sheets, blankets, rugs, laundry clotheslines, garbage cans, mechanical equipment and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All fuel storage tanks outside a Dwelling Unit shall be installed below the surface of the ground. All rubbish, trash and garbage shall be stored in appropriate containers and placed on street only on collection days. No Owner shall burn or permit burning out-of-doors of garbage or other refuse.

22. Ground Elevations and Erosion Control: It shall be the Lot owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as required by any controlling government requirement.

Finished grading of all yards must be completed within 15 days after the dwelling is constructed, weather permitting, and all yards must be seeded or sodded with grass within 10 days after the completion of finish grading, weather permitting. Wood areas, not disturbed, may be left in a natural state, if there is no erosion caused by the building process.

23. Maintenance of Lots and Improvements: It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Each Owner shall:

- (i) Mow the Lot at such times as may be reasonably required in order to keep

the grass no longer than five inches and prevent the unsightly growth of vegetation and noxious weeds;

- (ii) Remove all debris or rubbish;
- (iii) Prevent the existence of any other condition that detracts from the aesthetic appearance of the Real Estate;
- (iv) Cut down and remove dead trees, excepting the natural woods of lots over one acre where there is no danger of encroachment of a joining house.
- (v) Where applicable, prevent debris and foreign material from entering drainage areas; and
- (vi) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

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 moved and maintained by the Developer, mowing pertaining to grass areas. If sold lots are not maintained, the Developer shall have the option to mow the property and charge the owner a fee.

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.

24. 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 in a garage. No inoperative or unlicensed vehicles shall be parked or repaired on any lot or on the driveways thereof. No vehicles shall be parked on street more than 72 hours within a 30 day period.

25. Prohibition of Used Structures: All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

26. Quiet Enjoyment: No portion of the properties shall be used, in whole or in part, for the storage or any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb

the peace, quite, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance to be made on his or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way obnoxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties.

27. Sight Distance at Intersections: All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

28. Swimming Pools: Swimming pools must have the approval of the developer before any work is undertaken. No above ground swimming pools shall be allowed, provided nothing herein shall preclude installation and use of hot tubs, spas, Jacuzzis or similar apparatus with prior approval. Permanent backyard pools will be approved by the developer only after careful consideration of the potential effect of such a pool in neighboring properties. An application for the construction of a swimming pool will not be considered unless the application is accompanied by an application for acceptable fence or other safety protection and landscape approval. The design of such fence shall conform to county or municipal regulations for such fencing. Use of plantings in the vicinity of the proposed pool may be required to soften the effect of sound and required pool fencing or adjacent properties.

29. Tennis Courts, Racquetball Courts, Paddle Ball Courts, Basketball Goals etc: Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational or sporting facilities will be approved by the developer only after thorough consideration of the potential effect of such a structure or use in neighboring properties. The developer will not approve non-baffled lights courts or facilities. An application for the construction of any such facility will not be considered unless the application is accompanied by an application for acceptable landscape design approval. It is recommended that such landscape shall blend in with the surrounding properties and soften the effect on adjacent properties.

All basketball backboards or any other fixed frames and play structures shall be located behind the rear foundation line of the main structure and within Lot set-back lines unless otherwise approved by the developer.

30. Tents, Trailers and Temporary Structures: Except as may be needed during initial construction with the Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot. Notwithstanding the above, party tents or similar temporary structures may be erected for special events for a period of not longer than 48 hours.

31. Tree Removal: No more than 50% of eight inch and larger trees shall be removed, except for diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons.

32. Utility Lines: No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.


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

B. Sewage Disposal System: The sewage disposal system which will be in place for all Lots within Wolf Laurel Subdivision, is a low pressure sewage grinder system. The State of Indiana has pre-approved a particular grinder pump in which each homeowner must have installed. The pre-approved pump is a TRST System Model Number HPGA200M2-2 230 volts single phase grinder pump, with connection package. Each homeowner must have a grinder pump installed, however, they do not have to use this particular model. However, any model in which the homeowner would use other than the above referenced model must receive pre-approval from the State of Indiana prior to its installation. Said approval must be submitted to developer for verification.

The grinder pump will connect to a 2 inch low pressure common force main of the City of Martinsville. Said force main is installed with the connection point in place for each Lot. Owner may install an equal or better compatible grinder system, however, any system installed must meet all government rules and regulations of all governmental entities.

C. Annexation Agreement: All lot owners, their heirs, assigns and successors, shall take title to their lots subject to the future plans of the City of Martinsville 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 Martinsville.

Dated: 7-20-04

  
Morgan-Mark Too, L.L.C.  
Theron A. Arnold  
Managing Member



1/24/13  
2/2/13

(4)

AMENDED COVENANTS AND RESTRICTIONS OF WOLF LAUREL  
SUBDIVISION SECTION I

I, **Theron A. Arnold**, in his capacity as managing member and registered agent respectfully for Morgan-Mark Too, LLC, an Indiana Limited Liability Company, and **Larry and Lana Miller**, all owners of real estate known as Wolf Laurel, Section I, a residential subdivision consisting of 18 Lots, numbered 1 -- 18 inclusively, and located within Washington Township, Morgan County, Indiana, and as shown on plat recorded in the office of the Morgan County Recorder, under Instrument No. 200410911, and execute these Amended Covenants and Restrictions of Wolf Laurel Subdivision, Section 1, and amend the original Covenant and Restrictions of Wolf Laurel Subdivision, Section 1, which were recorded in the office of the Morgan County Recorder under Instrument No. 200410911, and now dedicates these Amended Covenants and Restrictions to run with the land.

1. Land Use: All lots herein are for residential use only, limited to one (1) single family dwelling per lot and other out buildings for larger lots as approved by developer.

2. Dwelling, Quality and Size: The ground floor of the main structure, exclusive of one (1) story open porches, basements, and garages, shall be not less than 2200 square feet, or, if such structure is a two (2) story dwelling, not less than 1700 square feet on the ground floor and not less than 500 square feet on the second floor.

3. Other Structures: No more than one (1) outbuilding no larger than 18' x 24' of ground floor living area and behind the residential house shall be erected on any Lot, with the exception that absolutely no outbuildings will be allowed on Lots 2, 15, 16 or 17. The construction of any outbuilding must conform with the frame portion of the dwelling and appearance, i.e. materials, color, roofing, etc. No sheet metal buildings are allowed on any Lot, with the exception that these types of structures would be allowed on Lots 8, 10, and 11, if the outbuilding is obscure of all other building sites.

4. Garages and Driveways: No dwellings shall have less than a full-size two car garage, nor more than a three car attached garage on the main level. An exception shall be, however, allowed for Lots 8, 10, and 11, which will allow for additional garages, as these particular lots are larger in size. However, along with these exceptions for these noted lots, not more than three garage space doors shall face the front of the road. More garages may be added upon condition that the garage doors are not visible from the public road. Each dwelling may additionally have (not to exceed) a two car garage on the lower level. All driveways and vehicle parking areas shall be hard-surfaced with asphalt, brick, or concrete. No gravel or stone driveway is permitted, except, on Lots where the front of the house is at least 150 feet from the front property line. In homes where this is the case, then only the front 75 feet from the road shall be required to be a hard surface, with the remainder gravel or stone.



5. Construction Requirements: All dwellings 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 developers assigns. The developer may require changes to be made to the house/floorplans, exterior finish and/or repositioning of the proposed dwelling on any Lot within Wolf Laurel.

b. Exterior building material shall be limited to brick, stone, painted or stained wood, approved wood replacement products and/or logs. However, no log homes shall be allowed on Lots 2, 15, 16 or 17. No vinyl or metal siding shall be allowed, however, vinyl and/or metal soffit and fascia are acceptable.

c. Factory built homes equal to or better may be constructed after careful evaluation by developer. An evaluation fee may be required by the developer. All factory built homes must be comply with the above standards, and all other standards within these covenants and restrictions.

d. Each dwelling shall have an engraved stone of cast metal address block installed on the front of the dwelling. Each address block shall include the numerical address and street name. Each house shall have the same mailbox and post. The mailbox and post shall be determined by the developer.

e. Constructions of in-dwellings shall be completed within one (1) year of the start of construction.

6. 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 of the City of Martinsville. 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 Wolf Laurel shall be permitted to be subdivided in order to create an additional building site.

7. 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. 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.

8. 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.

9. Ditches and Swales and Erosion Control: It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch, swal or natural valley swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the owner of any Lot to establish as needed and to maintain all erosion control on his or her respective Lot.

10. Drilling: No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil, water or natural gas shall be erected, maintained or permitted on any Lot.

11. Energy Conservation Equipment: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure.

12. Fences: Walls, dog runs, animal pens or fences of any kind shall not be permitted on any Lot except landscape fences no more than two (2) feet high. Nothing in this restriction shall supercede any fence which may be required by ordinance, statute or law. Developer shall erect a split rail fence with ground cover landscape at entry and will involve Lots 2 and 17.

13. Firearms: The discharge of firearms within the properties is prohibited. The term "firearms" includes bows and arrows, slingshots "BB" guns, pellet guns, and other firearms of all types, regardless of size.

14. Rules Governing Building on Several Contiguous Lots having One Owner: Whenever two or more contiguous Lots shall be owned by the same Person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, Lot Owner shall comply with all government requirements.

15. Air Cooling Units: Air cooling units or other like utilities that are outside of the residential structure must be located at the side or rear of the home. No window air conditioning units may be installed on any Lot.

16. Animals and Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets not to exceed a total of two (2) may be permitted on a Lot.

No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Lot, be confined on a leash or restricted by underground invisible fence.

17. Antennas: No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Properties, including any Lot. Except the owner may install a satellite dish no greater in size than 18" in diameter so long as they are on the side or rear of a Dwelling Unit or screened from the street view.

18. Artificial Vegetation, Exterior Sculpture, and Similar Items: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved by developer.

19. Outside Lighting: Developer shall provide outside curbside type lights for the owners of Lots 2, 4, 8, 9, 12, 13, 14, 16, and 17 only. The lights shall be installed at Developer's direction.

20. Business Use: No trade or business may be conducted in or from any Lot, except that an Owner or occupant of a Lot may conduct business activities within the Unit so long as:

- a. the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit:
- b. the business activity conforms to all zoning requirements for the Properties:
- c. the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and
- d. the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

21. Clothesline, Garbage Cans, Tanks, Etc.: All clothes, sheets, blankets, rugs, laundry clotheslines, garbage cans, mechanical equipment and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All fuel storage tanks outside a Dwelling Unit shall be installed below the surface of the ground. All rubbish, trash and garbage shall be stored in appropriate containers and placed on street only on collection days. No Owner shall burn or permit burning out-of-doors of garbage or other refuse.

22. Ground Elevations and Erosion Control: It shall be the Lot owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as required by any controlling government requirement.

Finished grading of all yards must be completed within 15 days after the dwelling is constructed, weather permitting, and all yards must be seeded or sodded with grass within 10 days after the completion of finish grading, weather permitting. Wood areas, not disturbed, may be left in a natural state, if there is no erosion caused by the building process.

23. Maintenance of Lots and Improvements: It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Each Owner shall:

- (i) Mow the Lot at such times as may be reasonably required in order to keep the grass no longer than five inches and prevent the unsightly growth of vegetation and noxious weeds;
- (ii) Remove all debris or rubbish;
- (iii) Prevent the existence of any other condition that detracts from the aesthetic appearance of the Real Estate;
- (iv) Cut down and remove dead trees, excepting the natural woods of lots over one acre where there is no danger of encroachment of a joining house.
- (v) Where applicable, prevent debris and foreign material from entering drainage areas; and
- (vi) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

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, mowing pertaining to grass areas. If sold lots are not maintained, the Developer shall have the option to mow the property and charge the owner a fee.

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.

24. 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 in a garage. No inoperative or unlicensed vehicles shall be parked or repaired on any lot or on the driveways thereof. No vehicles shall be parked on street more than 72 hours within a 30 day period.

25. Prohibition of Used Structures: All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

26. Quiet Enjoyment: No portion of the properties shall be used, in whole or in part, for the storage or any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance to be made on his or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way obnoxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties.

27. Sight Distance at Intersections: All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

28. Swimming Pools: Swimming pools must have the approval of the developer before any work is undertaken. No above ground swimming pools shall be allowed, provided nothing herein shall preclude installation and use of hot tubs, spas, Jacuzzis or similar apparatus with prior approval. Permanent backyard pools will be approved by the developer only after careful consideration of the potential effect of such a pool in neighboring properties. An application for the construction of a swimming pool will not be considered unless the application is accompanied by an application for acceptable fence or other safety protection and landscape approval. The design of such fence shall conform to county or municipal regulations for such fencing. Use of plantings in the vicinity of the proposed pool may be required to soften the effect of sound and required pool fencing or adjacent properties.

29. Tennis Courts, Racquetball Courts, Paddle Ball Courts, Basketball Goals etc: Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational or sporting facilities will be approved by the developer only after thorough consideration of the potential effect of such a structure or use in neighboring properties. The developer will not approve non-battled lights courts or facilities. An application for the construction of any such facility will not be considered unless the application is accompanied by an application for acceptable landscape design approval. It is recommended that such landscape shall blend in with the surrounding properties and soften the effect on adjacent properties.

All basketball backboards or any other fixed frames and play structures shall be located behind the rear foundation line of the main structure and within Lot set-back lines unless otherwise approved by the developer.

30. Tents, Trailers and Temporary Structures: Except as may be needed during initial construction with the Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot. Notwithstanding the above, party tents or similar temporary structures may be erected for special events for a period of not longer than 48 hours.

31. Tree Removal: No more than 50% of eight inch and larger trees shall be removed, except for diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons.

32. Utility Lines: No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

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

B. Sewage Disposal System: The sewage disposal system which will be in place for all Lots within Wolf Laurel Subdivision, is a low pressure sewage grinder system. The State of Indiana has pre-approved a particular grinder pump in which each homeowner must have installed. The pre-approved pump is a TRST System Model Number HPGA200M2-2 230 volts single phase grinder pump, with connection package. Each homeowner must have a grinder pump installed, however, they do not have to use this particular model. However, any model in which the homeowner would use other than the above referenced model must receive pre-approval from the State of Indiana prior to its installation. Said approval must be submitted to developer for verification.

The grinder pump will connect to a 2 inch low pressure common force main of the City of Martinsville. Said force main is installed with the connection point in place for each Lot. Owner may install an equal or better compatible grinder system, however, any system installed must meet all government rules and regulations of all governmental entities.

C. Annexation Agreement: All lot owners, their heirs, assigns and successors, shall take title to their lots subject to the future plans of the City of Martinsville 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 Martinsville.

Dated: 3-2-2006

Theron A. Arnold pro.  
Morgan-Mark Too, L.L.C.  
Theron A. Arnold,  
Managing Member

Larry Miller

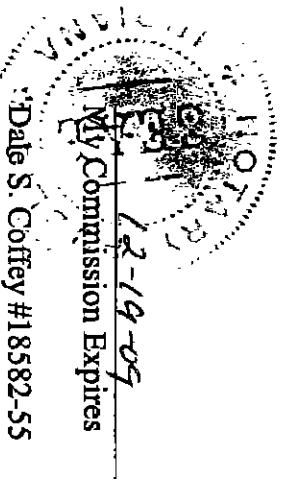
Lana Miller  
Lana Miller

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State personally appeared Theron A. Arnold, Managing Member for Morgan-Mark Too, L.L.C., and Larry Miller and Lana Miller, who acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal, this 8<sup>th</sup> day of March, 2004.

Rita J. Haddock  
Notary Public  
Printed: RITA J. HADDOCK  
Resident of Morgan County, IN



Dale S. Coffey #18582-55  
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