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ROLLING VISTA ESTATES COVENANTS AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in ROLLING VISTA ESTATES, shall take title subject to the following covenants and restrictions and shall be bound thereby.

1. Architectural Control Committee. An Architectural Control Committee shall review and approve all plans for the construction of residential dwelling houses, accessory buildings and all other structures to promote harmony of design and compatibility with existing structures. The committee also shall approve any technical variation or exception from any construction requirements. The committee shall approve soil and erosion control guidelines which must be adhered to by the lot owners, their builders, contractors and subcontractors. The committee shall initially consist of at least (2) developer's representatives. The developer (Environmental Development Corporation and its successors) shall make all appointments until all lots are sold in all present and subsequent sections of Rolling Vista Estates Subdivision. Thereafter, the committee shall consist of five (5) resident owners, which shall be elected annually by all lot owners.
2. Architectural Design. All buildings, walls, fences and all other structures are subject to the approval of the Architectural Control Committee. No building, wall, fence or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans, and specifications have been submitted to the Architectural Control Committee 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. In the event the committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications have been submitted to it, then such plans and specifications will be considered approved.
3. Land Use. All lots herein are for residential use only, limited to one single family dwelling per lot.
4. Street Dedication. All areas shown and designated as streets if not heretofore dedicated, are hereby dedicated to the public.
5. Building Location. No building shall be located on any lot nearer to the front lot line, or nearer to the side lot line, or nearer to the rear lot line than the setback lines per Morgan County zoning ordinances and this plat. For the purpose of the covenant eaves, steps, and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating an additional building site is prohibited.
6. Dwelling Size. No dwelling shall exceed three (3) stories in height. An attached private garage for at least two (2) cars must be included. The ground floor of the dwelling structure, exclusive of porches, balconies and garages, shall not be less than one-thousand eight hundred (1800) square feet for a one-story dwelling nor less than one-thousand six hundred-fifty (1650) square feet for a dwelling of more than one-story.
7. Construction Requirements.
 - a. Overhang (eaves) shall be a minimum of twelve (12) inches beyond any exterior wall finish.
 - b. If the roof is a hip type then a minimum of 5/12 pitch shall be used. If the roof is to be a gable type then a minimum of 8/12 pitch shall be used.
 - c. Exterior of all dwellings shall be full brick. Soffit, fascia, and gable materials and colors shall be subject to approval by the Architectural Control Committee. No log cabins, modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.

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- d. An address stone is to be placed on the front brick exterior of all homes. The location and type of stone subject to approval by the Architectural Control Committee.
- e. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation or as determined by the Architectural Control Committee, considering specific lot characteristics.
- f. All driveways and sidewalks are to be of concrete, a minimum of four (4) inches thick. The location and elevation shall be subject to approval by the Architectural Control Committee. Driveways must be maintained in good repair by the lot owners.

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DESCRIPTION OF ROLLING VISTA ESTATES

A part of the West Half of the Southwest Quarter of Section 10, Township 13 North, Range 2 East, Morgan County, Indiana, described as follows:

Beginning at the stone which marks the northwest corner of the above captioned West Half; thence South no degrees 02 minutes 41 seconds West (assumed bearing), with the west line of said West Half, 1376.03 feet to the northerly right-of-way line of State Highway No. 144, Proj. No. MARS 5455 (2); thence, with the northerly right-of-way line of the highway, along a curve to the right having a radius of 53774.79 feet and a chord bearing South 69 degrees 43 minutes 56 seconds East 39.03 feet, an arc distance of 39.83 feet; thence, continuing with said right-of-way line, South 69 degrees 42 minutes 40 seconds East 65.70 feet; thence North no degrees 02 minutes 41 seconds West 76.14 feet; thence North 88 degrees 10 minutes 19 seconds East 1241.64 feet to the east line of the West Half of the Southwest Quarter; thence, with said east line, North no degrees 01 minutes 58 seconds East 1341.79 feet to the northeast corner of said West Half; thence, with the north line of said West Half, South 88 degrees 04 minutes 56 seconds West 1342.52 feet to the Point of Beginning and containing 41.398 acres, more or less.

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9. Three (3) trees of the type, size and location subject to approval by the Architectural Control Committee shall be provided and maintained in the front yard of each dwelling. If the dwelling is on a corner lot, five (5) trees are required. In addition, four (4) Shiner Blue Spruce shall be planted and maintained at the rear of the lot. Owners shall replace any such tree that is diseased, dying or dead. The tree requirement may be excused or changed by the Architectural Control Committee to accommodate lots that are wooded.

h. Landscaping proposals for All lots must be submitted and subject to approval by the Architectural Control Committee.

1. All construction, finish grading, sidewalks and landscaping to be completed within six (6) months of the start of the construction, acts of God and unusual weather or destruction of work in progress excepting.

j. All owners and their builder/contractors shall be responsible for and maintain the job site in a reasonable sightly order, containing all trash and debris within the lot and properly disposed of or removed. Owner and their builder/contractors shall register and obtain from the Architectural Control Committee a copy of Rolling Vista Estates plat and covenants and restrictions.

k. All owners and their builder/contractors shall be responsible for and repair or restore any damage during construction whether or not inadvertent or unavoidable including but not limited to curbs, sidewalks, gutters, street, storm drainage area, utilities or other improvement.

l. All lot owners shall be fully responsible for providing proper erosion control on their lot. In the event proper erosion control is not maintained, the lot owner shall be responsible for any and all damages incurred by the Developer (Environmental Development Corporation and its successors) and the Home Owners Association. The Developer and the Architectural Control Committee shall have the right to notify the lot owner of specific erosion problems and to assess damages from this. The lot owner is responsible for the acts of any builder, contractor or subcontractor doing work on the owners lot. Standards for erosion control shall be set by the Architectural Control Committee.

m. All lot owners, for the good of the community, will maintain their lots in good condition to the curb line of the street.

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

9. Drainage Easements. Areas designated as drainage easements on this 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 of the drainage easement area is the responsibility of the lot owner.

10. Vehicle Parking. No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot. Licensed and operating vehicles (of the kind and nature described above) may be parked on a lot provided it is screened in such a way that it is not visible to the occupants of the adjacent lots. No vehicle of any kind shall be parked on the street or private driveway except for a reasonable length of time. The Architectural Control Committee shall determine what is acceptable screening and shall determine what is a reasonable length of time.

11. Storage and Refuse Disposal. No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including recreational vehicles, boats, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary uniaal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning will be allowed.

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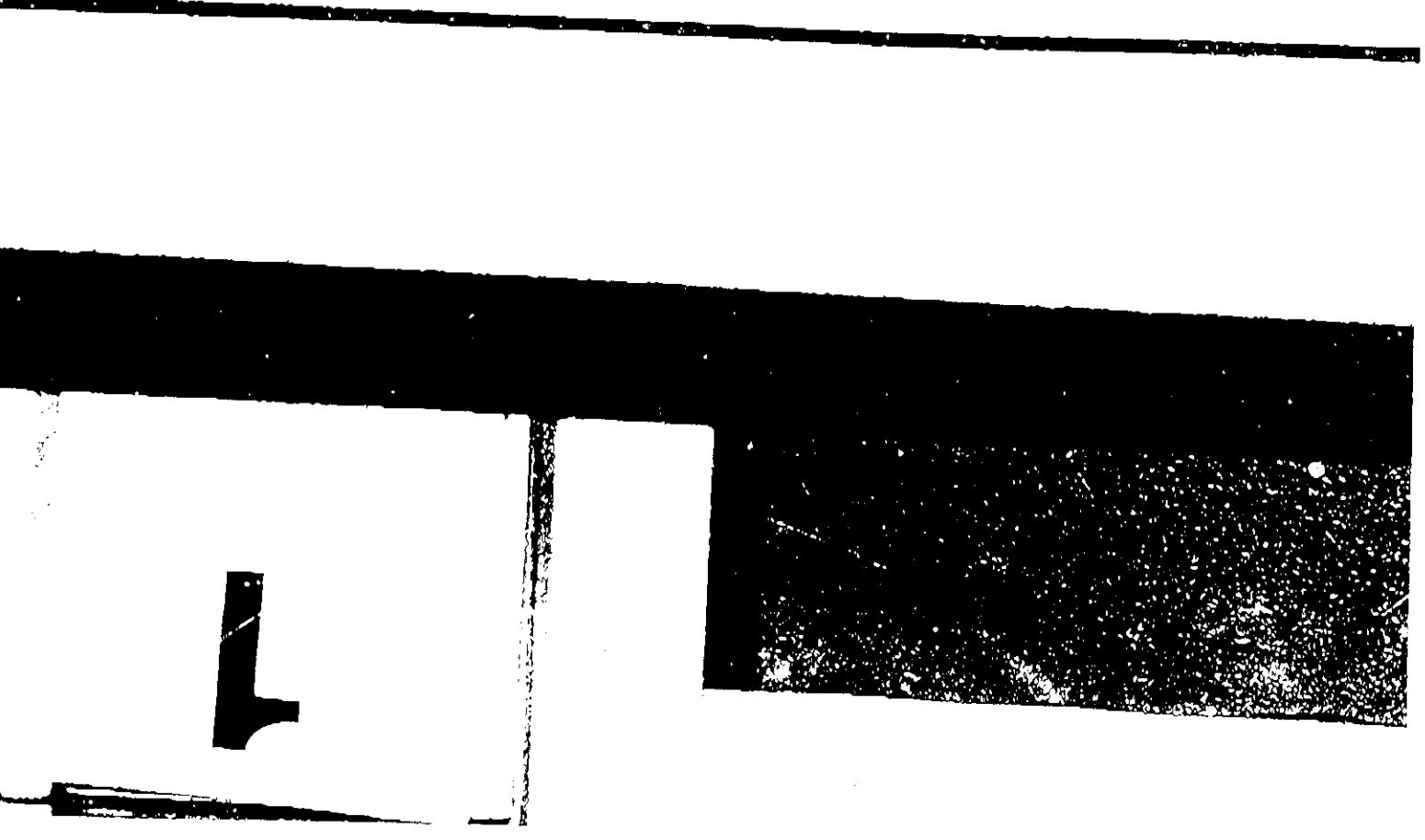
11. Storage and Refuse Disposal. No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including recreational vehicles, boats, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning will be allowed.
12. Vacant Lot Maintenance. Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation allowed to grow in excess of twelve (12) inches in height. Unsold lots shall be mowed and maintained by the developer. If sold lots are not mowed and 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.
13. Business Use. No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.
14. Auto Mechanics. Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall

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- 15. 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.
- 16. Storage Tanks. No bulk storage tanks of any kind shall be allowed.
- 17. Utility/Storage Buildings. No utility building, barn or accessory building of any kind will be permitted on any lot. Gazebo type structures will be permitted if approved by the Architectural Control Committee.
- 18. Fences. No fence shall be erected until approval is obtained from the Architectural Control Committee as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for fences of a decorative type, provided such fence has been approved by the Architectural Control Committee. All fences shall be maintained in good repair by lot owners.
- 19. Animals. Lot owners shall not keep, breed or raise any animal for commercial purposes. Lot owners shall be allowed three (3) total of either dogs, cats, or other household pet. No lot owner shall be allowed to keep, breed or raise livestock, hogs or poultry. All animals shall be restricted to owner's property unless the animal is on a leash accompanied by an adult. Any technical variation or exception to this restriction shall be subject to the approval of the Architectural Control Committee.
- 20. Pools. No above ground type pool will be permitted.
- 21. Mailboxes. Architectural Control Committee shall specify and determine location of all mailboxes.
- 22. Basketball Goals. Type and location of basketball goals are subject to approval by the Architectural Control Committee.
- 23. Signs. No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the developer while lots are being sold.
- 24. Lake Maintenance. The lake shall be for the sole benefit and use of the following described lot owners, namely the owners of lots numbered 16 through and including lot 23, lots 50, 51 and 52 and lots 58 through and including lot 65. No other lot owners in this subdivision will be allowed access to the lake. Each of the lots through their respective owners shall be responsible for 1/19th of the cost of maintaining and repairing the common lake area and dam. The lake and dam shall be maintained in accordance with sound engineering and ecological practice. In the event that the owners of said lots shall disagree as to the method or manner in which any such repairs or maintenance should be made, or if there is a disagreement regarding whether any maintenance is required, or in the event that any other questions or problems arise with regard to said lake, then such matter shall be resolved in conformity with the decision of the majority of said owners of the lot with each lot having one vote through its ownership. This covenant shall be binding upon the respective lot owner, their executors, heirs and assigns.
- 25. Docks. All dock location, type and size shall be specified and subject to approval by the Architectural Control Committee. All approved docks must be maintained in good condition by property owner.
- 26. Watercraft. All watercraft allowed on lake shall be subject to approval by the Architectural Control Committee. All approved watercraft must be maintained in good condition by property owner.
- 27. Sanitary Sewer Requirements and Fees. All lot owners shall be required to tap on to the sanitary sewer system. All owners of lots, excluding the Developer (Environmental Development Corporation and its successors), shall be required to pay an availability fee to the utility on a monthly basis along with the initial tap fee of _____. The availability fee will be the minimum fee charged monthly to all users of the sanitary sewer system. Upon the failure of any lot owner to pay any of the aforementioned sanitary sewer fees the owner of the system shall be responsible for the

29. Enforcement.

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- 28. Water Utility Requirements and Fees. All lot owners shall be required to tap on to the water lines, excluding the Developer (Environmental Development Corporation and its successors) and to pay all required fees including a tap fee to the water utility company. In the event the water utility changes service territory and refunds said fee to the lot owner the monies shall then be given to the Developer as an offset to Developer's construction cost.

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29. Enforcement. Enforcement of the Rolling Vista Estates Covenants and Restrictions set out in this Agreement shall be by proceeding at law instituted by the Developer as shown on the plat of record, the owner of any lot of record or the Architectural Control Committee with any of these entities having the right to bring the action against a violating party. The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five years from date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a majority of lot owners of this section. After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owner's and the owner will be allowed one vote for each lot owned. Invalidation of any covenant or restrictions herein by judgment, Court Order or otherwise shall not effect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title.

Any person, partnership, Corporation, or other legal entity violating or attempting to violate any covenant or restrictions 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 Architectural Control Committee 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. These covenants and restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the Developer or other expense in bringing the legal action including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall attached to and to be a lien upon any real estate owned by the defendant in this subdivision in the event of and adverse judgment in favor of the plaintiff and against the defendant lot owner. Included in the damages which shall be recoverable under this section to the Developer, other lot owners and the Architectural Control Committee will be the monies expended by the Developer, lot owners or Architectural Control Committee in curing the violation or time and expenses which accrue in bringing an action to cure the violation.

DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned, ENVIRONMENTAL DEVELOPMENT CORPORATION, owners of said property, this 10th day of MAY, 1993.

Christopher M. Crouch, President *Alan Deerwester, Sec.*
Christopher M. Crouch, President Alan Deerwester, Secretary

State of Indiana)
County of Morgan)

Before me, the undersigned, a Notary Public, personally appeared Christopher M. Crouch and Alan Deerwester, officers of Environmental Development Corporation, and acknowledged the execution of this instrument to be their voluntary act and deed.

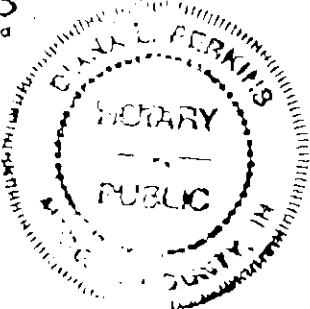
Witness my Hand and Seal this 10th day of MAY, 1993.

Diana L. Perkins
Signed Notary Public

DIANA L. PERKINS
Printed or Typed

Resident of Morean County.

My Commission Expires MAY 26, 1996



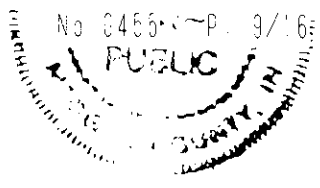
ASSOCIATION

All of the owners of the Real Estate whether legal or equitable, shall be members of an Association (which can be unincorporated or incorporated at the discretion of the membership) such association to be known as the Rolling Vista Estate Homeowner's 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

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All of the owners of the Real Estate whether legal or equitable, shall be members of an Association (which can be unincorporated or incorporated at the discretion of the membership) such association to be known as the Rolling Vista Estate Homeowner's 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 situated in the subdivision including, but not limited to the payment of taxes and insurance thereof and repair, replacement, maintenance of common areas including lighting, sidewalks and curbs and other common areas including the cost of labor, equipment, materials and management and supervision thereof.

1. Membership. The membership shall exist for each ownership of a lot in the subdivision. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number of form of tenancy. Purchasers on contract "Equitable Owners" shall be entitled to the membership rather than the Developer. The Developer shall have one membership for each lot which is not sold.
2. Basis and Amount of Annual Assessments. The initial annual assessment shall be in the sum of \$75.00 per each lot sold by the developer, its representatives or assigns, regardless of whether the sale is by land contract or Deed. The payment shall be due on an annual basis starting on the 2nd day of August, 1993 and continuing on this annual anniversary date the assessment shall be levied against each lot sold by the developer. The money shall be paid to the treasurer of the Rolling Vista Estates Homeowner's Association. In no event shall any assessment or charge or special assessment provided below be levied against or be due from the developer.
3. 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 personal property related thereto, provided any such assessments shall add the affirmative approval of two-thirds of the votes of all voting members who are voting in person or by proxy at a meeting



The Director shall be responsible for setting all meetings, payment of all maintenance charges on common areas, maintaining the records for the Association, maintaining all financial records and accounting for all monies, for collection of dues, for entering into contracts for work in any common area, for recording liens, and taking care of all of the other business of the Association. The Director shall also be responsible for creating by-laws and rules for governing the Association and meetings of the Association. The Secretary of the Association shall also maintain a minute book of all proceedings and keep all records of the Association meetings, business and financial dealings.

12. Annual Meetings. The annual meeting of the Association shall be at 7:00 P.M. on the last Wednesday in January unless otherwise established by the directors. The first annual meeting shall be in the year 1994. Notice of the time, date and place shall be mailed by regular mail to all owners of parcels in Rolling Vista Estates according to the records of the Morgan County Auditor. Other special meetings may be called by the directors or upon a request of 20% of the membership with said meeting to take place within 15 days from the request.

1993

[Handwritten signature]

PART OF THE W 1/2, S T 13 N, R 2 E, MORGAN	
	ROLLING VISTA
	HOLLOWAY & MOORESV
	DATE: MARCH 22, 19
FILE NO.: 16-93	

1 9

15:00
1/10/05
16:00

9491314

BOOK 25 PAGE 524

AMENDMENT TO COVENANTS AND RESTRICTIONS
OF
ROLLING VISTA ESTATES

WHEREAS, the undersigned are the owners of all lots of Rolling Vista Estates, Sections 1 and 11, subject to the covenants and restrictions as set forth in the plat recorded in Deed Record 360, page 192, in the Office of the Recorder of Morgan County, Indiana, and;

WHEREAS, the owners desire to amend certain of the covenants and restrictions;

The parties do, therefore, amend the covenants and restrictions as found on the plat recorded at Deed Record 360, page 192, in the following particulars:

Paragraph 6, Dwelling Size, should read as follows:

"6. Dwelling Size. No dwelling shall exceed three (3) stories in height. An attached private garage for at least two (2) cars must be included. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall not be less than one-thousand eight hundred (1800) square feet for a one-story dwelling nor less than one-thousand three hundred-fifty (1350) square feet for a dwelling of more than one-story with a minimum of 2200 square feet total."

Paragraph 7c, Construction Requirements, shall read as follows:

"7c. Exterior of all dwellings shall be brick on main level. Soffit, fascia, and gable materials and colors shall be subject to approval by the Architectural Control Committee. No log cabins, modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab constructions will be allowed."

All other covenants and restrictions to remain in full force and effect as originally recorded.

BOOK 125 PAGE 525

✓
M.L. ANDERSON CONSTRUCTION, INC.

By Monty L. Anderson President
(Printed Name and Title) Monty L. Anderson President
Owner of Lot 16
Rolling Vista Estates

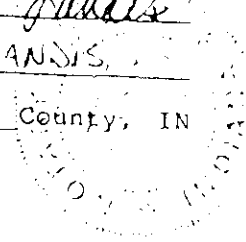
STATE OF INDIANA)
)SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State,
personally appeared MONTY L ANDERSON, the
PRESIDENT of M.L. Anderson Construction, Inc.,
who acknowledged execution of the foregoing Amendment on behalf
of M.L. Anderson Construction, Inc., and who, having been duly
sworn, stated that the representations therein contained are
true.

Witness my hand and Notarial Seal this 27th day of
JANUARY, 1994.

(Signature) Rebecca A. Landis
(Printed) REBECCA LANDIS
Resident of JOHNSON County, IN

My Commission Expires:
2.19.95



BOOK 25 PAGE 526

✓
P.A.M.
CLASSIC HOMES, INC.

By *Pamela Herrington, President*
PAMELA HERRINGTON

(Printed Name and Title) President
Owner of Lot 15
Rolling Vista Estates

STATE OF INDIANA)
)SS:
COUNTY OF MORCAN)

Before me, a Notary Public in and for said County and State,
personally appeared Pamela Herrington, the
President P.A.M. of Classic Homes, Inc., who
acknowledged execution of the foregoing Amendment on behalf of
Classic Homes, Inc., and who, having been duly sworn, stated that
the representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of
January



(Signature) *Karen S. McCrary*
(Printed) Karen S. McCrary
Resident of Morgan, County, IN

My Commission Expires:
November 11, 1995

BOOK 15 PAGE 527

Tod W Thompson
TOD W. THOMPSON ✓

Amy B Thompson
AMYB. THOMPSON ✓

Owners of Lot 6
Polling Vista Estates

STATE OF INDIANA)
)SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Tod W. Thompson and AmyB. Thompson, who acknowledged execution of the foregoing Amendment and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 28 day of JANUARY, 1994.



(Signature) Karen S McCreary

(Printed) KAREN S McCREARY

Resident of Morgan County, IN

My Commission Expires:

NOVEMBER 11, 1995

BOOK 135 PAGE 528

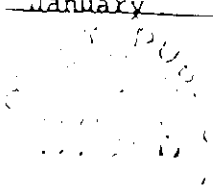
J
ENVIRONMENTAL DEVELOPMENT CORPORATION

By Christopher M. Crouch, President
CHRISTOPHER M. CROUCH, President
Developer and Owner of all Lots of
Rolling Vista Estates not set forth
above

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State,
personally appeared Christopher M. Crouch, the President of
Environmental Development Corporation who acknowledged execution
of the foregoing Amendment on behalf of Environmental Development
Corporation, and who, having been duly sworn, stated that the
representations therein contained are true.

Witness my hand and Notarial Seal this 26th day of
January, 1994.



(Signature) Judith L. St. John
(Printed) Judith L. St. John
Resident of Morgan County, IN

My Commission Expires:
June 7, 1995

RECEIVED
JAN 31 1994
Foley, St. John & Peden
60 East Morgan Street
Martinsville, IN 46151

This instrument prepared by: Ralph M. Foley, Attorney at Law.
FOLEY, FOLEY & PEDEN
60 East Morgan Street
Martinsville, Indiana 46151