ROLLING VISTA ESTATES COVENANTS AND RESTRICTIONS

1. Architectural Control Committee. An Architectural Control Committee shall review and approve all plans for the construction of residential dwelling units, accessory buildings and all other structures to promote harmony of design and compatibility with the rolling terrain. The committee shall also approve any technical variation of exception from any construction requirements. The committee shall be comprised of the following: the owners of two (2) or more units; the Architect and Architect's subject to the approval of the Architectural Control Committee.

2. Architectural Design. All buildings, walls, fences, and all other structures are subject to the approval of the Architectural Control Committee. If not constructed, altered or otherwise altered in conformance with these standards, the Architectural Control Committee will be responsible for any non-conformity.

3. Lot Lines. All lots herein are for residential use only, limited to one single family dwelling per lot.

4. Street Decoration. All areas shown and described shall be open 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 as shown on the Plat and plat.

6. Dwelling Size. No dwelling shall extend more than 20 feet in any direction, except that private garages shall be included.

7. Construction Materials. All dwellings shall be full brick. Soffit, fascia, and gable materials and colors shall be subject to the approval of the Architectural Control Committee.

8. Storage. All additions or extensions shall be approved by the Architectural Control Committee.

9. Three (3) two-car garages shall be provided. If the three (3) units be more than two (2) stories high, the Architect is subject to the approval of the Architectural Control Committee.

10. All lot lines and property lines shall be shown on the scale plan and shall be shown in the event of any lot being sold by the owner.

11. All plans, specifications, and elevations shall be approved by the Architectural Control Committee.
b. If the roof is a hip type then a section of 5/12 pitch shall be used. If the roof is to be a gable type then a section of 8/12 pitch shall be used.

c. Exterior of all dwellings shall be full brick. Soffit, fascia, and cable material and colors shall be subject to approval by the Architectural Control Committee. All 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.

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 lot 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.

DESCRIPTION OF ROLLING VISTA ESTATES

A part of the West Half of the Southwest Quarter of Section 28, 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 90 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. HAMS 5455 (2); thence, with the northerly right-of-way line of the highway, along a curve to the right having a radius of 5374.79 feet and a chord bearing South 09 degrees 43 minutes 56 seconds East 39.93 feet, an arc distance of 39.83 feet; thence, continuing with said right-of-way line, South 89 degrees 42 minutes 40 seconds East 65.70 feet; thence North 02 minutes 41 seconds West 16.14 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 00 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 Po' t of Beginning and containing 41.398 acres, more or less.
TRICTIONS

1. In ROLLING following hereby, 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) Shiner Blue Spruces shall be planted and maintained in the rear of the lot. Owners shall approve any such trees that are diseased, dying, or dead. The tree requirement may be exempted or changed by the Architectural Control Committee to accommodate lots that are wooded.

2. Landscaping proposals for all lots must be submitted and approved by the Architectural Control Committee.

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

4. All owners and their builder/contractors shall be responsible for clearing the site in a reasonable time, and no debris within the lot and properly disposed of or removed. Owners and their builder/contractors shall register and obtain from the Architectural Control Committee a copy of Rolling Vista Estates plot and covenants and restrictions.

5. All owners and their builder/contractors shall be responsible for not allowing or permitting any cause during construction whether or not notifiable or unavoidable including but not limited to curbs, sidewalks, gutters, streets, storm drainage areas, utilities or other improvement.

6. All lot owners shall be fully responsible for maintaining proper erosion control on their lot. In the event proper erosion control is not maintained, the lot owner shall be responsible for any and all damages incurred by the Developer and the Homeowners Association. The Architectural Control Committee shall have the right to notify the lot owner of specific erosion problems and give the lot owner the opportunity to notify the developer.

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

8. Utility easements. Areas designated as utility easements on site plan 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 pipes and laterals, electric lines, telephone lines and coaxial television lines, not including street and drainage control, and telephone and cable companies. No structures, buildings, or other improvements shall be erected on or maintained within such areas.

9. Drainage easements. Areas designated as drainage easements on site plan are dedicated as easements for drainage of such areas and drainage shall not be restricted or maintained within the drainage easement area.

10. Vehicle Parking. No unlicensed or inoperative vehicles of any kind including boats, trucks, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or otherwise described above may be parked on a lot provided it is in the occupants of the lot. No vehicle of any kind shall be parked on the street or private driveway except as required by the Architectural Control Committee. The Architectural Control Committee shall determine that it is acceptable to the Architectural Control Committee.

11. Storage and Refuge Disposal. No outside storage of equipment, materials, supplies, debris and unlicensed or licensed boats, trailers, motorcycles or any other motorized or non-motorized equipment shall be permitted. Trash, garbage containers, and all equipment for the storage of such materials shall be kept in a clean and orderly condition. No storage or refuge disposal shall be kept in a clean and orderly condition.

12. Soffit, subject to modifications. Any one. No exterior subject to modifications.

13. Storage and Refuge Disposal. No outside storage of equipment, materials, supplies, debris and unlicensed or licensed boats, trailers, motorcycles or any other motorized or non-motorized equipment shall be permitted. Trash, garbage containers, and all equipment for the storage of such materials shall be kept in a clean and orderly condition. No storage or refuge disposal shall be kept in a clean and orderly condition.

14. Nuisance, to permit to any act or act.

15. Storage To be allowed.

16. Utility/Street access. All lots are to be served by the Architectural Control Committee.

17. Acess/Street access. All lots are to be served by the Architectural Control Committee.

18. Property line. All lots are to be served by the Architectural Control Committee.

19. Property line. All lots are to be served by the Architectural Control Committee.

20. Property line. All lots are to be served by the Architectural Control Committee.

21. Property line. All lots are to be served by the Architectural Control Committee.

22. Property line. All lots are to be served by the Architectural Control Committee.

23. Property line. All lots are to be served by the Architectural Control Committee.

24. Property line. All lots are to be served by the Architectural Control Committee.

25. Property line. All lots are to be served by the Architectural Control Committee.

26. Property line. All lots are to be served by the Architectural Control Committee.

27. Property line. All lots are to be served by the Architectural Control Committee.
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.

Storage and Refuge Disposal. No outside storage of equipment, materials, supplies, debris and unlicensed or improperly parked vehicles, including recreational vehicles, boats, trailers, motorcycles or any other motorized or unmotorized equipment shall be permitted. Trash, garbage containers, All equipment for the storage of such materials, incinerators or trash burning will be allowed.

Vacant Lot Maintenance. Vacant lots shall be maintained in the following manner: No trash shall be allowed to accumulate or vegetation allowed to grow in excess of twelve inches in height. Unsold lots shall be cared for and maintained by the developer. If sold lots are not cared for or maintained, the developer shall have the option to remove the same and charge the owner a reasonable fee.

Business Use. No marina or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.

Auto Mechanics. Except for minor or routine repair and maintenance of the owner's personal vehicles, no welding, restoration, recreation, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be allowed.

AUNITED STATES

A Quarter of Section 10, County, Indiana, described by:
	northwest corner of the
	no degree 02 minutes 41

to west line of said East 69

west line of said State 2(

thence, with the

y, along a curve to the

t, a chord bearing South 69

feet, an arc distance of

five of Way line. South

east line; thence North one

feet; thence North 88

feet to the east line of

thence, with said east

East 134.79 feet to

with the north line

56 seconds West containing 41.398 acres.
The document appears to be a legal or legal-like document, possibly containing rules or guidelines for a specific area. Here is a transcribed version of the text:

1. Submittal and Control Committee:
   - The Submittal and Control Committee will be responsible for the review of any plans submitted to the Committee.
   - Any work not approved by the Submittal and Control Committee will not be allowed.

2. Zoning:
   - The Zoning Committee will determine the zoning of the property.
   - Any changes or additions to the property will require approval from the Zoning Committee.

3. Enforcement:
   - Violators of the rules may be subject to fines or other penalties.
   - The Zoning Committee will enforce the rules and penalties.

4. Maintenance:
   - The property must be kept in a good and neat condition.
   - Any violations of the maintenance rules may result in fines or other penalties.

5. Landscaping:
   - Landscaping must be approved by the Submittal and Control Committee.
   - Any changes to the landscaping must be approved by the Committee.

6. Utilities:
   - All utilities must be connected and operate properly.
   - Any issues with utilities must be reported to the Submittal and Control Committee.

7. Parking:
   - Vehicles must be parked in designated areas.
   - No vehicles may be parked on the street.

8. Garbage:
   - Garbage must be disposed of properly.
   - Garbage bins must be kept clean and well-maintained.

9. Silent Hours:
   - Silent hours must be observed from 10 PM to 8 AM.
   - Violation of the silent hours may result in fines or other penalties.

10. Quiet Hours:
     - Quiet hours must be observed from 10 PM to 8 AM.
     - Violation of the quiet hours may result in fines or other penalties.

11. No Trespassing:
     - Trespassing is prohibited on the property.
     - Any violations of the no trespassing rule may result in fines or other penalties.

12. Property Maintenance:
     - The property must be maintained in a good and neat condition.
     - Any violation of the property maintenance rules may result in fines or other penalties.

13. No Swimming:
     - Swimming is prohibited in the lake.
     - Any violation of the no swimming rule may result in fines or other penalties.

14. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

15. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

16. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

17. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

18. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

19. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

20. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

21. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

22. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

23. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

24. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

25. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

26. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

27. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

28. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

29. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.

30. No Soliciting:
     - Soliciting is prohibited on the property.
     - Any violation of the no soliciting rule may result in fines or other penalties.
26. Watercrafts. All watercrafts allowed on lots shall be subject to approval by the Architectural Control Committee. All approved watercrafts 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 $250.

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 fees of the sanitary sewer system (Sanitec, Inc. and its successors) shall have the right to place a lien in the amount owed along with other legal means for collection of all bills, costs, penalties, interest and attorney fees. Any fee not paid within 30 days from the first day of the month shall be considered delinquent.

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 fees to the lot owner the monies shall then be given to the Developer as an offset to Developer's construction cost.

All of equitable, incoporated
estate farms.

The provisions of the agreement relating to subdivision of the real property interests, use and sale of subdivision and interest therein, and reorganization of common areas, shall be interpreted in accordance with the applicable laws and regulations. The following is a summary of the key points:

1. Members of a lot in the association shall be entitled to the association's benefits.

2. Basis for assessment is the development of the subdivision, including all common areas.

3. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

4. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

5. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

6. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

7. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

8. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

9. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

10. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

11. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

12. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

13. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

14. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

15. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

16. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

17. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

18. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

19. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

20. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

21. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

22. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

23. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

24. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

25. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

26. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

27. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

28. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

29. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

30. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

31. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

32. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

33. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

34. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

35. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

36. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

37. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

38. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

39. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

40. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

41. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

42. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

43. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

44. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

45. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

46. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

47. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

48. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.

49. Special assessments for the association shall be assessed on a pro rata basis, based on the value of the lot.

50. The association shall have the right to sell and assign its interest in the common areas and future sale of lots.
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 or the plot of record, the owner of any lot or 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 shall be binding on all parties and all persons claiming ownership or interest 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 the lot owners of this section. After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owners and the owner shall be allowed one vote for each lot owned. Invalidation of any covenant or restrictions herein by judgment, Court Order shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or revocation of title.

Any person, partnership, Corporation, or other legal and violations or attempting to violate any covenant or restrictions set out herein shall be subject to damages for the violation or the cost of any action to enjoin the violation including attorney fees. The Developer, Homeowner or Architectural Control Committee for the violation. Any violation or attempted violation may also be enjoined through injunctive relief to protect the respective owners of the 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 expert in bringing the legal action including all attorney fee, and plaintiff's attorney's fees and other trial fees, and all attached and to be a lien upon any real estate owned by the defendant in this subdivision and in the event of an adverse judgment in favor of the plaintiff and against the defendant lot owner included to the developer, lot owners and the Architectural Control Committee will be the proceeds expended by the developer, lot owners or Architectural Control Committee in curing the violation or time and expense which accrue in bringing an action to enjoin the violation.

Developed Certification and Disposition

This necessary statement of dedication, installation, restrictions, and conditions to run with the land, shown herein, is hereby so declared and executed by the undersigned, ENVIRONMENTAL DEVELOPMENT

CHRISTOPHER R. FITZGERALD, PRESIDENT

Assistant to the President

MADE MAY 22, 1993

[Signature]

[Signature]

ANN L. PERKINS

Printed Name of Signatory

All of the owners of the Real Estate whether legal or equitable, shall be members of an Association (which can be incorporated or incorporated into) such Association to be known as the Rolling Vista Homesowners Association.

The purpose of the Association and all assessments levied by the Association shall be for the purpose of preserving the preservation and conservation of the environment of the
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 Estates Homeowners 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 purposes 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 repairs, replacement, maintenance of common areas including lighting, sidewalks and curbs and other common areas including the cost of labor, equipment, materials 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 forms 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. Delta 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, 1953 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 Homeowners Association. In no event may any assessment be charged 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 to 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 fixtures 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 directors shall be responsible for setting and maintaining the records for the Association, estimating all costs, for collection of fees, 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 directors shall also be responsible for keeping by-laws and rules for governing the Association and deciding the matters of the Association. The Secretary of the Association shall keep all records of the Association meetings, business and financial dealings.

12. Annual Meeting. The annual meeting of the Association shall be at 9:00 A.M. on the last Saturday in January unless otherwise established by the directors. The first annual meeting shall be in the year 1974. 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 on an request of 25% of the membership with said request being to take place within 30 days from the request.
AMENDMENT TO COVENANTS AND RESTRICTIONS
OF
ROLLING VISTA ESTATES

WHEREAS, the undersigned are the owners of all lots of
Rolling Vista Estates, Sections I and II, 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 restric-
tions 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 attach-
ed 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, facia, 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 build 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.
M.L. ANDERSON CONSTRUCTION, INC.

By

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

STATE OF INDIANA)
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 C. Fontes
(Printed) Rebecca C. Fontes
Resident of Johnson County, IN

My Commission Expires:

2/19/95
STATE OF INDIANA)
COUNTY OF MORGAN

Before me, a Notary Public in and for said County and State, personally appeared Pamela Herrington, the President 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] [Printed]
Karen S. McCravy
Resident of Morgan County, IN

My Commission Expires:
November 11, 1995
STATE OF INDIANA \\
COUNTY OF \\

Before me, a Notary Public in and for said County and State, personally appeared Tod W. Thompson and Amy S. 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 28th day of January, 1994.

(Signature) [Signature]
(Printed) KAREN S. HOLLEY
Resident of 

My Commission Expires: NOVEMBER 11, 1995
ENVIRONMENTAL DEVELOPMENT CORPORATION

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

STATE OF INDIANA

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


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

My Commission Expires: June 7, 1995

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