

ROLLING HILLS ESTATES - PHASE TV

INCLUDING A RESUBDIVISION OF LOT 17 IN ROLLING HILLS ESTATES WITHIN THE JURISDICTION OF THE TOWN OF DEMOTTE, KEENER TOWNSHIP, JASPER COUNTY, INDIA

LEGAL DESCRIPTION:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 31 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN IN KEENER TOWNSHIP, JASPER COUNTY, INDIANA, INCLUDING LOT 17 IN ROLLING HILLS ESTATES SUBDIVISION, AS PER PLAT THEREOF IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID ROLLING HILLS ESTATES SUBDIVISION; THENCE SOUTH 00°45'51" WEST, ALONG THE WEST LINE OF SAID ROLLING HILLS ESTATES SUBDIVISION, BEING THE WEST LINE OF THE EAST QUARTER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 1990.71 FEET; THENCE NORTH 89°12'35" WEST, A DISTANCE OF 596.64 FEET, TO A POINT ON THE EAST LINE OF A TRACT CONVEYED TO BERNARD J. AND GAYLE H. CRAIG IN DEED RECORD 206, PAGE 252 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, INDIANA; THENCE NORTH 00°56'42" EAST, A DISTANCE OF 596.64 FEET, TO A POINT ON THE WEST LINE OF SAID "CRAIG" TRACT AND EXTENSION THEREOF, A DISTANCE OF 610.05 FEET, TO A POINT ON THE WEST LINE OF THE NORTH LINE OF SAID "CRAIG" TRACT AND EXTENSION THEREOF, A DISTANCE OF 610.05 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH 07°02'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1503.28 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 89°10'47" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 998.03 FEET, TO THE POINT OF BEGINNING, CONTAINING 38.994 ACRES, MORE OR LESS, ALL IN KEENER TOWNSHIP, JASPER COUNTY, INDIANA.

DEED OF DEDICATION

IT, THE UNDERSIGNED, IRIS DEVELOPMENT, LLC, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DOES HEREBY CERTIFY THAT IT HAS LAID OFF, PLATTED AND SUBDIVIDED, AND DOES HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THE SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS ROLLING HILLS ESTATES - PHASE TWO, INCLUDING A RESUBDIVISION OF LOT 17 IN ROLLING HILLS ESTATES, A SUBDIVISION IN KEENER TOWNSHIP, WITHIN THE JURISDICTION OF THE TOWN OF DEMOTTE, JASPER COUNTY, INDIANA. ALL STREETS, ALLEYS AND PUBLIC USE PARCELS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC.

FRONT AND SIDE YARD BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREET THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

THERE ARE STRIPS OF GROUND AS SHOWN ON THIS PLAT AND MARKED "EASEMENT", RESERVED FOR THE USE OF PUBLIC UTILITIES, CABLE CABLES AND FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREBY RESERVED. NO TEMPORARY OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED ON ANY OF THESE STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES.

THE OWNERS OF THE HEREIN DESCRIBED REAL ESTATE (ROLLING HILLS ESTATES - PHASE TWO, INCLUDING A RESUBDIVISION OF LOT 17 IN ROLLING HILLS ESTATES) FOR HIMSELF AND ALL FUTURE OWNERS AND OCCUPANTS OF SAID REAL ESTATE, OR ANY PARCEL OR SUBDIVISION THEREOF, FOR AND IN CONSIDERATION OF THE RIGHTS TO DEVELOP THE REAL ESTATE FOR OTHER THAN AGRICULTURAL USES, HEREBY:

FIRST ACKNOWLEDGES AND AGREES THAT ROLLING HILLS ESTATES - PHASE TWO, INCLUDING A RESUBDIVISION OF LOT 17 IN ROLLING HILLS ESTATES, IS IN OR ADJACENT TO AN AREA ZONED FOR AGRICULTURAL USES, WHICH USES INCLUDE, BUT ARE NOT LIMITED TO, PRODUCTION OF CROPS, ANIMAL HUSBANDRY, LAND APPLICATION OF ANIMAL WASTE, THE RAISING, BREEDING, AND SALE OF LIVESTOCK AND POULTRY, INCLUDING CONFINEMENT FEEDING OPERATIONS, USE OF FARM MACHINERY AND SALE OF FARM PRODUCTS, SECOND, WAIVES ANY AND ALL OBJECTIONS TO ANY SUCH AGRICULTURAL USES ON ANY REAL ESTATE ZONED FOR SUCH USES WITHIN TWO HILES OF ANY BOUNDARY OF ROLLING HILLS ESTATES - PHASE TWO, INCLUDING A RESUBDIVISION OF LOT 17 IN ROLLING HILLS ESTATES, WHETHER SUCH USES CURRENTLY EXIST, ARE ENLARGED OR CHANGED IN USE IN THE FUTURE TO ANOTHER AGRICULTURAL USE;

THIRD, AGREES THAT SUCH AGRICULTURAL USES, WHETHER CURRENTLY EXISTING, OR HEREAFTER ESTABLISHED, ENLARGED, OR CHANGED, DO NOT CONSTITUTE A NUISANCE SO A LONG AS THEY ARE NOT REGULENTLY MAINTAINED, DO NOT CAUSE BODILY INJURY

COMMISSION CERTIFICATE FOR PRIMARY APPROVAL

POWER AUTHORITY PROVIDED BY THE INDIANA ADVISORY PLANNING LAW, I.C. 36-7-4, ENACTED BY THE GENERAL ASSEMBLY OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE TOWN COUNCIL OF INDIANA, THIS PLAT WAS GIVEN PRIMARY APPROVAL BY THE DEMOTTE ADVISORY PLAN COMMISSION AT A MEETING HELD ON 11/14/07 AT 10:00 A.M.

DEMOTTE ADVISORY PLAN COMMISSION

[Signature]
PRESIDENT

COMMISSION CERTIFICATE FOR SECONDARY APPROVAL

POWER AUTHORITY PROVIDED BY THE INDIANA ADVISORY PLANNING LAW, I.C. 36-7-4, ENACTED BY THE GENERAL ASSEMBLY OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE TOWN COUNCIL OF INDIANA, THIS PLAT WAS GIVEN SECONDARY APPROVAL BY THE DEMOTTE ADVISORY PLAN COMMISSION AT A MEETING HELD ON 11/14/07 AT 10:00 A.M.

DEMOTTE ADVISORY PLAN COMMISSION

[Signature]
PRESIDENT

PHILLIS L. LINDSE
RECORDER, JASPER CO., IN 1P
F 983489 P 6/293
BHM Date 08/30/2007 Time 14:18:47

TOWN COUNCIL CERTIFICATE

THIS PLAT WAS GIVEN APPROVAL BY THE TOWN COUNCIL OF THE TOWN OF DEMOTTE, INDIANA, AT A MEETING HELD ON 11/14/07 AT 10:00 A.M.

[Signature]
PRESIDENT

[Signature]
CLERK/TREASURER

SURVEYOR'S CERTIFICATE

I, KEVIN L. SAYERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA. I FURTHER CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE REAL ESTATE DESCRIBED THEREON AND THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND HAVE BEEN MEASURED AND FOUND TO BE IN ACCORDANCE WITH THE PLAT. I FURTHER CERTIFY THAT I AM A MEMBER OF THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS AND AM A LICENSED MEMBER OF THE SURVEYING AND MAPPING DIVISION OF THE INDIANA DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. FEDERAL INSURANCE ADMINISTRATION (FIA) DESCRIBED LAND IS NOT IN THE FLOOD HAZARD AREA, ZONE A, COMMUNITY PANEL NO. 180439 0001.

DATE: 11/14/07 2007

TURNING POINT SURVEYING, INC.

111

Duly Entered For Taxation
Subject To Plat



TWO

INDIANA

BY THE GENERAL ASSEMBLY OF THE
STATE OF INDIANA AT A MEETING HELD ON

BY THE GENERAL ASSEMBLY OF THE
STATE OF INDIANA AT A MEETING HELD ON

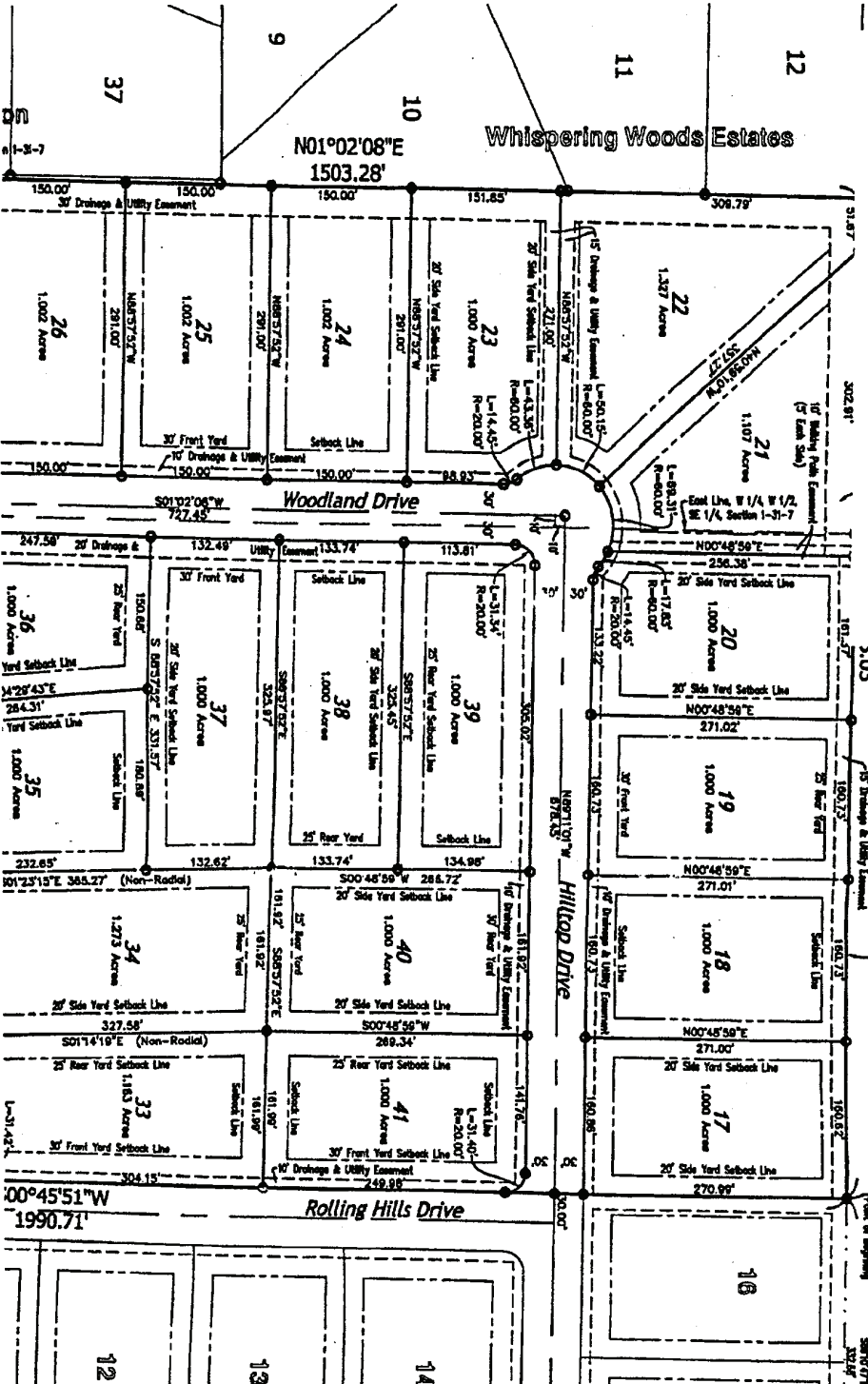
AT A MEETING HELD ON

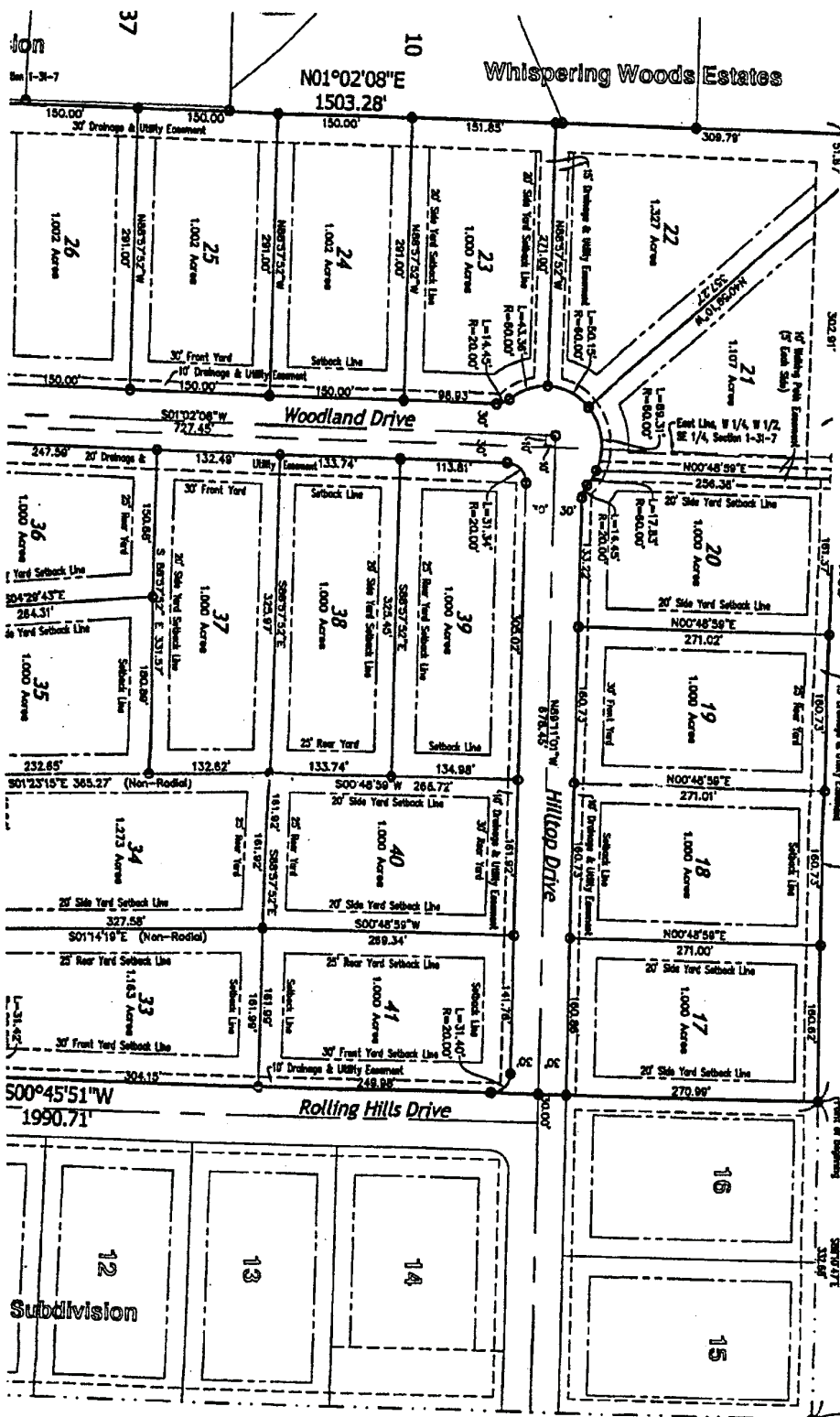
IN COMPLIANCE WITH THE
REQUIREMENTS OF THE
ACTS OF THE GENERAL ASSEMBLY OF THE
STATE OF INDIANA AT A MEETING HELD ON



Rolling Hills Estates Phase Two
FOR COMMENTANTS & RESTRICTIONS CONCERNING
THIS PLAT, SEE MISC. REC.157, P.247, Doc.No.98460,
RECORDED 09-04-07.

Rolling Hills Estates Phase Two
FOR AMENDMENT CONCERNING THIS PLAT, SEE MISC.
REC.157, P.269, Doc.No.98820,
RECORDED 09/21/2007





Rolling Hills Estates Phase Two
 FOR CONVEYANTS & RESTRICTIONS CONCERNING
 THIS PLAT, SEE MISC. REC.157, P.247, Doc.No.98460,
 RECORDED 09-04-07.

Rolling Hills Estates Phase Two
 FOR AMENDMENT CONCERNING THIS PLAT, SEE MISC.
 REC.157, P.469, Doc.No.98820,
 RECORDED 09/21/2007

1/4 Sec 1/4
 and 2, page 10)

293

17 South Halleck Street, Suite D, P.O. Box 472, DeMotte, Indiana 46310
 Phone: 219-987-8330 Fax: 219-987-8331 E-Mail: turningpoint@netnitco.net

TO THIRD PARTIES, OR DIRECTLY ENDANGER HUMAN HEALTH AND
FOURTH, AGREE THAT THIS COVENANT IS FOR THE BENEFIT OF THE TOWN OF DEPOTTE PLAIN COMMISSION AND ALL PERSONS
ENGAGED IN AGRICULTURAL USES WITHIN TWO MILES OF ANY BOUNDARY OF ROLLING HILLS ESTATES - PHASE TWO, INCLUDING A
RESUBDIVISION OF LOT 17 IN ROLLING HILLS ESTATES, AND IS ENFORCEABLE BY ANY OF THE FOREGOING.

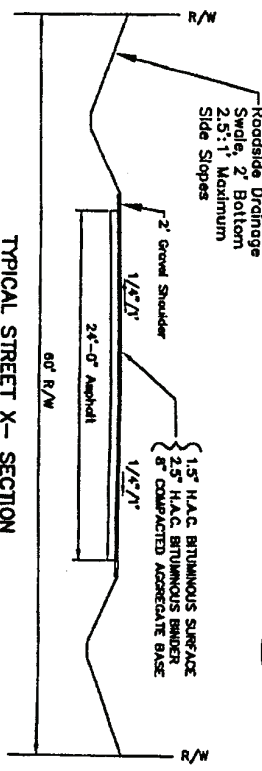
COVENANTS AND RESTRICTIONS PERTAINING TO THIS PLAT ARE RECORDED IN MISCELLANEOUS RECORD PAGE _____ IN THE
OFFICE OF THE RECORDER OF JASPER COUNTY, THE FOREGOING COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND AND
SHALL BE BINDING ON ALL PARTIES AND ALL PERSON CLAIMING UNDER THEM UNTIL
COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 100 YEARS UNLESS CHANGED BY
OR IN PART, INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS OR RESTRICTIONS, BY ADJOINT OR COESENT OWNERS, SHALL
IN NO WAY AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WITNESS OUR HANDS AND SEALS THIS 15th DAY OF August 2007

RHS DEVELOPMENT, LLC
[Signature]
ROBERT L. SCHULTZ, R. MANAGER

STATE OF INDIANA)
COUNTY OF JASPER)
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROBERT L. SCHULTZ,
JR., MANAGER ON BEHALF OF RHS DEVELOPMENT, LLC, ON THIS DATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING
INSTRUMENT AS HIS VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

NOTARY SIGNATURE: *[Signature]* COUNTY OF RESIDENCE: Jasper
NOTARY PRINTED NAME: Aimee Tillman COMMISSION EXPIRES: 6-19-2011

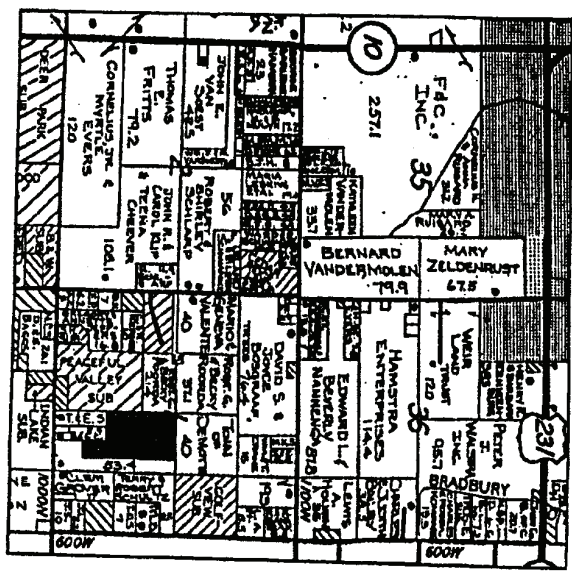


TYPICAL STREET X - SECTION
NOTE: ROAD TO BE CONSTRUCTED IN ACCORDANCE WITH "INDIANA DEPARTMENT OF TRANSPORTATION" - LATEST ISSUE.

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	141.22'	500.00'	1610°57'	71.08'	S82°40'23"W	140.75'
C2	287.17'	1000.00'	1627°13'	144.58'	N82°48'31"E	286.19'
C3	100.00'	339.75'	1631°51'	50.36'	S07°23'48"E	99.64'

- NOTES:
1. A 3/8" IRON BAR WITH ID CAP, EXISTS AT INTERIOR PROPERTY CORNERS AND AT ALL ANGLE POINTS THE EXTERIOR BOUNDARY OF THE SUBDIVISION, WHERE A MONUMENT DOES NOT EXIST. A HAG NAIL WITH ID TAG HAS BEEN USED WHERE MONUMENTATION IS REQUIRED IN THE STREET.
 2. THE PLAT OF SURVEYS ASSOCIATED WITH THIS SUBDIVISION ARE RECORDED IN PSF RECORD 6, PAF 177 AND 178 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, INDIANA.
 3. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN RESPONSIBLE CARE TO REBA EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW, KEVIN L. SAYERS

Subject To Final Acceptance For Transfer
AUG 3 0 2007
Kevin L. Sayers, R.S. #LS20200022
Auditor, Jasper County

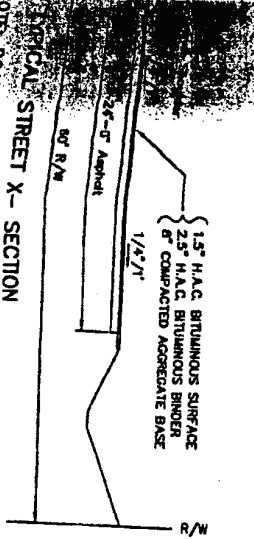


RES. WHETHER CURRENTLY EXISTING, OR HEREAFTER ESTABLISHED, ENLARGED, OR
 SO LONG AS THEY ARE NOT NEGLIGENTLY MAINTAINED, DO NOT CAUSE BODILY INJURY
 OR DEATH.

THE BENEFIT OF THE TOWN OF DEHOTTE PLAN COMMISSION AND ALL PERSONS
 WHOSE INTERESTS ARE COVERED BY THESE COVENANTS AND RESTRICTIONS, IN WHOLE
 OR IN PART, SHALL REMAIN IN FULL FORCE AND EFFECT.

IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROBERT L. SCHULTZ,
 F. L.L.C. ON THIS DATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING
 FOR THE PURPOSES THEREIN EXPRESSED.

DATE OF RECORD: August 20 2007



NOTE: ROAD TO BE CONSTRUCTED IN
 COORDINANCE WITH INDIANA DEPARTMENT
 OF TRANSPORTATION - LATEST ISSUE.

CURVE TABLE

DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
181°05'52"	71.08'	S82°40'23"W	140.75'
182°27'13"	144.58'	S87°24'41"W	280.75'

DATE: August 14 2007

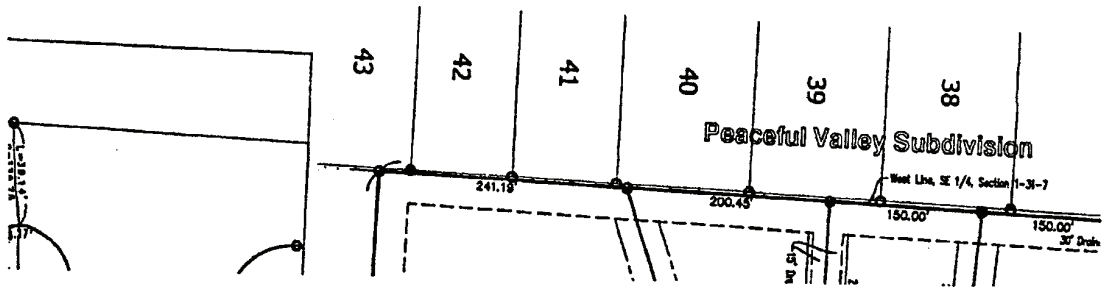
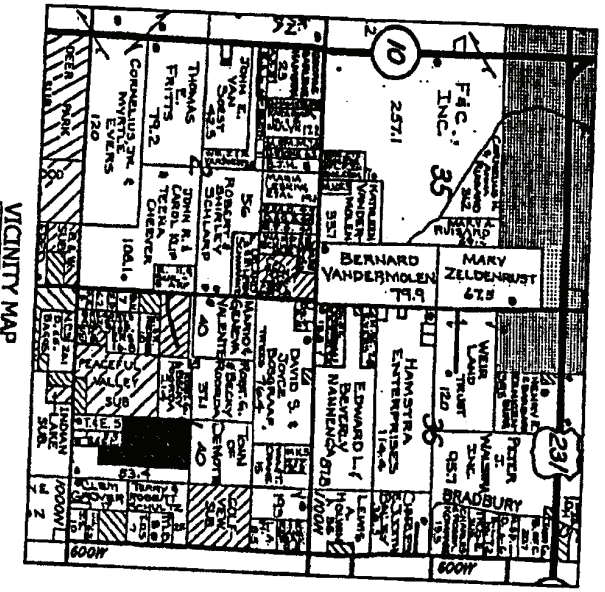
TURNING POINT SURVEYING, INC.

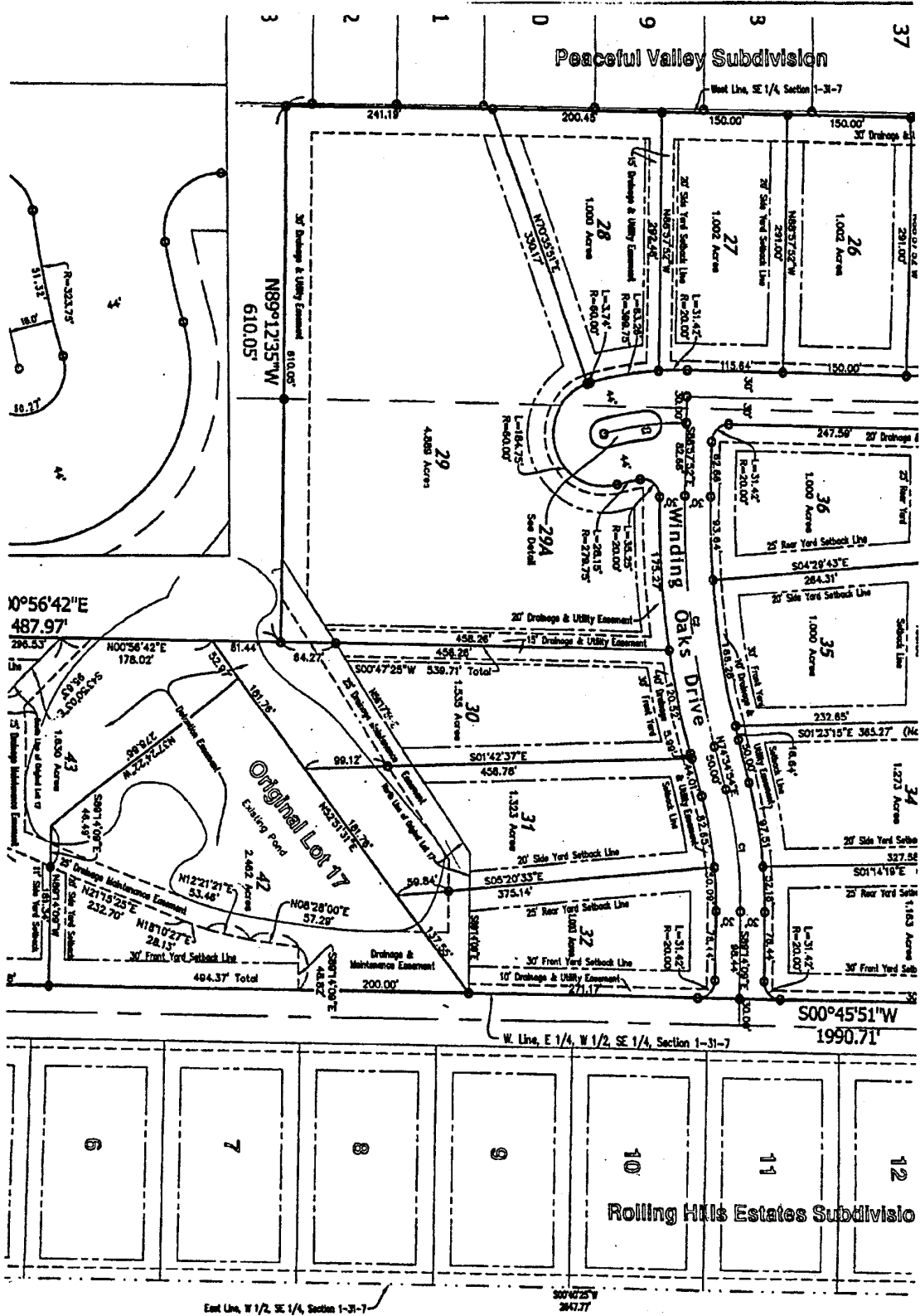
KEVIN L. SAYERS, RLS #LS20020022

Duly Entered For Testation
 Subject To Final
 Acceptance For Transfer
 AUG 30 2007
 Kevin L. Sayers
 Auditor, Jasper County



- NOTES:
- A 3/4" IRON BAR WITH ID CAP, EXISTS AT INTERIOR PROPERTY CORNERS AND AT ALL ANGLE POINTS ON THE EXTERIOR BOUNDARY OF THE SUBDIVISION, WHERE A MONUMENT DOES NOT EXIST. A TAG NAIL WITH I.D TAG HAS BEEN USED WHERE MONUMENTATION IS REQUIRED IN THE STREET.
 - THE PLAN OF SURVEY ASSOCIATED WITH THIS SUBDIVISION ARE RECORDED IN PSF RECORD 6, PAGES 177 AND 178 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, INDIANA.
 - I AFFIRM, UNDER THE PENAL TIES FOR PERJURY, THAT I HAVE TAKEN RESPONSIBLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW, KEVIN L. SAYERS





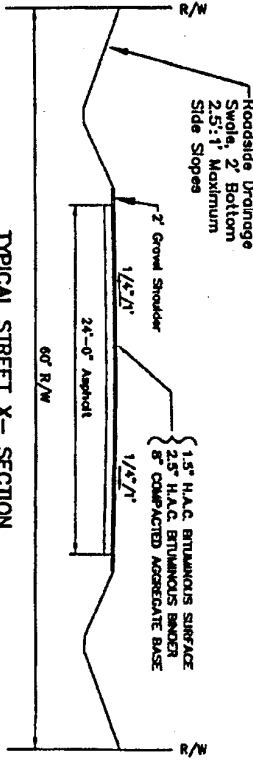
ING POINT SURVEYING, INC. 917 South Phone: 219-

WITNESS OUR HANDS AND SEALS THIS 15th DAY OF August 2007.

RHS DEVELOPMENT, LLC
 STATE OF INDIANA)
 COUNTY OF JASPER)
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROBERT L. SCHULTZ, JR., MANAGER ON BEHALF OF RHS DEVELOPMENT, LLC, ON THIS DATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

ROBERT L. SCHULTZ, JR., MANAGER
 STATE OF INDIANA)
 COUNTY OF JASPER)
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROBERT L. SCHULTZ, JR., MANAGER ON BEHALF OF RHS DEVELOPMENT, LLC, ON THIS DATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

NOTARY SIGNATURE: Janette Tillman COUNTY OF RESIDENCE: Jasper
 NOTARY PRINTED NAME: Janette Tillman COMMISSION EXPIRES: 8-19-2011



TYPICAL STREET X-SECTION
 NOTE: ROAD TO BE CONSTRUCTED IN ACCORDANCE WITH "INDIANA DEPARTMENT OF TRANSPORTATION" - LATEST ISSUE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
G1	141.22'	500.00'	161°05'7"	71.08'	S82°40'23"W	140.75'
G2	287.17'	1000.00'	162°7'13"	144.58'	N82°48'31"E	286.19'
G3	100.00'	338.75'	165°51'51"	50.36'	S07°23'48"E	99.64'

CLIENT: RHS Development, LLC
 3165 S. Hobbs Street
 Vanderburgh, Indiana 47310
 765-967-3700

JOB NO: 409-2006

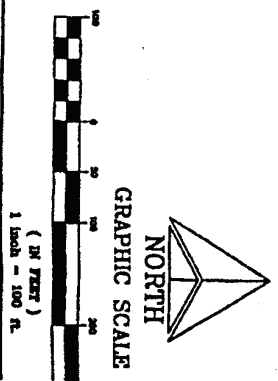
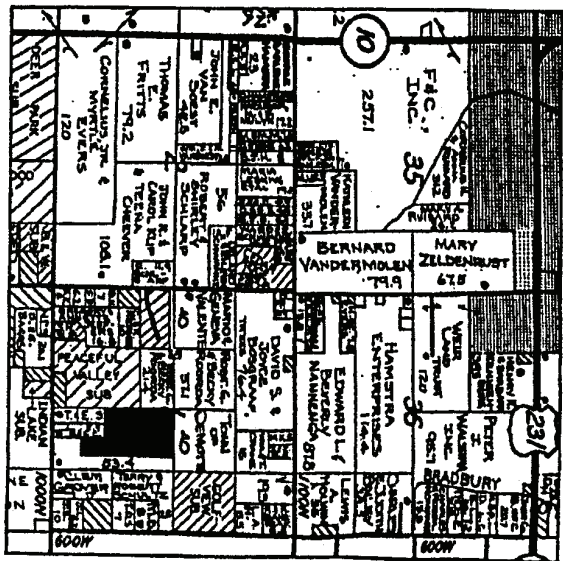
SCALE: 1" = 100'

REVISIONS:

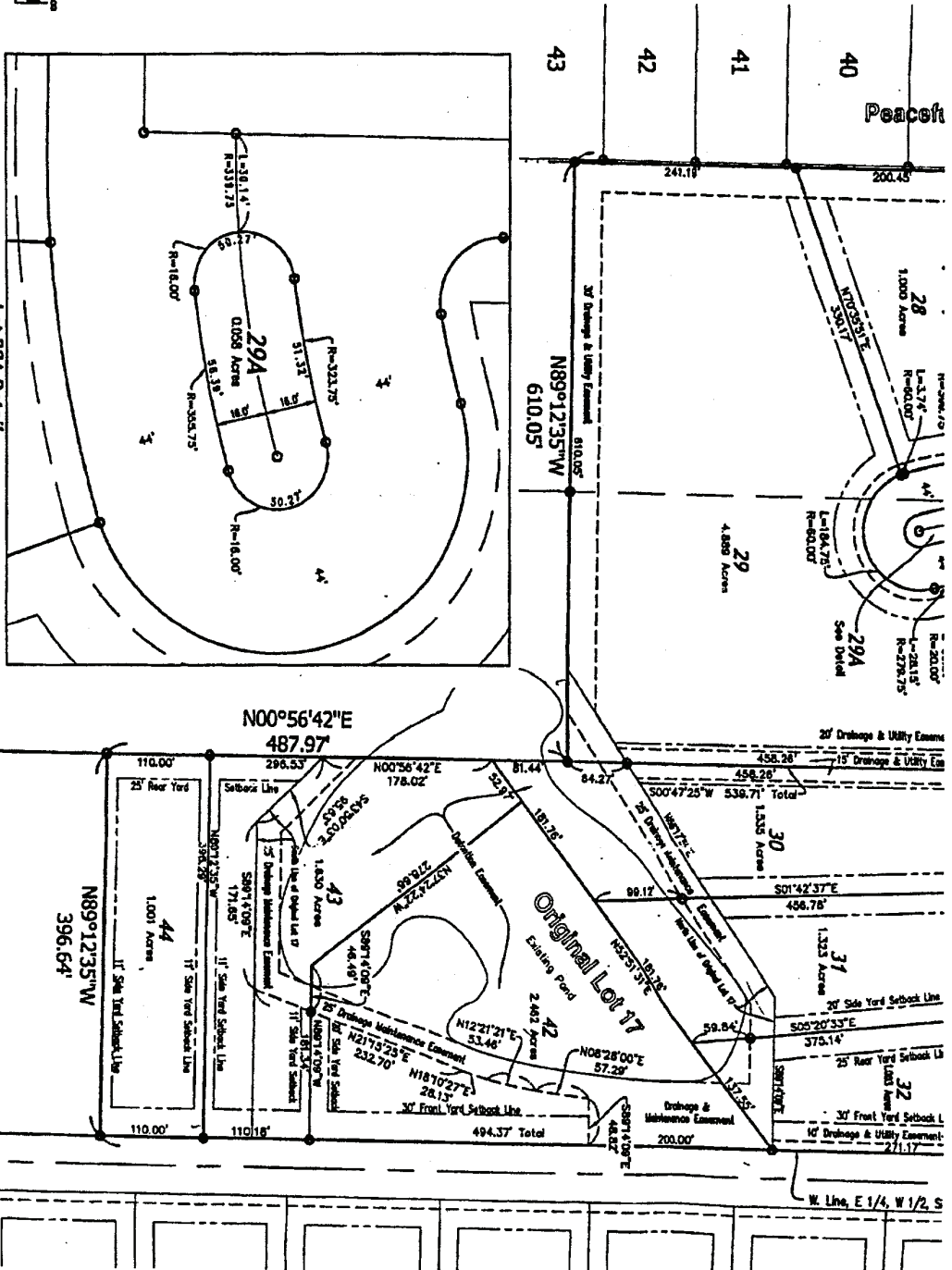
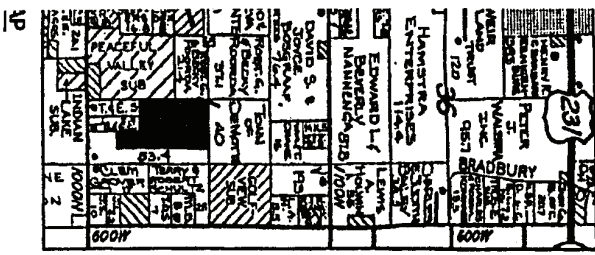
DATE: 08-19-2007

ROLLING HILLS ESTATES - PHASE TWO
 Including a Resubdivision of Lot 17 in Rolling Hills Estates
 Final Plat
 Pt. of the SE 1/4, Section 1-21-7, Delkotte, Kemper Twp., Jasper Co., IN

- THE PLAT OF SURVEYS ASSOCIATED WITH THIS SUBDIVISION ARE RECORDED IN PFR RECORD 6, PAGE 177 AND 178 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, INDIANA.
- I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN RESPONSIBLE CARE TO REAM EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW, KEVIN L. SAVERS

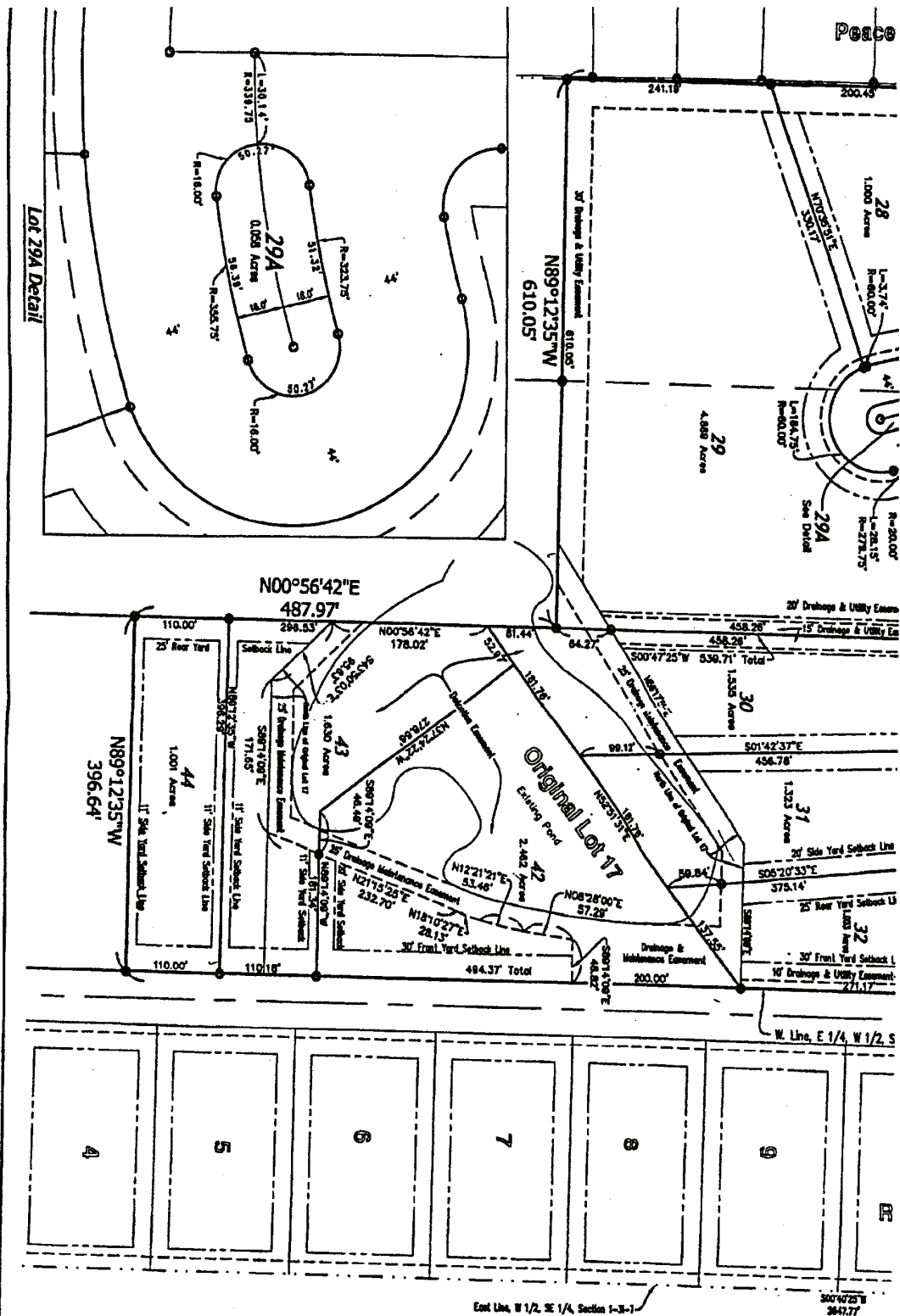


RECORDED IN PSF RECORD 6, PAGES 17, INDIANA.
 WHEN RESPONSIBLE CARE TO REDACT
 OURED BY LAW, KEVIN L. SAYERS



(IN PART)
 1 inch = 100 ft.

Lot 29A Detail



SHEET OF TURNING POINT SURVEYING

PHYLLIS L. LANOUE 8P
RECORDER, JASPER CO., IN
F 98468 MI 157/247
BAW Date 09/04/2007 Time 15:49:37

PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
ROLLING HILLS ESTATES, PHASE TWO
in
Keener Township, Jasper County, Indiana

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I the undersigned, Robert L. Schultz, Jr., hereby certify that I am the Manager of RMS Development, LLC, legal owner of the real estate shown and described on the plat identified as Rolling Hills Estates, Phase Two, recorded on 8-30, 20007 in the Office of the Recorder of Jasper County, Indiana, in P.S.F. Record 6 page 293, which real estate is located in Keener Township, Jasper County, Indiana, to wit:

Part of the West Half of the Southeast Quarter of Section 1, Township 31 North, Range 7 West of the Second Principal Meridian in Keener Township, Jasper County, Indiana, including Lot 17 in Rolling Hills Estates Subdivision, as per plat thereof in the Office of the Recorder of Jasper County, Indiana, being more particularly described as follows:

Beginning at the Northwest corner of said Rolling Hills Estates Subdivision; thence South 00°45'51" West, along the West line of said Rolling Hills Estates Subdivision, being the West line of the East Quarter of the West Half of the Southeast Quarter of said Section 1, a distance of 1990.71 feet; thence North 89°12'35" West, a distance of 396.64 feet, to a point on the East line of a tract conveyed to Bernard J. and Gayle M. Craig in Deed Record 206, page 252 in the Office of the Recorder of Jasper County, Indiana; thence North 00°56'42" East, along the East line of said "Craig" Tract, a distance of 487.97 feet, to the Northeast corner of said "Craig" Tract; thence North 89°12'35" West, along the North line of said "Craig" Tract and extension thereof, a distance of 610.05 feet, to a point on the West line of the Southeast Quarter of said Section 1; thence North 01°02'08" East, along said West line, a distance of 1503.28 feet, to the Northwest corner of the Southeast Quarter of said Section 1; thence South 89°10'47" East, along the North line of the Southeast Quarter of said Section 1, a distance of 998.03 feet, to the Point of Beginning, containing 38.994 Acres, more or less, all in Keener Township, Jasper County, Indiana.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No building material, refuse, or fill dirt may be placed within such easements in such a manner that the drainage of said lot or other lots in the Subdivision is restricted. Easements are hereby granted to Northwestern Indiana Telephone Company, Northern Indiana Public Service Company, Jasper County Rural Electric Membership Cooperative, Jasper County, Indiana, and any cable company licensed to install television cable service by the Town of DeMotte or by Jasper County, Indiana, severally and their respective successors and assigns, to install, lay erect, construct, renew, operate, repair, replace and maintain storm and sanitary sewers, tiles, and ditches, water mains, gas mains, conduits, cables, poles, and wires, but only underground, with all necessary braces, guys, anchors, and other appliances in, upon, along and over the strip or strips of land designated by dotted lines on the plat and marked "Utility Easements" or "Drainage and Utility Easements" for the purpose of serving the public in general with storm water and sanitary sewage disposal, water, gas, electric, telephone service, and cable services including the right to use the streets where necessary, and to bury within such easements with service wires to serve adjacent lots, together with the right to enter upon said easements at all times for any and all the purposes aforesaid, and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easements, but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easements for public utility purposes; however, any garden, shrubs, landscaping, or other such improvements placed upon any 75 foot State mandated drainage easement, along any public drainage ditch will be removed by the homeowner if and when the ditch must be cleaned as determined by the Jasper County Drainage Board.

I. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of Robert L. Schultz, Jr. and Melissa A. Schultz.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After a period of five (5) years the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Approval must be evidenced by the signature of either of the Architectural Control Committee members on the building plans and specifications, and a copy of such signed plans and specifications and material list (for example, doors, windows, roofing, siding, etcetera) shall remain on file with the Architectural Control Committee.

The Architectural Control Committee's approval of any submitted plans does not constitute an endorsement by the Committee that such plans are structurally sound.

II. ADDITIONAL SPECIFIC COVENANTS AND RESTRICTIONS

1. No portion of a platted lot may be re-subdivided.
2. In the event two or more contiguous lots are purchased by one owner, for the purpose of identifying side yard building setbacks, the side lot lines shall be construed to mean the exterior side lines of the two or more lots purchased; however, such lots shall not thereafter be separately sold if one or more buildings have been constructed to infringe upon the platted setback areas between such lots.
3. No elevation of a lot shall be changed such that the new elevation results in the channeling of ground water upon any other lot. The Architectural Control Committee may reject the location of or the finish grade elevation of any structure.
4. The use of each lot shall be for one single family residence only; no commercial activity or use is permitted, including: a) any home business where business invitees come to the home or material or supply deliveries are made to the home; and b) the transmission of any T.V. signals, radio signals, satellite signals, Internet signals, etcetera, to any other lot in the subdivision or outside of the subdivision, unless approved in writing by the Architectural Control Committee. The Architectural Control Committee reserves the landscaping and maintenance easement portions of Lot No. 1 for landscaping purposes and for the erection of a permanent sign or signs for the subdivision.
5. No structure of a temporary character -- for example: trailer, camper, basement, tent, shack, garage, barn, or other outbuilding -- shall be placed or maintained upon any lot at any time as a residence, either temporarily or permanently. When the construction of any building or home or structure is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time period. No building, home or structure shall be occupied during construction.
6. Construction of new buildings only shall be permitted, the intent of these covenants being to prohibit the moving of any existing building on to a lot and remodeling or converting it into a dwelling unit. Under

no circumstances shall any owner or occupant allow the placement on any of the above-described real estate a mobile home, mobile office, or travel trailer, either for storage, repair or human habitation purposes. This prohibition shall extend to prohibiting the placement for storage, repair, or human habitation, all single and multiple family dwellings manufactured or fabricated off the premises and transported over highways upon truck or upon wheels attached to the frame or any structural portion of a dwelling. It is the intent of the owner to eliminate and prohibit the use of all buildings or structures on the above-described real estate that are constructed by manufacturers and transported to their intended destination to be set upon a foundation and to be complete for living purposes and which are or have the appearance of a "mobile home" or a "modular home" or a "compact house" or a "manufactured home". In addition, no "log cabin style" residence shall be permitted.

7. All construction shall conform to the set-back lines which are indicated on the plat of the Subdivision; and all construction and all use of the lots shall conform to any and all building codes and zoning codes in effect at the time of the commencement of such construction or such use. No wall shall be erected or placed on any lot nearer to any street than the minimum building setback line unless approved in writing by the Architectural Control Committee.

8. Each lot owner shall comply with the provisions of "Rule 5" of the Indiana Department of Environmental Management to effectively control erosion and to control sediment during construction.

9. No building or structure of any nature (including but not limited to residences, garages, storage buildings, pool enclosures, and towers for T.V., radio, citizens band radio, Internet service, phone services—such towers may not exceed 35 feet in height unless approved in writing by the Architectural Control Committee) shall be erected, placed or altered, and no exterior remodeling or additions shall be allowed on any lot until the construction plans, specifications, material list and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials and harmony of external design with existing structures. The Architectural Control Committee may reject any plan it deems to be unacceptable for any reason whatsoever. All buildings must conform to the construction plans and specifications as approved. It is advisable for each prospective lot purchaser to have complete and final plans approved by the Architectural Control Committee before purchase of a lot.

10. Each one story residence shall contain 1,750 square feet or more of ground floor living area; if more than one story, such residence shall have not less than 2200 square feet of living area. If the residence is basically a one story structure with a loft type room, then the residence shall have at least 1,900 square feet of living area. The roof pitch of each building shall be no less than 6/12, and each residence shall have at least one (1) or more roof offsets in addition to the main roof. All roof coverings shall be comprised of architectural shingles unless approved by the Architectural Control Committee. Not less than sixty percent (60%) of the front facade of the ground floor level of the residence and garage shall be constructed of brick or cut stone, unless waived in writing by the Architectural Control Committee. No RBB siding (plywood siding) or stucco shall be allowed on any building exterior. Each residence shall have at least a two (2) car attached garage, but no more than a three and one-half (3 1/2) car garage; garage doors shall not exceed Eight feet (8') in height. All residences shall have a basement or crawlspace; no houses shall be built on a concrete slab.

11. No "mound type septic systems" may be installed unless approved by the Architectural Control Committee in writing. All contractors must review the drainage for each lot prior to construction to insure that the elevation of the residence and the location and elevation of the septic system will allow the septic system to properly function with any perimeter tile that may be required. Septic systems must be installed where the soil tests were taken by the developer in order to assure adjoining landowners appropriate

spacing and locations for adjoining wells and septic systems, unless approved in writing by the Architectural Control Committee.

12. No building shall be occupied in advance of actual installation of a water system and septic system meeting the county and state health department regulations then in force and effect.

13. All driveways shall be constructed of concrete or asphalt pavement, shall connect to the paved roadway, and shall be installed upon completion of the house as soon as weather reasonably permits. All drainage swales located on a lot or on the road right-of-way adjoining such lot shall be properly maintained by such respective lot owner on whose lot or next to whose lot such swales are located. The owner of a lot shall be responsible for all damage caused to any buried utility service or buried drainage tile located on such owner's lot or upon the right-of-way adjoining such lot if the damage is caused by the owner or his agents or representatives, including his contractors and excavators or anyone working for or on behalf of such owner.

14. There shall be no more than one accessory building allowed on any lot. Accessory buildings shall not exceed 700 square feet, must be no more than one-story in height and must have a roof pitch of at least 6/12; all metal storage sheds are expressly prohibited. All accessory buildings shall have a facade and roof constructed of the same materials as the residence so as to match the facade of the residence. However, the Architectural Control Committee may permit a pool enclosure structure as an additional building and may approve an exterior facade for that pool enclosure structure different than the facade of the residence. Lot 28 and Lot 29 are not subject to these restrictions; however, any accessory building must still be approved by the Architectural Control Committee.

15. Front and side yards are to be seeded or sodded within 90 days after occupancy if or when the growing season permits. Although portions of a lot may be left in its natural state, the front yard of each residence shall be landscaped in its entirety unless specifically approved in writing by the Architectural Control Committee.

16. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs of not more than 12 square feet used by a builder or developer to advertise a lot or lots during the period of construction and sale of a residence on that lot.

17. No building debris, concrete (including concrete truck washouts), grass clippings, brush, or trees, shall be placed on any other lot by any lot owner or a contractor.

18. The lots shall be kept orderly and no junk, unlicensed vehicles or machinery shall be stored or parked on or adjacent to any lot. No owner of any lot shall do or permit to be done any act upon any lot which may be, or is, or may become a nuisance, or that will cause a lot to appear in an unclean or untidy condition; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odor, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. No owner of any lot in the Subdivision shall burn or permit the burning outdoors of garbage, trash, or other like household refuse, nor shall such owner accumulate or permit the accumulation of out-of-doors of such refuse on any lot.

19. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two (2) pets consisting of dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Lot 28 and Lot 29 are not subject to the foregoing restrictions in this paragraph; however, no poultry or swine should be allowed on Lot 28 or Lot 29. Dogs, cats, or other household pets shall not be permitted to roam loose but shall be either tied or fenced appropriately so as to prevent them from leaving the lot of their owner. The owner of any animal

causing injury or damage to person or property shall be liable for such damage. All lot owners shall take every step necessary to prevent dogs from bothering neighbors by barking, day or night.

20. No motor vehicle, truck, recreational vehicle, boat, trailer or motorcycle shall be permitted to be stored or parked on any lot for more than 14 days unless it is housed within the attached garage or accessory building.

21. No tank for the storage of any type of fuel or gasoline shall be maintained above or below the surface of the ground.

22. Fences shall be prohibited in any front yard. Fences shall be allowed in any side or rear yards up to a height of five (5) feet and shall be constructed of a material or materials compatible with the character of the immediate area. Fences constructed of such materials as chain link, barbed wire, sheet metal, or other objectionable materials shall be prohibited, unless specifically approved in writing by the Architectural Control Committee.

23. No television antenna, radio antenna, CB antenna, or satellite dish antenna may be installed on the residence or any place on the lot unless it is installed in the rear yard of the lot or on the rear roof of the residence, on the rear roof of any accessory building, or on the rear side of the residence or any accessory building. No standard satellite dish or radio tower shall be allowed, and a satellite dish shall not exceed 30 inches in diameter.

24. Only in-ground swimming pools are permitted; however, such pools may not be located in the front yard of any residence and must be concealed from view by appropriate fencing and landscaping approved by the Architectural Control Committee, and for safety purposes must conform to all state, county, and local safety codes and zoning requirements.

25. The homeowner shall insure that all persons occupying the premises and all visitors and guests are courteous and considerate to neighbors, and engage in no disruptive activities such as loud noise, loud parties, etcetera.

III. EFFECTIVE PERIOD AND RENEWAL

The foregoing restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these Covenants shall be recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

IV. INVALIDATION

Invalidation of any one of the foregoing covenants or restriction (or any part thereof) by judgment or court orders shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect.

V. ENFORCEMENT

The right to enforce each of these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the several owners of the several lots in this subdivision and to their heirs and assigns. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain the violation or to recover damages, or both. If a court determines a violation exists or has existed, then such court may award litigation and enforcement costs and attorney fees against said violator.

Witness my Hand and Seal this 30th day of August, 2007.

RMS DEVELOPMENT, LLC

By: [Signature]
Robert L. Schultz, Jr. Manager

STATE OF INDIANA)
)SS:
COUNTY OF JASPER)

Before me, a Notary Public in and for said County and State, personally appeared Robert L. Schultz, Jr., Peterson who represented himself to be the Manager of RMS Development, LLC, and who acknowledged the execution of the foregoing Protective Covenants and Restrictions this 30th day of August, 2007.

Printed Notary Name:
County of Residence:
Commission Expires:



SCOTT J. LUCERO
Notary Public, State of Indiana
Jasper County Notary Public
My Commission Expires Aug. 13, 2008

[Signature]

COMMISSION CERTIFICATE

The undersigned certifies that under authority provided by Indiana law and by ordinances adopted by the Town of DeMotte, the Plat of Rolling Hills Estates, a subdivision, to which these Covenants and Restrictions apply, was given preliminary approval by the Plan Commission of the Town of DeMotte on the _____ day of _____, 200____ and secondary approval by the Plan Commission of the Town of DeMotte on the _____ day of _____, 200____.

President, DeMotte Plan Commission

"I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law."

[Signature]
Printed Name: Robert L. Schultz, Jr.

This instrument prepared by: Attorney Robert J. Gabrielse [#7026-37]
109 South Halleck St., P.O. Box 292, DeMotte, Indiana 46310, Phone (219) 987-4550 Fax (219) 987-4560

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CERTIFICATE OF AMENDMENT

To amend a dimensional error on the recorded subdivision plat of Rolling Hills Estates - Phase Two, found in PSF Record 6, pages 293 in the Office of the Recorder of Jasper County, Indiana

The length and radius dimension at the Southeast corner of Lot 27, which reads:

L=31.42'
R=20.00'

Shall be amended to read:

L=34.40'
R=399.75'

PHYLLIS L LANOUÉ 1P
RECORDER, JASPER CO., IN
F 98828 NI 157/369
BAW Date 09/21/2007 Time 10:53:30

STATE OF INDIANA)
COUNTY OF JASPER)

I, Kevin L. Sayers, hereby certify that I am a Registered Land Surveyor licensed under the Laws of the State of Indiana, that I have prepared this Certificate of Amendment for the purpose stated hereon, and that the information herein is true and correct to the best of my knowledge and belief.

Witness my hand and Seal this 21st day of SEPTEMBER, 2007.

[Handwritten Signature]

Kevin L. Sayers, Registered Indiana Land Surveyor #LS20200022

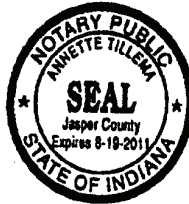


STATE OF INDIANA)
COUNTY OF JASPER)

Before me, the undersigned Notary Public, in and for the County and State aforesaid, did this day appear Kevin L. Sayers, personally known to me as the same person who signed the attached certificate, and did acknowledge to me the execution of this instrument as his free and voluntary act and deed.

Witness my hand and Seal this 21st day of September, 2007.

[Handwritten Signature]
Notary Public
County of Residence: Jasper
My Commission Expires: 8-19-2011



Prepared by: Kevin L Sayers

I affirm, under the penalties for perjury, that I have taken responsible care to redact each social Security number in this document, unless required by law, Kevin L. Sayers

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STATE OF INDIANA)
) SS:
COUNTY OF JASPER)

JASPER COUNTY DRAINAGE BOARD

WAIVER

WHEREAS, Robert L. Schultz, Jr. and Melissa A. Schultz are the legal owners of the real estate located in Jasper County Indiana, which is more particularly described Exhibit A, which is attached hereto and incorporated herein by reference;

WHEREAS, said owners have petitioned the DeMotte Plan Commission for primary approval of a subdivision of the described real estate to be known as **Rolling Hills Estates No. 2** and have filed a plat thereof with the DeMotte Plan Commission;

WHEREAS, said owners have presented the aforesaid plat, together with a proposed drainage plan, to the Jasper County Drainage Board, which drainage plan includes the construction of certain drainage facilities including ditches, tiles, and a detention basin benefiting the lots of the above described subdivision; and

WHEREAS, said owners have petitioned the Jasper County Drainage Board for its approval of said proposed drainage facilities and for the assessment of fees on **Lots 17 through 44** to fund a "maintenance fund" for such drainage facilities;

THEREFORE, THE UNDERSIGNED OWNERS hereby waives all public notice requirements and all public hearings required by Indiana law which notices and hearings are required prior to any assessments being made by the Jasper County Drainage Board upon **Lots 17 through 44** for maintenance of the proposed drainage facilities and request such assessment in the amount of **Twenty Five Dollars (\$25.00)** per lot to be assessed on **Lots 17 through 44**, which assessment shall be made following the recording of the final plat of **Rolling Hills Estates No.2.**

INCLUSION:

Drainage features and structures such as drainage tile, swales, pipes and ditches within the confines and boundary of the named subdivision, and specifically shown on the preliminary plat of the named subdivision, on file in the office of the Jasper County Surveyor, shall be covered under this maintenance fund. Private tiles, swales, ditches, pipes or other drainage added by an individual landowner, or developer and not shown on the preliminary plat of the named subdivision shall not be covered by this maintenance fund. Petitions for extensions of existing drainage tile, swales etc., may be filed with the drainage board according to the provisions of the Indiana Drainage Code.

(See signature sheet on next page)

LEGAL DESCRIPTION

Part of the West Half of the Southeast Quarter of Section 1, Township 31 North, Range 7 West in Keener Township, Jasper County, Indiana including Lot 17 in Rolling Hills Estates Subdivision, as per plat thereof in the Office of the Recorder of Jasper County, Indiana, being more particularly described as follows:

Beginning at the Northwest corner of said Rolling Hills Estates Subdivision; thence South $00^{\circ}45'51''$ West, along the West line of said Rolling Hills Estates Subdivision, being the West line of the East Quarter of the West Half of the Southeast Quarter of said Section 1, A distance of 1990.71 feet; thence North $89^{\circ}12'35''$ West, a distance of 396.64 feet to a point on the East line of a tract conveyed to Bernard J. and Gayle M. Craig in Deed Record 206, Page 252 in the Office of the Recorder of Jasper County, Indiana; thence North $00^{\circ}56'42''$ East, along the East line of said "Craig" tract, a distance of 487.97 feet, to the Northeast corner of said "Craig" tract; thence North $89^{\circ}12'35''$ West, along the North line of said "Craig" tract and extension thereof, a distance of 610.05 feet, to a point on the West line of the Southeast Quarter of said Section 1; thence North $01^{\circ}02'08''$ East, along said West line, a distance of 1503.28 feet to the Northwest corner of the Southeast Quarter of said Section 1; thence South $89^{\circ}10'47''$ East, along the North line of the Southeast Quarter of said Section 1, a distance of 998.03 feet, to the Point of Beginning, containing 38.994 Acres more or less, all in Keener Township, Jasper County, Indiana.

EXHIBIT A

Date: 5-21-07

By: Robert I. Schultz Jr.
Robert I. Schultz Jr.

Date: 5-21-07

By: Melissa A. Schultz
Melissa A. Schultz

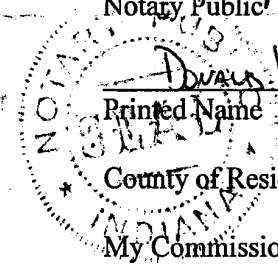
Subscribed and sworn to before me this 21st day of May, 2007

Douglas Vander Lugt II
Notary Public

Douglas Vander Lugt II
Printed Name

County of Residence: Jasper

My Commission Expires: 10/2009



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Crystal Rison

This document prepared by: Kent Mahnesmith, Attorney at law
Dumas, Weist and Mahnesmith