

ROLLING VISTA, SECTION V

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 2 EAST, MORGAN COUNTY, INDIANA

GENERAL NOTES

- The symbol "U/E", "D/E" and "U-D/E", where shown on this plat, are abbreviations for "Utility", "Drainage" and "Utility-Drainage" easements, respectively.
- The symbol "B/L", where shown on this plat, is an abbreviation for "Building Line".
- Distances as shown on this plat are in feet and decimal parts thereof. Bearings as shown on this plat are in degrees, minutes and seconds of arc.
- All lot corners are marked by 5/8" x 30" iron pins with yellow cap marked "HOLLOWAY-S0530", unless noted otherwise.

NOTE

THE OWNER OF EACH LOT IN THIS SUBDIVISION SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF OTHERS TO USE THE NATURAL RAVINES, SWALES AND VALLEYS FOR THE CONVEYANCE OF STORM WATER. NO OWNER SHALL IMPEDE OR HINDER, IN ANY WAY, THE PASSAGE OF STORM WATER THROUGH OR ACROSS THEIR LOT. EACH OWNER SHALL PROVIDE ADEQUATE STRUCTURES TO CONVEY STORM WATER WHERE IMPROVEMENTS ARE CONSTRUCTED ACROSS SWALES, VALLEYS OR RAVINES. UNLESS NOTED OTHERWISE, THERE IS A SIX (6) FOOT WIDE DRAINAGE EASEMENT OFF OF EACH SIDE OF EACH LOT.

PERIMETER DESCRIPTION OF ROLLING VISTA, SECTION V

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

Commencing at a stone, found in place, which marks the southwest corner of the above captioned Northwest Quarter; thence North 88 degrees 04 minutes 56 seconds East (assumed bearing), with the south line of said Northwest Quarter, 1174.58 feet to an iron pin which marks the southeast corner of Rolling Vista Section IV, as per plat thereof recorded in Deed Book 398 Page 229 and the POINT OF BEGINNING of Rolling Vista, Section V; thence with the east line of Rolling Vista, Section V for the following five (5) courses: (1) North 01 degrees 55 minutes, 04 seconds East 40.00 feet to an iron pin; (2) South 88 degrees 04 minutes 56 seconds West 37.26 feet to an iron pin; (3) North 01 degrees 55 minutes 04 seconds West 300.00 feet to an iron pin; (4) South 88 degrees 04 minutes 56 seconds West 37.61 feet to an iron pin; (5) North 01 degrees 55 minutes 04 seconds West 522.02 feet to an iron pin; thence North 64 degrees 56 minutes 54 seconds East 214.78 feet to an iron pin; thence North 89 degrees 41 minutes 59 seconds East 455.52 feet to an iron pin; thence South 00 degrees 18 minutes 01 seconds East 933.91 feet to an iron pin, on the south line of the Northwest Quarter; thence with said south line South 88 degrees 04 minutes 56 seconds West 551.61 feet to the Point of Beginning and containing 13.315 acres more or less.

MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS APPROVAL

UNDER AUTHORITY PROVIDED BY I.C. 36-7-3-2 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, THIS SUBDIVISION PLAT OF LOTS, BEING OUTSIDE THE BOUNDARIES OF ANY MUNICIPALITY OR MUNICIPAL PLANNING COMMISSION, IS ACCEPTED AND APPROVED BY THE MORGAN COUNTY BOARD OF COMMISSIONERS AT A PUBLIC MEETING HELD

THIS 20th DAY OF July, 1998.

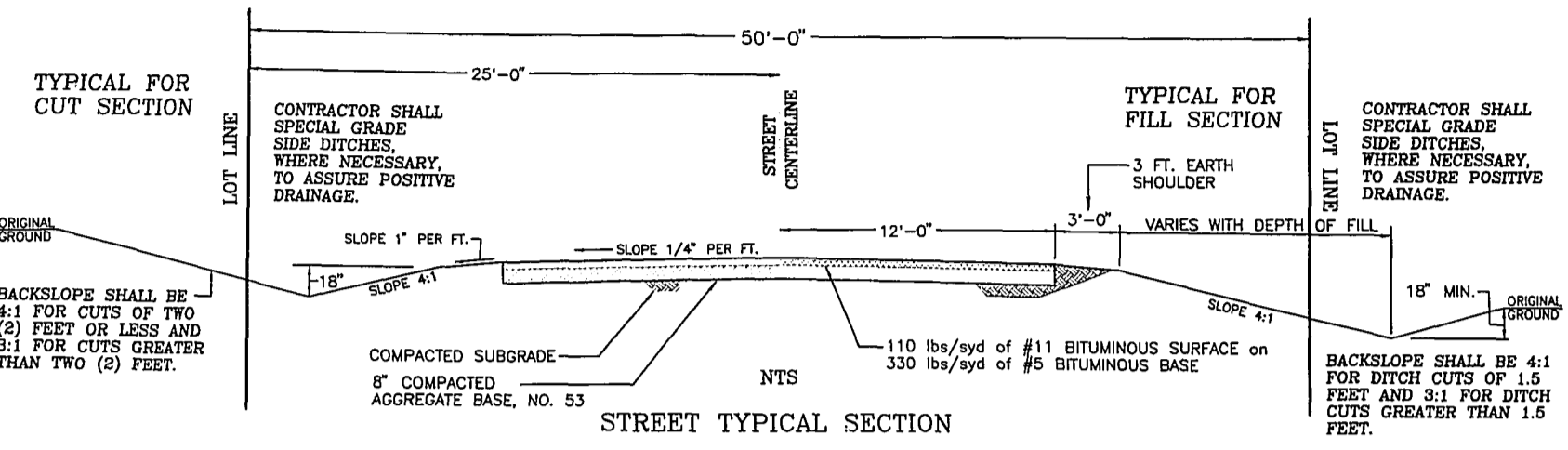
James D. Bowyer
JAMES D. BOWYER

Tommy Joe Goss
TOMMY JOE GOSS

Marvin L. Mason
MARVIN L. MASON

PLAT NOTE

THE OWNER'S OF LOTS 88, 89 AND 97 SHALL BE RESPONSIBLE FOR ANY MAINTENANCE AND REPAIR FOR THAT PORTION OF THE ROADWAY ALONG THE NORTH LINE OF LOTS 88 AND 89 AND THE SOUTH LINE OF LOT 97 UNTIL WHICH TIME IT IS DEDICATED TO THE COUNTY OR IT IS USED FOR ACCESS TO ANY OTHER LOTS, PARCELS, OR TRACTS, AT SUCH TIME MAINTENANCE BY THE OWNER'S OF LOTS 88, 89, & 97 SHALL CEASE.



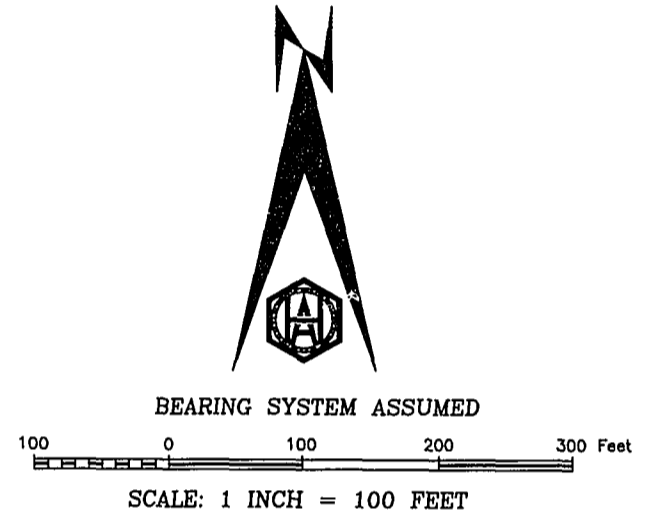
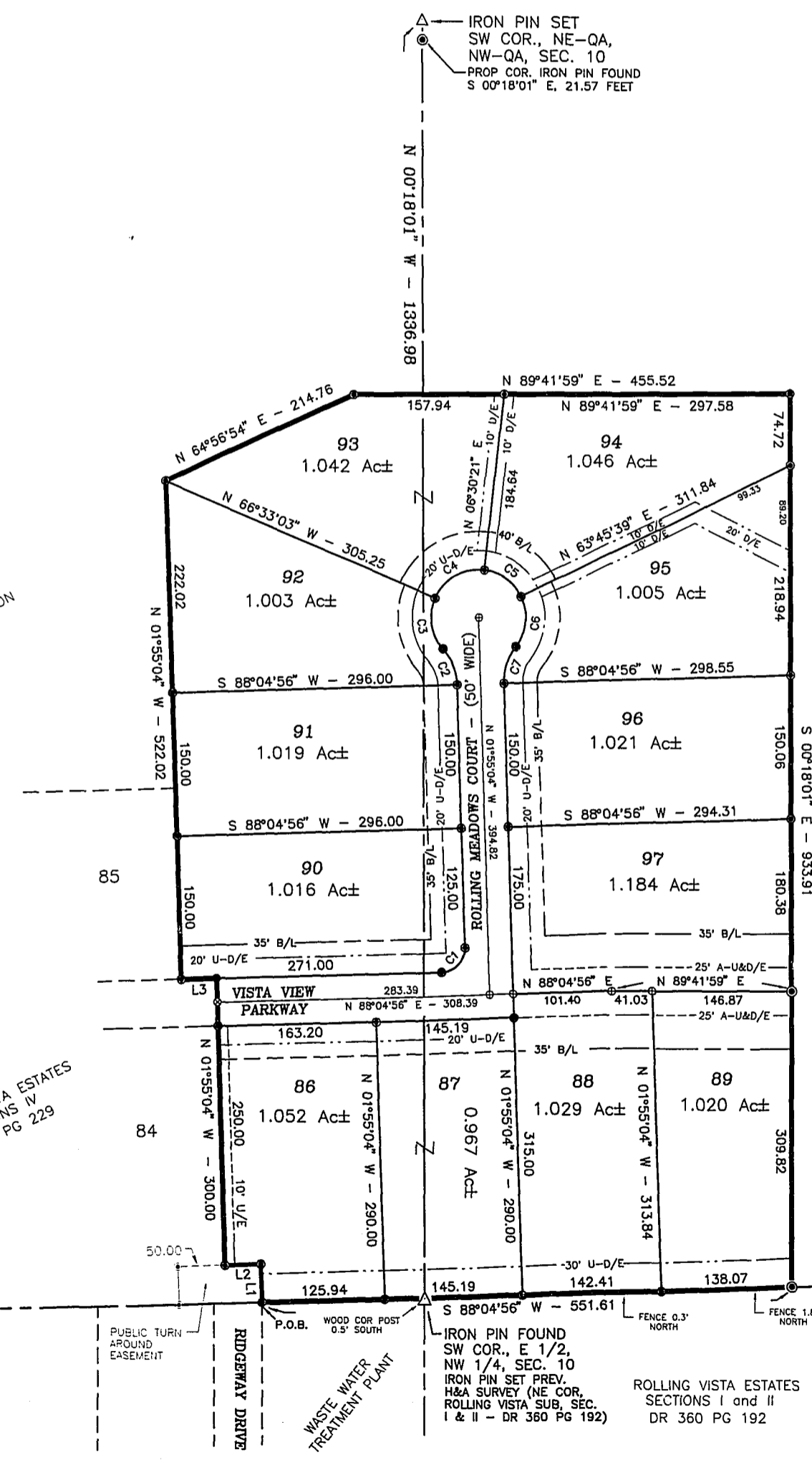
CURVE TABLE

CURVE	DELTA	RADIUS	ARC	TANGENT	BEARING	CHORD
C1	90°00'00"	25.00	39.27	25.00	N 43°04'56" E	35.36
C2	39°24'02"	60.00	41.26	21.48	N 21°37'05" W	40.45
C3	64°46'03"	50.00	56.52	31.71	N 08°56'04" W	53.56
C4	73°03'25"	50.00	63.75	37.04	N 59°58'39" E	59.52
C5	57°15'17"	50.00	49.96	27.29	S 54°52'00" E	47.91
C6	63°43'20"	50.00	55.61	31.08	S 05°37'19" W	52.79
C7	39°24'02"	60.00	41.26	21.48	S 17°46'57" W	40.45

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°55'04" W	40.00
L2	S 88°04'56" W	37.26
L3	S 88°04'56" W	37.61

THE BUILDING LINE SHOWN ALONG THE SOUTH LINE OF LOT 97 AND ALONG THE NORTH LINE OF LOTS 88 AND 89 IS 35 FEET FROM THE 25 FOOT EASEMENT LINE.



LEGEND

- ▲ RECORD SECTION CORNER
- △ LOCAL CORNER
- ⊕ H&A SURVEY SPIKE SET
- FENCE LINE
- ⊙ IRON MONUMENT FOUND
- IRON PIN OR PIPE SET
- SEE SURVEYOR'S REPORT
- ⊙ CALCULATED CORNER, NO MONUMENT SET
- ⊙ RECORD DISTANCE, IF ANY.

"NORTH"-SOUTH-00°00'00" "EAST"-WEST-90°00'00"
Set iron pins are 5/8" x 30", except in paved areas, in which case the iron pins are 5/8" x 6". Set iron pipes are 1" ID x 30". All set pins or pipes have yellow plastic caps imprinted with "HOLLOWAY - S0530". Unless noted as record (R), all distances shown on this plat are measured.

No portion of this subdivision is within the 100-year flood plain (Zone A). The entire development is in Zone C.
AF 7/22/98

DEVELOPER: CROUCH DEVELOPMENT, INC.
571 KEYS ROAD
MOORESVILLE, IN 46158
(317) 831-9993

OWNER: CROUCH DEVELOPMENT, INC. PER
MORGAN COUNTY DEED RECORD 391, PAGE 542-543
AND PAGES 544-546

THERE ARE NO IMPROVEMENTS ON THE LAND.
THERE ARE NO COMMON AREAS IN THIS SECTION.

THE FOLLOWING UTILITIES WILL BE PROVIDED AS PART OF THIS SUBDIVISION: PUBLIC WATER, PUBLIC SANITARY SEWER, ELECTRIC POWER AND TELEPHONE.

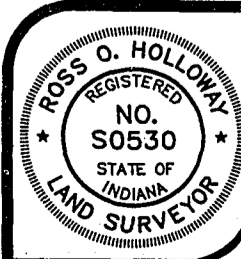
TOTAL AREA = 13.315 ACRES

SURVEYOR'S SUBDIVISION CERTIFICATION

I, Ross O. Holloway, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat represents a subdivision of land containing 12 lots, numbered 10 through 23 inclusive, to be known as ROLLING VISTA SUBDIVISION, SECTION V and the boundary of said subdivision was surveyed in accordance with Title 865, Article 1.1, Chapter 12, of the Indiana Administrative Code, and said boundary was completed under my direct supervision on June 2, 1998.

Ross O. Holloway
Indiana Registered
Surveyor No. S0530
Dated: June 2, 1998

ONLY ENTERED FOR TAXATION
July 22, 1998
Morgan County



PROJECT: ROLLING VISTA, SECTION V
MORGAN COUNTY, INDIANA.

CLIENT: CKC DEVELOPMENT, INC.

HOLLOWAY ASSOCIATES, P.C.
Land Surveying & Civil Engineering
Mooreville, Indiana 46158
(317) 831-7918 or (800) 831-7918

© COPYRIGHT 1996
ROSS O. HOLLOWAY
HOLLOWAY ASSOCIATES, P.C.

DRAWN BY: DATE: June 2, 1998 FILE NO.: 124-98
CHECKED BY: REVISED: SHEET 2 OF 2

ROLLING VISTA, SECTION V

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 2 EAST, MORGAN COUNTY, INDIANA

BOOK: 412 PAGE: 279

ROLLING VISTA ESTATES COVENANTS AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in ROLLING VISTA ESTATES - SECTION V AND ALL SUBSEQUENT SECTIONS, shall take title subject to the following covenants and restrictions and shall be bound thereby.

- Developer Plan Approval.** The Developer of Rolling Vista Estates, Section V and all subsequent sections shall have the sole authority to approve plans for the construction of residential dwelling houses, accessory buildings, walls, fences, pools and all other structures, on any lot within these sections until such time as the Developer no longer retains any interest in the subdivision. After completion of construction of all the houses in a section or if the Developer no longer retains an interest in the subdivision, the Rolling Vista Home Owners' Association will be responsible for review of any additional request for construction of accessory buildings, walls, fences, pools, or other structures and all other matters described herein which would have been reviewed by the Developer.
- Rolling Vista Home Owners Association**
Upon sale of any lot by the Developer the lot owner shall become a member of the Rolling Vista Estates Home Owners' Association which was originally established for Section I and II of this subdivision (See Home Owners Association section of these covenants and restrictions).
- Land Use.** All lots herein are for residential use only, limited to one single family dwelling per lot. No lot shall be divided for the purpose of creating an additional building site.
- Street Dedication.** All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.
- Building Location.** No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines per Morgan County zoning ordinance and this plat. For the purpose of this covenant, 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.
- 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 six hundred-fifty (1650) square feet for a dwelling of more than one-story. Minimum living area of any dwelling, exclusive of porches, basements, garages or breezeways is 1800 square feet.
- Construction requirements.**
 - Overhang (eaves)** shall be a minimum of twelve (12) inches, excluding any exterior finish.
 - Pitch** shall be used. If the roof is a hip type then a minimum of 6/12 pitch shall be used. If the roof is to be a gable type then a minimum of 6/12 pitch shall be used.
 - Exterior of the first story of all dwellings shall be full brick.** Second story, soffit, fascia, and gable materials may be vinyl, redwood or cedar and colors shall be approved by the Developer. 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.
 - Address stone** is to be placed on the front brick exterior of all homes. The location and type of stone is subject to approval of the Developer.
 - 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 Developer.
 - All driveways are to be of concrete four (4) inches thick.** The location shall be approved by the Developer. Driveways must be maintained in good repair by the lot owners.
 - Two (2) hardwood trees of the type, size and location as approved by the Developer shall be provided, maintained in the front yard of each dwelling on unwooded lots. On the corner unwooded lots four (4) hardwood trees are required, two (2) on each street side. Also, three (3) blue spruce trees, six (6) feet tall, shall be planted and maintained at the rear of each unwooded lot along the lines as shown on the plat. Owners shall replace any such tree that are damaged, diseased or dead during the next planting season.**

- Landscaping proposals for all lots must be submitted and are subject to approval by Developer.**
 - All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.**
 - All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, orderly manner, 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 Developer a copy of Rolling Vista Estates - Section III (subsequent sections) plat and covenants and restrictions.
 - All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to, streets, drainage area, utilities or other improvements.**
 - All 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 Developers, its successors and the Rolling Vista Estates Home Owners' Association. The Developer shall have the right to assess cost for repair of damage caused by the lot owners failure to control erosion. The lot owner is responsible for the acts of any builder, contractor or subcontractor doing work on the owner lot. Standards for erosion control shall be set by the Developer.
 - All lot owners, for the good of the community, shall maintain their lots in good condition to the edge of street pavement.**
- 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.
- Drainage Easements.** Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance is the responsibility of the lot owner. Filling or hindering in any way flow of water in the street side swales is prohibited. Each lot owner shall maintain the street swale, including mowing grass, in a condition such that the flow of water within the swale is not impeded.
- 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. Operating and licensed 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 except for a reasonable length of time. The Developer shall determine what is acceptable screening and shall determine what is a reasonable length of time.
- Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including recreational vehicles, boat, 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 shall be allowed.
- Vacant Lot Maintenance.** Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation 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.
- Business Use.** No mercantile 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 owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.
- 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.
- Storage Tanks.** No bulk storage tanks of any kind will be allowed.
- Utility/Storage Buildings.** Maximum size of any accessory building shall be four-hundred (400) square feet. Accessory building exterior shall conform with the colors of the dwelling.

- Fences.** No fence shall be erected until approval is obtained from the Developer as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for open wood fences of a decorative type provided such fence has been approved by the Developer. Maximum height of any fence shall be 48 inches, except for fences around patios or pools which may be up to 72 inches in height. All fences shall be maintained in good repair.
 - 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. All pets must be confined to the owners lot unless the animal is on a leash accompanied by an adult.
 - Pools.** No above ground type pool will be permitted.
 - Mailboxes.** Developer shall specify size, type, color, post style and location of all mailboxes.
 - Basketball Goals.** Type location of basketball goals are subject to approval by the Developer.
 - 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.
 - Sanitary Sewer and Water Connection.** All lot owners are required to connect to the sanitary sewer and public water system.
 - Enforcement.** The Rolling Vista Estates, Section V, and subsequent sections, Covenants and Restrictions as set out in this agreement can be enforced by proceeding at law by the Developer, the owner of any lot or the Rolling Vista Home Owners' Association. Any of these parties may bring civil action against a lot owner violating these covenants and restrictions. 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 in all platted sections of Rolling Vista Estates Subdivision.
- After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owners with each lot owner allowed one vote for each lot owned. Should any item or part of these covenants and restrictions be invalidated by judgment, court order or legislation the remaining items shall continue in full force and effect. 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 restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, court costs, and actual damages to the Developer, homeowner or Rolling Vista Homeowners' Association 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 are binding and enforceable on the owner of any lot in the subdivision 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 be attached to and to be a lien upon any real estate owned by the defendant in this subdivision in the event of an 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 Rolling Vista Homeowners' Association will be the monies expended by the Developer, lot owners or Rolling Vista Home Owners' Association in removing or rectifying the violation and expenses which occur in bringing action to remedy the violation. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

HOMEOWNERS' ASSOCIATION

All owners of the Real Estate whether legal or equitable, except the Developer, shall upon purchase of a lot from the Developer become members of the existing Homeowners' Association being the Rolling Vista Estates Homeowners' Association which was created by action of recording covenants, restrictions and homeowners' association requirements for Section V of Rolling Vista Estates subdivision on November 17, 1993 in Morgan County, Indiana, Deed Record 360, page 193.

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 such as but not limited to entrance signs, entrance landscaping and area lighting, situated in the subdivision including, but not limited to the payment of taxes and insurance thereof and repair, replacement, maintenance of the common properties, including the cost of labor, equipment, materials and management and supervision thereof.

- Membership.** The membership shall exist for each owner of a lot in the subdivision after sale of the lot by the Developer. "Ownership" shall mean all owners, whether legal or equitable and regardless of including the form of tenancy. Purchasers on contract "Equitable Owners" shall be entitled to the membership rather than the Developer. Developer is not a member of the Association and is not entitled to any vote nor is the Developer required to pay any annual assessments on any lot.
- Basis and Amount of Annual Assessments.** The initial annual assessment shall be in the sum of \$75.00 per lot for each lot sold by the Developer or his successor, 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 of the year following purchase of the lot from the Developer and continuing annually thereafter. The money shall be paid to the treasurer of the Rolling Vista Estates Homeowner's Association, Inc. in no event shall any assessment charge or special assessment as provided below be levied against or be due from the developer.
- 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 duly called for this purpose, written notice of which shall be sent to all members at their listed address with the Association at least 30 days in advance of the meeting and shall set forth in the written notice the purpose of the meeting, assessment and the time and place of the meeting.
- Change and Basis of Maximum of Annual Assessments.** The Association may increase or decrease the amount of its annual assessment as determined by an affirmative vote to two-thirds of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice shall be sent to all members at least 30 days prior to the meeting with the notice stating the purpose of the meeting and the date and time and place of the meeting.
- Quorum For Any Action.** Quorum required to change the amount of the annual assessments or for a special assessment for capital improvements shall consist of 60% of the membership. The quorum vote can be by written proxy or the membership appearing in person at the meeting. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirements set out for the purpose of the meeting. The same quorum vote is required for all decisions that require approval by the homeowners.
- Duties of the Board of Directors.** The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto and at least 30 days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association or by the Secretary/Treasurer of the Association. Written notice of the assessment shall thereupon be sent to every owner subject to the assessment. The Association shall upon demand at any time furnish to any owner liable for said assessments certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment. If any assessment is not paid on the date when due, the assessments and cost of collection thereon, as hereinafter provided, shall thereupon become a continuing lien against the property which shall bind such property in the hands of then owner, his heirs, devise, personal representatives and assigns. If the assessment is not paid within 30 days after the due date, a delinquency fee of Ten Dollars shall be added thereto from the date of the delinquency shall run at the rate of 12% per annum of both the assessment and any penalty. The Association may bring an action at law to collect the penalty from the owner and shall be allowed to collect the assessment, delinquency fee, interest, cost of preparing and filing the complaint in the action, attorney fees, and all other costs assessed by the Court in the collection of said debt.
- Priority.** The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to the date of recording and operation of law. The Association shall have the right to file a lien against any property that has a delinquency in payment of its annual assessment or special assessment and the lien shall be placed against the property in the same name of the lot owner owing the assessment.

- Exempt Property.** The following property subject to this declaration shall be exempted from the assessments, charge and lien created by the Homeowner's Association: (a) All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) All common properties of the developments; (c) All properties owned by the Developer, and all properties held by the Developer for sale or resale including any lots which may have been re-acquired by the Developer.
- Term.** The Association shall exist for a period of twenty-five years from May 10th, 1993 and thereafter unless terminated by a vote of 75% of the members.
- Officers and Directors.** The Association has three Directors one of which shall serve as President, the other as Vice-President and the third as Secretary/Treasurer. Each Director shall serve for a term of one year. At the annual meeting of the Association the Director(s) shall be elected for the coming year.
- Duties.** The Directors shall be responsible for setting all meetings, payment of all maintenance caused on common areas, maintaining the records for the Association, maintaining all financial records and accounting for all monies, for collection of due, 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 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.
- 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. Notice of the time, date and place shall be mailed by regular mail to all owners of parcels in Rolling Vista Estates, all sections, 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 35 days from the request.

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, Christopher M. Crouch, President of CROUCH DEVELOPMENT, INC. owner of said property, this 20th day of July, 1998.

Christopher M. Crouch, President
Christopher M. Crouch, President

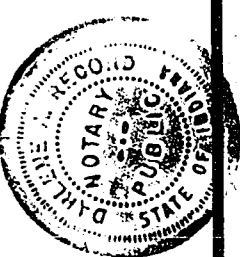
State of Indiana }
County of Morgan } President

Before me, the undersigned, a Notary Public, personally appeared Christopher M. Crouch, President of CROUCH DEVELOPMENT INC., and acknowledged the execution of this instrument to be their voluntary act and deed.

Witness my Hand and Seal this 20th day of July, 1998.

Darlene A. Crouser
Signed Notary Public
My Commission Expires: July 14, 2001
07/06/00

DARLENE A. CROUCH
Notary Public
Printed or Typed



Wickie Kivett
Wickie Kivett
MORGAN COUNTY RECORDER

PROJECT: ROLLING VISTA, SECTION V
MORGAN COUNTY, INDIANA.

CLIENT: CKC DEVELOPMENT, INC.

HOLLOWAY ASSOCIATES, p.c.
Land Surveying & Civil Engineering
Mooreville, Indiana 46158
(317) 831-7918 or (800) 831-7918

DRAWN BY: DATE: APRIL 22, 1998 FILE NO.: 124-98
CHECKED BY: REVISED: SHEET 1 OF 2

6571186

43.00
OK

15



MORGAN COUNTY RECORDER
KAREN BRUMMETT 15P
PJD Date 08/29/2006 Time 12:30:42
RECORDING: 43.00
I 200611016 Page 1 of 15

**AFFIDAVIT FOR CORRECTION
COVENANTS AND RESTRICTIONS**

I, Ross O. Holloway, Indiana Registered Land Surveyor Number S0530, hereby state and affirm the following:

1. That, the Covenants and Restrictions as recorded for Rolling Vista Estates Sections III, IV, V and VI and made a part of the plats for said subdivision, were prepared under my direct supervision and that I personally certified the plats that were recorded as follows:
 - a. Section III - Deed Record 395 page 24 in the Office of the Recorder of Morgan County, Indiana.
 - b. Section IV - Deed Record 398 page 229 in the Office of the Recorder of Morgan County, Indiana.
 - c. Section V - Deed Record 412 page 278 in the Office of the Recorder of Morgan County, Indiana.
 - d. Section VI - Deed Record 429 page 537 in the Office of the Recorder of Morgan County, Indiana.
2. That the Covenants and Restrictions for said subdivision have errors and inconsistencies.

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3. That the attached Covenants and Restrictions for Rolling Vista Estates Sections III, IV, V, and VI are hereby being recorded to correct those errors and inconsistencies.

[Signature]
Ross O. Holloway

State of Indiana)
)SS
County of Morgan)

Before me, the undersigned, a Notary Public, personally appeared Ross O. Holloway, and acknowledged the above statements to be correct facts of survey and that this instrument is his voluntary act and deed.

Witness my Hand and Seal this 28th day of August, 2006.

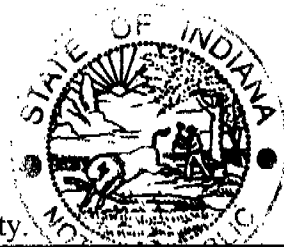
[Signature]
Signed Notary Public

Lisa L Zeiner
Printed or Typed

Resident of Hendricks

County. [Blank]

My Commission Expires:
April 2, 2014



Printed: Lisa L Zeiner
Name: [Signature]
"I AFFIRM, UNDER THE PENALTIES
FOR PERJURY, THAT I HAVE TAKEN
REASONABLE CARE TO REDACT EACH
SOCIAL SECURITY NUMBER IN THIS
DOCUMENT UNLESS REQUIRED BY LAW."

This Instrument Prepared by: Lisa Zeiner
Holloway Engineering PO Box 234 Mooresville, IN 46158

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ROLLING VISTA ESTATES
COVENANTS AND RESTRICTIONS
SECTIONS III, IV, V, AND VI

All purchasers, their heirs and assigns, of lots in ROLLING VISTA ESTATES – SECTION III AND ALL SUBSEQUENT SECTIONS, shall take title subject to the following covenants and restrictions and shall be bound thereby.

1. **Developer Plan Approval.** The Developer of Rolling Vista Estates, Section III and all subsequent sections shall have the sole authority to approve plans for the construction of residential dwelling houses, accessory buildings, walls, fences, pools and all other structures, on any lot within these sections until such time as the Developer no longer retains any interest in the subdivision. After completion of construction of all the houses in a section or if the Developer no longer retains an interest in the subdivision, the Rolling Vista Home Owners' Association will be responsible for review of any additional request for construction of accessory buildings, walls, fences, pools, or other structures and all other matters described herein which would have been reviewed by the Developer.

No building, accessory building, wall, fence, pool or other structures shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans, and specifications have been submitted to the Developer 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 matter as may affect the environment or ecology of the subdivision. In the event the Developer, 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. Developer cannot waive or negate any of the construction requirements given under item number seven (7) of these covenants and restrictions.

2. **Rolling Vista Home Owners Association.** Upon sale of any lot by the Developer the lot owner shall become a member of the Rolling Vista Estates Home Owners' Association which was originally established for Section I and II of this subdivision (See Home Owners Association section of these covenants and restrictions).
3. **Land Use.** All lots herein are for residential use only, limited to one single family dwelling per lot. No lot shall be divided for the purpose of creating an additional building site.
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 street line than the setback lines per Morgan County Zoning Ordinances and this plat. For the purpose of this 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, 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 six hundred fifty (1650) square feet for a dwelling of more than one-story. Minimum living area of any dwelling, exclusive of porches, basements, garages or breezeways is 1800 square feet.

7. **Construction requirements.**

- a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish.
- b. If the roof is a hip type then a minimum of 6/12 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 the first story of all dwellings shall be full brick. Second story, Soffit, fascia, and gable materials may be vinyl, redwood or cedar and colors shall be approved by the Developer. 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.
- d. An address stone is to be placed on the front brick exterior of all homes. The location and type of stone is subject to approval of the Developer.
- 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 Developer.
- f. All driveways are to be of concrete four (4) inches thick. The location shall be approved by the Developer. Driveways must be maintained in good repair by the lot owners.

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- g. Two (2) hardwood trees of the type, size and location as approved by the Developer shall be provided, maintained in the front yard of each dwelling on unwooded lots. On the corner unwooded lots four (4) hardwood trees are required, two (2) on each street side. Also, three (3) blue spruce trees, six (6) feet tall, shall be planted and maintained at the rear of each unwooded lot along the lines as shown on the plat. Owners shall replace any such trees that are damaged, diseased or dead during the next planting season.
- h. Landscaping proposals for all lots must be submitted and are subject to approval by Developer.
- i. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.
- j. All owners and their builders/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 Developer a copy of Rolling Vista Estates Section III (subsequent sections) plat and covenants and restrictions.
- k. All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to, streets, drainage area, utilities or other improvements.

- l. All 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 Developers, its successors and the Rolling Vista Estates Home Owners' Association. The Developer shall have the right to assess cost for repair of damage caused by the lot owner's failure to control erosion. The lot owner is responsible for the acts of any builder, contractor or subcontractor work on the owner's lot. Standards for erosion control shall be set by the Developer.
 - m. All lot owners, for the good of the community, shall maintain their lots in good condition to the edge of street pavement.
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 lines 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 the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance is the responsibility of the lot owner. Filling or hindering in any way flow of water in the street side swales is prohibited. Each lot owner shall maintain the street swale, including mowing grass, in a condition such that the flow of water within the Swale is not impeded.
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. Operating and licensed vehicles (of any 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 except for a reasonable length of time. The Developer 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, boat, 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 shall be allowed.
12. **Vacant Lot Maintenance.** Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation 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 be permitted.
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 will be allowed.

17. **Utility/Storage Buildings.** Maximum size of any accessory building shall be four-hundred (400) square feet. Accessory building exterior shall conform with the colors of the dwelling.
18. **Fences.** No fence shall be erected until approval is obtained from the Developer as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for open wood fences of a decorative type provided such fence has been approved by the Developer. Maximum height of any fence shall be 48 inches, except for fences around patios or pools which may be up to 72 inches in height. All fences shall be maintained in good repair.
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. All pets must be confined to the owners lot unless the animal is on a leash accompanied by an adult.
20. **Pools.** No above ground type pool will be permitted.
21. **Mailboxes.** Developer shall specify size, type, color, post style and location of all mailboxes.
22. **Basketball Goals.** Type location of basketball goals are subject to approval by the Developer.
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. **Sanitary Sewer and Water Connection.** All lot owners are required to connect to the sanitary sewer and public water system.
25. **Enforcement.** The Rolling Vista Estates, Section III, and subsequent sections Covenants and Restrictions as set out in this agreement can be enforced by proceeding at law by the Developer, the owner of any lot or the Rolling Vista Home Owners' Association. Any of these parties may bring civil action against a lot owner violating these covenants and restrictions. 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 in all platted sections of Rolling Vista Estates Subdivision.

After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owners with each lot owner allowed one vote for each lot owned. Should any item or part of these covenants and restrictions be invalidated by judgment, court order or legislation the remaining items shall continue in full force and effect. 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 restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, court costs, and actual damage to the Developer, homeowner or Rolling Vista Homeowners' Association 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 are binding and enforceable on the owner of any lot in the subdivision 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 be attached to and to be a lien upon any real estate owned by the defendant in

this subdivision in the event of an 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 Rolling Vista Homeowners' Association will be the monies expended by the Developer, lot owners or Rolling Vista Home Owners' Association in removing or rectify the violation and expenses which accrue in bringing action to remedy the violation. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

MARKINGS WERE ADDED TO THIS
PAGE TO ENABLE THE SCANNER
TO PICK UP THE IMAGE

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HOMEOWNERS' ASSOCIATION

All owners of the Real Estate whether legal or equitable, except the Developer, shall upon purchase of a lot from the Developer become members of the existing home owner's association being the Rolling Vista Estates Homeowners' Association which was created by action of recording covenants, restrictions and homeowners' association requirements for Section I and II of Rolling Vista Estates Subdivision on November 17, 1993 in Morgan County, Indiana, Deed Record 360, page 193.

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 such as but not limited to entrance signs, entrance landscaping and area lighting, situated in the subdivision including, but not limited to the payment of taxes and insurance thereof and repair, replacement, maintenance of the common properties, including the cost of labor, equipment, materials and management and supervision thereof.

1. **Membership.** The membership shall exist for each owner of a lot in the subdivision after sale of the lot by the Developer. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. Purchasers on contract "Equitable Owners" shall be entitled to the membership rather than the Developer. Developer is not a member of the Association and is not entitled to any vote nor is the Developer required to pay any annual assessments on any lot.

2. **Basis and Amount of Annual Assessments.** The initial annual assessment shall be in the sum of \$75.00 per lot for each lot sold by the Developer or his successor, 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 of the year following purchase of the lot from the Developer and continuing annually thereafter. The money shall be paid to the treasurer of the Rolling Vista Estates Homeowner's Association, Inc. In no event shall any assessment, charge or special assessment as provided below be levied against or be due from the developer.

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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 duly called for this purpose, written notice of which shall be sent to all members at their listed address with the Association at least 30 days in advance of the meeting and shall set forth in the written notice the purpose of the meeting, assessment and the time and place of the meeting.

4. **Change and Basis ad Maximum of Annual Assessments.** The Association may increase or decrease the amount of its annual assessment as determined by an affirmative vote to two-thirds of the voting members who are voting in person or by proxy at meeting duly called for this purpose, written notice shall be sent to all members at the address given to the Association by the lot owner at least 30 days prior to the meeting with the notice stating the purpose of the meeting and the date and time and place of the meeting.

5. **Quorum For Any Action.** Quorum required to change the amount of the annual assessments or for a special assessment for capital improvements shall consist of 60% of the membership. The quorum vote can be by written proxy or the membership appearing in person at the meeting. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirements set out for the purpose of the meeting. The same quorum vote is required for all decisions that require approval by the homeowners.

6. **Duties of the Board of Directors.** The management affairs and polices of the Association shall be vested in the Board Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto and at least 30 days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association or by the Secretary/Treasurer of the Association. Written notice of the assessment shall thereupon be sent to every owner subject to the assessment. The Association shall upon demand at any time furnish to any owner liable

for said assessments certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment. If any assessment is not paid on the date when due, the assessments and cost of collection thereof as hereinafter provided shall thereupon become a continuing lien against the property which shall bind such property in the hands of then owner, his heirs, devisee, personal representatives and assigns. If the assessment is not paid within 30 days after the due date, a delinquency fee of Ten Dollars shall be added thereto and from the date of the delinquency shall run at the rate of 12% per annum of both the assessment and any penalty. The Association may bring an action at law to collect the penalty from the owner and shall be allowed to collect the assessment, delinquency fee, interest, cost of preparing and filing the complain in the action, attorney fees, and all other costs assessed by the Court in the collection of said debt.

7. **Priority.** The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to the date recordation and operation of law. The Association shall have the right to file a lien against any property that has a delinquency in payment of its annual assessment or special assessment and the lien shall be placed against the property in the same name of the owner owing the assessment.

8. **Exempt Property.** The following property subject to this declaration shall be exempted from the assessments, charge and lien created by the Homeowner's Association: (a) All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) All common properties of the development; (c) All properties owned by the Developer, and all properties held by the Developer for sale or resale including any lots which may have been reacquired by the Developer.

9. **Term.** The Association shall exist for a period of twenty-five years from May 10th, 1993 and thereafter unless terminated by a vote of 75% of the members.

10. **Officers and Directors.** The Association has three Directors one of which shall serve as President the other as Vice-President and the third as Secretary/Treasurer. Each Director shall serve for a term of one year. At the annual meeting of the Association the Director(s) shall be elected for the coming year.

11. **Duties.** The Directors shall be responsible for setting all meetings, payment of all maintenance caused on common areas, maintaining the records for the Association, maintaining all financial records and accounting for all monies, for collection of due, 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 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. Notice of the time, date and place shall be mailed by regular mail to all owners of parcels in Rolling Vista Estates, all sections, 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 35 days from the request.

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MORGAN COUNTY RECORDER
KAREN BRUMMETT 2P
CSD Date 08/19/2008 Time 15:05:51
RECORDING: 22.00
I 200808777 Page 1 of 2

AFFIDAVIT FOR RELEASE OF DEVELOPER'S RIGHTS

I, Christopher M. Crouch, president of Crouch Development, Inc., developer of Rolling Vista Estates, a subdivision located in Madison Township, Morgan County, Indiana, plats thereof being recorded in the Office of the Morgan County Recorder as follows:

Section III, recorded in Deed Record 395 page 24,

Section IV, recorded in Deed Record 398 page 229,

Section V, recorded in Deed Record 412 page 278-279,

Section VI, recorded in Deed Record 429 page 537,

and successor in title to Environmental Development Corporation, developers of Section I and II of Rolling Vista Estates, as per plat recorded in Deed Record 360 page 192-193, hereby release and transfer to the Rolling Vista Homeowners Association all rights of the Developer, reserved under the covenants and restrictions of the above referenced Sections I through VI of Rolling Vista Estates, to review and approve plans for construction or alteration of residential dwelling houses, accessory buildings, walls, fences, pools, and all other structures on any lot within the above referenced Sections I through VI.

200611015
200611016

I, Christopher M. Crouch, president of Crouch Development, Inc., hereby affirm that I am empowered by Crouch Development, Inc. to execute this document on behalf of said Corporation and that the execution of this instrument is with the full knowledge and consent of said Corporation.

Signed this 18 day of August, 2008.

Christopher M. Crouch, President
Christopher M. Crouch, President
Crouch Development, Inc.

|

State of Indiana)
) SS:
County of Morgan)

Before me, the undersigned, a Notary Public, Personally appeared Christopher M. Crouch, President of Crouch Development, Inc., and acknowledged the above Affidavit of Release of Developer's Rights is with the full consent and knowledge of Crouch Development, Inc. and that I am empowered by said Development to execute this instrument.

Witness my Hand and Seal this 18 day of August, 2008.

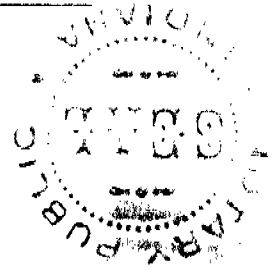
MARY E. WEBER
NOTARY PUBLIC, MORGAN COUNTY, IN
MY COMMISSION EXPIRES MARCH 10, 2016

Mary E. Weber
Signed Notary Public

MARY E. WEBER
Printed or Typed

Resident of Morgan County.

My Commission Expires: 3-10-16



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Christopher M. Crouch
Christopher M. Crouch

This instrument prepared by: Christopher M. Crouch
1833 E Keys Road Mooresville, IN 46158