

WARRANTY DEED
AND
GRANT OF MUTUAL NON-EXCLUSIVE
RIGHTS-OF-WAY AND UTILITY EASEMENTS
AND
DECLARATION OF COVENANTS

WOODFIELD PLACE

THIS INDENTURE WITNESSETH, that SHANNON L. WIGGINS, as Trustee to Reconvey, (Grantor), of Morgan County, State of Indiana, does hereby GRANT, CONVEY, WARRANT, DEDICATE and DECLARE to DEERWESTER DEVELOPMENT INC. (Grantee), of Morgan County, State of Indiana, in consideration of the sum of Ten Dollars (\$10.00) and reconveyance of real estate, the receipt of which is hereby acknowledged, the following described real estate in Morgan County, Indiana, to-wit:

Exhibit A attached and incorporated in this conveyance as Parcels A1-14

Also known as "WOODFIELD PLACE"
according to a common plan of
development and division into parcels

TOGETHER WITH AND SUBJECT TO a certain non-exclusive mutual roadway and utility easement which is more particularly described as follows, to-wit:

Exhibit B, attached and incorporated in this conveyance for the purpose of providing ingress and egress and public utility service for the various parcels comprising the real estate described in Exhibit A.

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ALL SUBJECT TO the following conditions, restrictions and covenants, all of which shall run with the land and be binding upon the Grantee and its successors in title to the real estate or any part thereof:

See Attached as Exhibit C

Grantor acquired title to the above real estate by Warranty Deed dated November 4, 1997, and recorded November 5, 1997 in Deed Record _____, page _____.

IN WITNESS WHEREOF, Grantor has executed this deed this 4th day of November, 1997.


SHANNON L. WIGGINS

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STATE OF INDIANA)
)SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared Shannon L. Wiggins, as Trustee to Reconvey, Grantor, who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 4th day of
November _____, 1997.



Signature: Betty S. Wilkerson
Printed: Betty S. Wilkerson
Notary Public
Residing in Morgan County, Indiana

My Commission Expires:

Oct. 20, 2001

Send Tax Statements To: 10390 North Serenity Lane
Mooreville, Indiana 46158

This Instrument Prepared By: **Ralph M. Foley, Attorney at Law**
FOLEY, FOLEY & PEDEN
60 East Morgan Street
Martinsville, IN 46151

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DESCRIPTION OF PARCEL 1
1.243 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1719.75 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 1430.00 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing North 89 degrees 13 minutes 45 seconds West 240.44 feet to an iron pin in the center of the county road; thence with the county road for the next two (2) courses; 1) North 31 degrees 52 minutes 25 seconds West 41.15 feet to a found iron spike; 2) North 10 degrees 38 minutes 26 seconds West 166.65 feet to an iron pin; thence South 89 degrees 13 minutes 45 seconds East 293.85 feet to a point in the lake; thence South no degrees 15 minutes 50 seconds West 198.01 feet to the point of beginning.

Containing 1.243 acres more or less and subject to the right-of-way for the county road on the west side of the parcel and to any other right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

EXHIBIT "A"

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DESCRIPTION OF PARCEL 2
1.500 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1719.75 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 1100.00 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing North 89 degrees 13 minutes 45 seconds West 330.00 feet to an iron pin; thence North no degrees 15 minutes 50 seconds East 198.01 feet to an iron pin; thence South 89 degrees 13 minutes 45 seconds East 330.00 feet to an iron pin; thence South no degrees 15 minutes 50 seconds West 198.01 feet to the point of beginning.

Containing 1.500 acres more or less and subject to any other right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 3
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North,
Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks
the northeast corner of the Northeast Quarter of Section 9, thence
with the east line of the above captioned Quarter section South no
degrees 15 minutes 50 seconds West (assumed bearing) a distance of
1719.75 feet to an iron pin; thence North 89 degrees 13 minutes 45
seconds West 880.00 feet to an iron pin and the POINT OF BEGINNING
of the parcel herein described; thence continuing North 89 degrees
13 minutes 45 seconds West 220.00 feet to an iron pin; thence
North no degrees 15 minutes 50 seconds East 198.01 feet to an iron
pin; thence South 89 degrees 13 minutes 45 seconds East 220.00
feet to an iron pin; thence South no degrees 15 minutes 50 seconds
West 198.01 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other
right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 4
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1719.75 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 660.00 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing North 89 degrees 13 minutes 45 seconds West 220.00 feet to an iron pin; thence North no degrees 15 minutes 50 seconds East 198.01 feet to an iron pin; thence South 89 degrees 13 minutes 45 seconds East 220.00 feet to an iron pin; thence South no degrees 15 minutes 50 seconds West 198.01 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 5
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North,
Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks
the northeast corner of the Northeast Quarter of Section 9, thence
with the east line of the above captioned Quarter section South no
degrees 15 minutes 50 seconds West (assumed bearing) a distance of
1719.75 feet to an iron pin; thence North 89 degrees 13 minutes 45
seconds West 440.00 feet to an iron pin and the POINT OF BEGINNING
of the parcel herein described; thence continuing North 89 degrees
13 minutes 45 seconds West 220.00 feet to an iron pin; thence
North no degrees 15 minutes 50 seconds East 198.01 feet to an iron
pin; thence South 89 degrees 13 minutes 45 seconds East 220.00
feet to an iron pin; thence South no degrees 15 minutes 50 seconds
West 198.01 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other
right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 6
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records, which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1719.75 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 220.00 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing North 89 degrees 13 minutes 45 seconds West 220.00 feet to an iron pin; thence North no degrees 15 minutes 50 seconds East 198.01 feet to an iron pin; thence South 89 degrees 13 minutes 45 seconds East 220.00 feet to an iron pin; thence South no degrees 15 minutes 50 seconds West 198.01 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 7
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1521.74 feet to an iron pin, and the POINT OF BEGINNING of the parcel herein described; thence continuing with said east line South no degrees 15 minutes 50 seconds West 198.01 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 220.00 feet to an iron pin; thence North no degrees 15 minutes 50 seconds East 198.01 feet to an iron pin; thence South 89 degrees 13 minutes 45 seconds East 220.00 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 8
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North,
Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks
the northeast corner of the Northeast Quarter of Section 9, thence
with the east line of the above captioned Quarter section South no
degrees 15 minutes 50 seconds West (assumed bearing) a distance of
1323.73 feet to an iron pin, and the POINT OF BEGINNING of the
parcel herein described; thence continuing with said east line
South no degrees 15 minutes 50 seconds West 198.01 feet to an iron
pin; thence North 89 degrees 13 minutes 45 seconds West 220.00
feet to an iron pin; thence North no degrees 15 minutes 50 seconds
East 198.01 feet to an iron pin; thence South 89 degrees 13
minutes 45 seconds East 220.00 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other
right-of-ways, easements or restrictions of record or observable.

Client: Alan Dearwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 9
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1323.73 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 220.00 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing North 89 degrees 13 minutes 45 seconds West 220.00 feet to an iron pin; thence South no degrees 15 minutes 50 seconds West 198.01 feet to an iron pin; thence South 89 degrees 13 minutes 45 seconds East 220.00 feet to an iron pin; thence North no degrees 15 minutes 50 seconds East 198.01 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 10
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1323.73 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 440.00 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing North 89 degrees 13 minutes 45 seconds West 220.00 feet to an iron pin; thence South no degrees 15 minutes 50 seconds West 198.01 feet to an iron pin; thence South 89 degrees 13 minutes 45 seconds East 220.00 feet to an iron pin; thence North no degrees 15 minutes 50 seconds East 198.01 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 11
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North,
Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks
the northeast corner of the Northeast Quarter of Section 9, thence
with the east line of the above captioned Quarter section South no
degrees 15 minutes 50 seconds West (assumed bearing) a distance of
1323.73 feet to an iron pin; thence North 89 degrees 13 minutes 45
seconds West 660.00 feet to an iron pin and the POINT OF BEGINNING
of the parcel herein described; thence continuing North 89 degrees
13 minutes 45 seconds West 220.00 feet to an iron pin; thence
South no degrees 15 minutes 50 seconds West 198.01 feet to an iron
pin; thence South 89 degrees 13 minutes 45 seconds East 220.00
feet to an iron pin; thence North no degrees 15 minutes 50 seconds
East 198.01 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other
right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 12
1.000 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1323.73 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 880.00 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing North 89 degrees 13 minutes 45 seconds West 220.00 feet to an iron pin; thence South no degrees 15 minutes 50 seconds West 198.01 feet to an iron pin; thence South 89 degrees 13 minutes 45 seconds East 220.00 feet to an iron pin; thence North no degrees 15 minutes 50 seconds East 198.01 feet to the point of beginning.

Containing 1.000 acres more or less and subject to any other right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 13
1.500 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1323.73 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 1100.00 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing North 89 degrees 13 minutes 45 seconds West 330.00 feet to an iron pin; thence South no degrees 15 minutes 50 seconds West 198.01 feet to an iron pin; thence South 89 degrees 13 minutes 45 seconds East 330.00 feet to an iron pin; thence North no degrees 15 minutes 50 seconds East 198.01 feet to the point of beginning.

Containing 1.500 acres more or less and subject to any other right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

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DESCRIPTION OF PARCEL 14
1.325 ACRES

Part of the Northeast Quarter of Section 9, Township 13 North,
Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records; which marks
the northeast corner of the Northeast Quarter of Section 9, thence
with the east line of the above captioned Quarter section South no
degrees 15 minutes 50 seconds West (assumed bearing) a distance of
1323.73 feet to an iron pin; thence North 89 degrees 13 minutes 45
seconds West 1430.00 feet to an iron pin and the POINT OF
BEGINNING of the parcel herein described; thence continuing North
89 degrees 13 minutes 45 seconds West 279.45 feet to an iron pin
in the center of the county road; thence with the county road for
the next two (2) courses; 1) South 07 degrees 48 minutes 59
seconds West 162.91 feet to a found iron spike; 2) South 10
degrees 38 minutes 27 seconds East 37.05 feet to an iron pin;
thence South 89 degrees 13 minutes 45 seconds East 293.85 feet to
a point in the lake; thence North no degrees 15 minutes 50 seconds
East 198.01 feet to the point of beginning.

Containing 1.325 acres more or less and subject to any other
right-of-ways, easements or restrictions of record or observable.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

NOV 05 1997

Burda Adams
Auditor Morgan County

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DESCRIPTION OF A 50' WIDE
ACCESS AND UTILITY EASEMENT

An access and utility easement, 50 feet in width lying in part of the Northeast Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, easement described as follows:

Commencing at a stone found per the county records; which marks the northeast corner of the Northeast Quarter of Section 9, thence with the east line of the above captioned Quarter section South no degrees 15 minutes 50 seconds West (assumed bearing) a distance of 1323.73 feet to an iron pin; thence North 89 degrees 13 minutes 45 seconds West 1709.45 feet to an iron pin lying in the center of the county road and the POINT OF BEGINNING of the easement herein described; thence with the county road South 07 degrees 48 minutes 59 seconds West 50.38 feet; thence South 89 degrees 12 minutes 44 seconds East 591.54 feet; thence South no degrees 15 minutes 50 seconds West 97.83 feet; thence North 89 degrees 13 minutes 45 seconds West 25.00 feet; thence South no degrees 15 minutes 50 seconds West 100.00 feet; thence South 89 degrees 13 minutes 45 seconds East 100.00 feet; thence North no degrees 15 minutes 50 seconds East 25.00 feet; thence South 89 degrees 13 minutes 45 seconds East 780.00 feet; thence South no degrees 15 minutes 50 seconds West 25.00 feet; thence South 89 degrees 13 minutes 45 seconds East 100.00 feet; thence North no degrees 15 minutes 50 seconds East 100.00 feet; thence North 89 degrees 13 minutes 45 seconds West 100.00 feet; thence South no degrees 15 minutes 50 seconds West 25.00 feet; thence North 89 degrees 13 minutes 45 seconds West 780.00 feet; thence North no degrees 15 minutes 50 seconds East 25.00 feet; thence North 89 degrees 13 minutes 45 seconds West 25.00 feet; thence North no degrees 15 minutes 50 seconds East 148.23 feet; thence North 89 degrees 13 minutes 45 seconds West 634.45 feet to the point of beginning.

Client: Alan Deerwester
File No: 437-97
Dated: September 23, 1997

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

NOV 05 1997

EXHIBIT "B"

Burton Adams
Auditor Morgan County

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WOODFIELD PLACE

All Purchasers, their heirs, successors and assigns, of lots in **WOODFIELD PLACE** shall take title subject to the following covenants and restrictions and shall be bound thereby and the name **WOODFIELD PLACE** shall, from this point forth, be inclusive of all lots shown on the recorded plat, as shall the name **PARCEL OWNER** be inclusive of the same:

1. **Director.** The Director shall review and approve, deny or recommend any necessary changes for approval of all plans for the construction of residential dwelling houses, accessory buildings and all other structures to promote harmony of design and compatibility with existing structures and standards for this community. The Director shall also approve or deny any technical variation or exception from any construction requirements. The Director shall approve or deny any soil and erosion control guidelines which must be adhered to by the parcel owners, their builders, contractors and subcontractors. The developer, (Deerwaster Development, Inc.) and its successors, heirs and assigns, shall make all appointments until all parcels are sold in all present and subsequent sections of **WOODFIELD PLACE** and all parcels' residential dwellings are constructed. The initial Director shall have the right to waive or alter any covenant or restriction.
2. **Architectural Design.** All buildings, walls, fences and all other structures are subject to the approval of the Director. No building, wall, fence or other structure shall be constructed, erected, placed or altered in **WOODFIELD PLACE** until the location and elevation plans, building plans and specifications have been submitted to the Director at least 15 days before construction commences. The Director will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance of structures already existing and for conformity with surface drainage requirements, living area requirements, external construction, destruction of trees and other vegetation and any other such matter as may affect the environment or ecology of **WOODFIELD PLACE**. In the event the Director, or its designated representative, fails to approve or deny any plans and specifications within fifteen (15) days after such plans and specifications have been submitted to the Director, then such plans and specifications will be considered approved.
3. **Land Use.** All parcels herein are for residential use only, limited to one single family dwelling per parcel. No parcel divisions will be permitted.
4. **Water.** All parcel owners in **WOODFIELD PLACE** must connect to Hill Water Company supply lines.

EXHIBIT "C"

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5. **Building Location.** No building shall be located on any lot nearer to the front lot line, or nearer to the side lot line, or nearer to the rear lot line, than the setback lines per Morgan County Zoning Ordinances and the plat. For the purpose of the covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any parcel to encroach upon any other parcel unless the other parcel, or part thereof, is owned by the same owner.

6. **Dwelling Size.** No dwelling shall exceed three (3) stories in height. An attached private garage for a minimum of two (2) cars must be included. The ground floor of the dwelling structure, exclusive of basements, garages, and porches, shall not be less than one thousand six hundred (1,600) square feet of living area for a one-story dwelling nor less than one thousand two hundred (1,200) square feet of living area, per story, for a dwelling of more than one story, which shall not be less than two thousand four hundred (2,400) square feet exclusive of basements, garages and porches.

7. **Construction Requirements.**
 - a. Exterior of all dwellings, including shingles, soffit, fascia, gable, gutter, brick and wood materials and colors, shall be submitted to and subject to approval by the Director at least fifteen (15) days before construction commences. All Dwellings must be built on a crawl space or basement construction.

 - b. If the roof is a hip type, then a minimum of 8/12 pitch shall be used. If the roof is to be a gable type, then a minimum of 8/12 pitch shall be used.

 - c. Overhang (eaves) shall be minimum of eight (8) inches beyond any exterior wall finish.

 - d. After construction, all parcels 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 as determined by the Director, considering specific lot characteristics.

 - e. All stone, asphalt, concrete or cobblestone driveways shall be subject to the Director's approval after plans and specifications are submitted. Culvert pipe length, diameter and material shall be specified if required by the Director.

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- f. All construction, finish grading and landscaping to be completed within six (6) months of the start of the construction, acts of God and Unusual weather or destruction of work in progress excepting.
 - g. All owners and their builder/contractors shall be responsible for and maintain the job site in a reasonable, sightly order, containing all trash and debris within the lot and properly disposed of or removed as determined by the Director. Owner and their builder/contractors shall register with the Director and obtain from the Director a copy of WOODFIELD PLACE plat and covenants and restrictions.
 - h. All owners and their builder/contractors shall be responsible for and repair or restore any damage during construction whether or not inadvertent or unavoidable, including but not limited to other parcels, gutters, street, storm drainage area, utilities or other improvements, including finished graded and grassed areas.
 - i. All parcel owners, for the good of the community, will maintain their property in good condition to the road.
8. **Utility Easements.** Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities, reasonable and conveniently required, such as lines, ducts, gas and 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 parcel owner(s) as determined by the Director.
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 be restricted. Maintenance of the drainage easement area is the responsibility of the parcel owner(s) as determined by the Director. Parcel owner(s) shall not obstruct or restrict any natural flow of water through the community as solely determined by the Director.
10. **Resources.** No mining, drilling or excavation of any oil, gas, liquid, aggregate, mineral or soil shall be permitted except as incidental to the site preparation and construction authorized by these covenants and restrictions.

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11. **Vehicle Parking.** No unlicensed or inoperative vehicles of any kind, including but not limited to boats, trucks, campers, trailers, recreational vehicles, motorcycles or similar vehicles shall be parked on any road, private driveway or parcel. Licensed and operating vehicles (of the kind and nature described above) may be parked on a lot provided it is screened in such a way that it is not visible to the occupants of the adjacent parcels. The Director shall determine what is acceptable screening.
12. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles (including recreational vehicles, boats, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No trash burning allowed.
13. **Vacant Parcel Maintenance.** Vacant parcels shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation allowed to grow in excess of twelve (12) inches in height. Unsold parcels shall be mowed and maintained by the developer. If sold parcels are not mowed or 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 as determined by the Director.
14. **Business Use.** No exterior business activity whatsoever shall be permitted.
15. **Auto Mechanics.** No exterior auto mechanics except for minor or routine repair and maintenance of the owner's personal vehicles as determined by the Director.
16. **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.
17. **Storage Tanks.** No bulk storage tanks of any kind shall be allowed unless screened and approved by the Director.
18. **Utility/Storage Buildings.** All utility/storage building plans, specifications and colors shall be submitted to and subject to approval by the Director at least 15 days before commencing construction.

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19. **Fences.** No fence shall be erected until approval is obtained from the Director as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for fences of a decorative type, provided such fence has been approved by the Director. All fences shall be maintained in good repair by parcel owners as determined by the Director.
20. **Animals.** The Director shall determine any exception to only a maximum of three household pets permitted per parcel. No other animals shall be permitted without written approval by the Director.
21. **Pools.** Above ground and in-ground pools shall be subject to Director's approval and owner(s) must submit to Director any or all specifications at least fifteen (15) days prior to planned construction.
22. **Mailboxes.** The Director shall specify and determine location of all mailboxes. No mailbox shall be changed, including color, without Director's approval.
23. **Basketball Goals.** Type and location of basketball goals are subject to approval by the Director.
24. **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.
25. **Enforcement.** Enforcement of the **WOODFIELD PLACE** Covenants and Restrictions set out in the Agreement shall be, by proceeding at law, instituted by the Developer as shown on the plat of record, the owner of any parcel of record or the Director with any of these entities having the right to bring the action against a violating party. The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five years from date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a 75% majority of parcel owners of this section. After the initial term, the covenants and restrictions may also be amended by a majority vote of parcel owners and the owners will be allowed one vote for each parcel owned. Invalidation of any covenant or restriction herein by judgment, Court Order or otherwise, shall not affect any other covenant or restriction.

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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 any restrictions set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation, including attorney fees, court costs and actual damage to the developer, homeowner, or Association for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other parcels in **WOODFIELD PLACE** and the developer. These Covenants and Restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the developer or other expense in bringing the legal action, including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and become a lien in the event of an adverse judgment in favor of the plaintiff and against the defendant parcel owner. Included in the damages, which shall be recoverable under this section to the developer, other parcel owners and the Association, will be the monies expended by the developer, parcel owners or the Association in curing violating or time and expenses which accrue in bringing an action to cure the violation.

ASSOCIATION

All owners of the real estate, whether legal or equitable, shall be members of a non-profit incorporated **Association** of such owners known as **WOODFIELD PLACE HOMEOWNER'S ASSOCIATION**.

1. **Purpose.** The purpose of the **Association**, the **Association's** covenants and restrictions, and all assessments levied by the **Association** shall be for the purpose of promoting the preservation, conservation of environment, and beauty of **WOODFIELD PLACE**, for promoting recreation, health, safety and welfare of the residents of **WOODFIELD PLACE** and in particular for the improvements and maintenance of the common properties situated in the community including but not limited to the payment of insurance thereof and repair, replacement, maintenance of common areas including lighting, roadways, drainways, culvert pipes, entrance of stone and brick, signs, plantings and any future curbs and sidewalks and other common areas including the

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cost of labor, equipment, materials and management and supervision thereof.

1.2 **Members.** One membership shall exist for each ownership of a parcel. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. The Developer shall have one membership for each parcel not sold. "Parcel" shall refer to that real estate labeled with a parcel number by Developer's survey. All restrictions shall apply to all parcels of **WOODFIELD PLACE**.

1.3 **Term.** The **Association** shall commence upon execution of this agreement for a term of twenty-five (25) years and thereafter unless terminated by a vote of seventy-five percent (75%) of the members as attested and recorded in the Miscellaneous Records of the Recorder's Office.

1.4 **Director.**

(a). **Duties.** The Director shall be responsible for the maintenance of all private roads within **WOODFIELD PLACE** and shall collect and deposit in a trust account all road maintenance levies in one account separate from any other. Any dues of the **Association** shall likewise be collected and deposited in a trust account separate from any other. The Director shall cause notice to be mailed to all owners of record as determined by Auditor's Transfer Books as of December 31, the preceding calendar year, on or before January 15 of the calendar year. The Director shall be accountable for all such expenditures. The Director shall approve, deny or require recommended changes to all building plans, as to aesthetics, although subjective, and as to conformity to these covenants and restrictions.

(b). **Term/Election.** The initial Director shall be appointed by the Developer. The Developer's first appointee is Lora J. Parsons. The initial Director shall serve until the 5th annual meeting, whereupon the Director shall be elected by a majority of the **Association** members present for a one (1) year term or until a successor is elected and qualified. The Director shall be a member of the **Association**.

1.5 **Meetings.**

(a). **Annual Meeting.** The annual meeting shall be at 7:00 p.m. on the last Wednesday in March unless otherwise established by the Director. The first annual meeting shall be in the year 1998 or as set by the Director, if before this date. A notice including time, date and place shall be mailed by United States First Class Mail, certified return receipt requested, to all owners of parcels in **WOODFIELD PLACE** according to

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the records of the MORGAN COUNTY AUDITOR. The agenda shall include but not be limited to:

1. The election of a Director.
2. The audit report of the collection and expenditures of road levies and new levy.
3. The setting of dues or other expenditures.
4. The audit report of the collection and expenditures of dues or other assessments.
5. Any other item of business determined by the Director or Association upon petition of twenty-five percent (25%) of the members to the Director.

The Director shall preside.

(b). **Special Meetings.** A special meeting may be called by the Director or upon petition of twenty-five percent (25%) of the members to the Association upon fourteen (14) days written and published notice to the members. The notice shall state the purpose and proposed agenda and the time, date and place of meeting.

2.0 Levies and Assessments.

2.1 Road Maintenance Levy. The maintenance and repair levy shall be determined by the Director and approved by a vote of two-thirds of the Association members. The levy shall be divided and assessed amongst the members so that parcels in **WOODFIELD PLACE** upon a private road shall be assessed a full levy according to percentage of parcels owned with relationship to total parcels.

2.2 Dues/Other Assessments. All dues or other assessments shall be assessed per member and authorized and approved by at least two-thirds (2/3) of the members present at the meeting adopting such dues or assessments.

2.3 Lien. All road levies, dues, or other assessments shall be due and payable on or before May 15 of each calendar year and if not fully paid on or before June 15th, of each calendar year, there shall be a lien upon the real estate of the member which may be foreclosed in the name of the Association by judicial proceeding as real estate mortgages are foreclosed, together with prejudgment interest, attorney fees and costs of collection, without relief from valuation and appraisal laws. The Director shall cause a list of delinquencies to be prepared each year as of May 15 and recorded the same by last known name(s) of owners of

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record as set out in the notice in Miscellaneous Records of the Recorder's Office.

2.4 **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 date of recordation and the operation of law.

3.0 **Effective Date/Amendments.**

3.1 **Effective Date.** These covenants and restrictions shall be in full force and effect upon the recordation of this deed and shall continue until November, 2002, and thereafter until terminated by a vote of seventy-five percent (75%) of the Association members as attested and recorded in the Recorder's Office by the Director.

3.2 **Amendment.** These covenants and restrictions shall otherwise be amended by a vote of seventy-five percent (75%) of the Association members as attested and recorded in the Miscellaneous Records of the Recorder's Office by the Director.

RECEIVED FOR RECORD
November 5 1997
8:36 A.
Yvonne Kivett
MORGAN COUNTY RECORDER

DULY ENTERED FOR TAXATION!
Subject to final acceptance for transfer

NOV 05 1997

Brenda Adams
Auditor Morgan County

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WOODFIELD

PART OF THE NORTHEAST QUARTER O RANGE 1 EAST, MORGAN

DESCRIPTION OF PARCEL 1
1.000 ACRES

Part of the Northeast Quarter of Section 8, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing 1.243 acres more or less and subject to any other right-in-way, easements or restrictions of record or otherwise.

DESCRIPTION OF PARCEL 2
1.000 ACRES

Part of the Northeast Quarter of Section 8, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing 1.243 acres more or less and subject to any other right-in-way, easements or restrictions of record or otherwise.

DESCRIPTION OF PARCEL 3
1.000 ACRES

Part of the Northeast Quarter of Section 8, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing 1.243 acres more or less and subject to any other right-in-way, easements or restrictions of record or otherwise.

DESCRIPTION OF PARCEL 4
1.000 ACRES

Part of the Northeast Quarter of Section 8, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing 1.243 acres more or less and subject to any other right-in-way, easements or restrictions of record or otherwise.

DESCRIPTION OF PARCEL 5
1.000 ACRES

Part of the Northeast Quarter of Section 8, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing 1.243 acres more or less and subject to any other right-in-way, easements or restrictions of record or otherwise.

DESCRIPTION OF PARCEL 6
1.000 ACRES

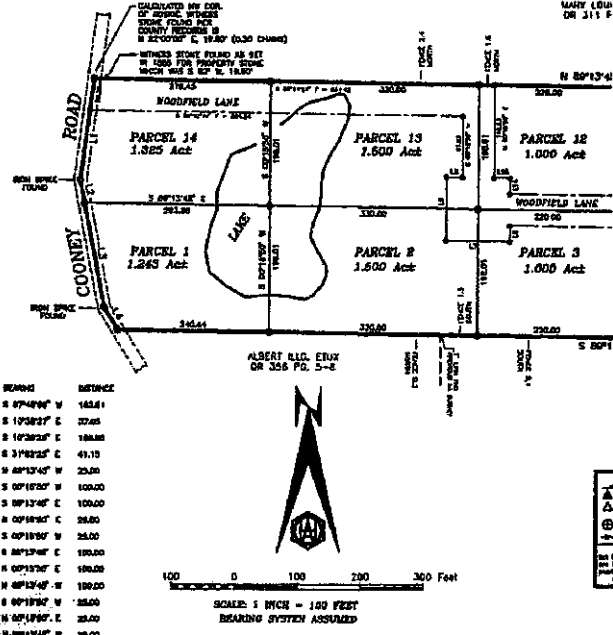
Part of the Northeast Quarter of Section 8, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing 1.243 acres more or less and subject to any other right-in-way, easements or restrictions of record or otherwise.

DESCRIPTION OF PARCEL 10
1.000 ACRES

Part of the Northeast Quarter of Section 8, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing 1.243 acres more or less and subject to any other right-in-way, easements or restrictions of record or otherwise.



ALBERT RLD. ERUX
OR 356 PG. 5-8

S 89°51'24" E - 2840.69

THERE ARE IMPROVEMENTS
OWNER OF RECORD: ALAN D.

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ELD PLACE

TER OF SECTION 9, TOWNSHIP 13 NORTH,
ORGAN COUNTY, INDIANA.

Book 6 Page 26

DESCRIPTION OF PARCEL 11
1.000 ACRES

Part of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing of a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

1.000 ACRES

Containing 1.000 acres more or less and subject to any other right-of-way, easements or restrictions of record or otherwise.

DESCRIPTION OF PARCEL 12
1.000 ACRES

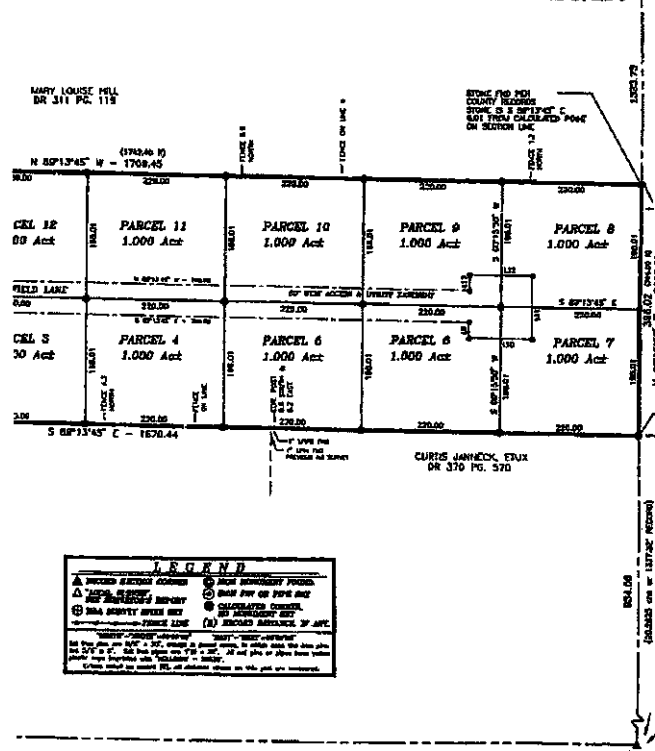
Part of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing of a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

1.000 ACRES

Containing 1.000 acres more or less and subject to any other right-of-way, easements or restrictions of record or otherwise.



DESCRIPTION OF PARCEL 13
1.000 ACRES

Part of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing of a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

1.000 ACRES

Containing 1.000 acres more or less and subject to any other right-of-way, easements or restrictions of record or otherwise.

DESCRIPTION OF PARCEL 14
1.000 ACRES

Part of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing of a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

1.000 ACRES

Containing 1.000 acres more or less and subject to any other right-of-way, easements or restrictions of record or otherwise.

ACCESS AND UTILITY EASEMENT

60' access and utility easement, 20' fee in utility line in part of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Containing of a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

Commencing at a stone found per the county records which marks the southeast corner of the Northwest Quarter of Section 9, Township 13 North, Range 1 East, Morgan County, Indiana, described as follows:

1.000 ACRES

Containing 1.000 acres more or less and subject to any other right-of-way, easements or restrictions of record or otherwise.

CERTIFICATION

I, Ross C. Holloway, an Indiana Registered Land Surveyor, Surveyor No. 20530, do hereby certify that, to the best of my information, knowledge and belief, this plat is representative of a survey as completed under my direct supervision on September 23, 1987.

Ross C. Holloway
Indiana Registered
Surveyor No. 20530
Date: September 23, 1987.

I, ALAN DEERWESTER, OWNER OF THE LAND SHOWN HEREON AS RECORDED IN DEED RECORD 308 PAGE 800, DO HEREBY DIVIDE SAID LAND INTO (14) PARCELS AS SHOWN AND DESCRIBED ON THIS SURVEY.

ALAN DEERWESTER

NOVEMBER 1987

FOR DISCUSSION OF THE DIVERSITY OF THE SURVEY RECORDED IN SURVEY RECORD 108 BY THE RECORDER'S OFFICE OF MORGAN COUNTY, INDIANA.



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WOLF PLACE

OF SECTION 9, TOWNSHIP 13 NORTH,
MORGAN COUNTY, INDIANA.

Book 6 Page 214

ASSOCIATION

All owners of the real estate, whether legal or equitable, shall be members of a non-profit Incorporated Association of such owners known as WOLF PLACE HOMEOWNERS ASSOCIATION.

- Purpose.** The purpose of the Association, the Association's covenants and restrictions, and all assessments levied by the Association shall be for the purpose of promoting the preservation, conservation of enjoyment, and benefit of WOLF PLACE, for promoting recreation, health, safety and welfare of the residents of WOLF PLACE and in particular for the improvement and maintenance of the common properties situated in the community including, but not limited to the payment of insurance, taxes and fees, replacement, maintenance of common areas including building, roads, sidewalks, paved areas, drainage of storm and surface water, signs, plantings and any future curb and sidewalks and other common areas including the cost of labor, equipment, materials and management and supervision thereof.
- Members, one membership shall exist for each ownership of a parcel. "Ownership" shall mean all persons, whether legal or equitable and regardless of the number or form of tenancy. The Developer shall have one membership for each parcel not sold. "Parcel" shall refer to that parcel as labeled with a parcel number on the Developer's survey. All restrictions apply to all parcels of WOLF PLACE.
- Term. The Association shall commence upon execution of this agreement for a term of twenty-five (25) years and thereafter unless terminated by a vote of seventy-five percent (75%) of the members as entitled and recorded in the Miscellaneous Records of the Recorder's Office.

1.4 Director.

(a) Duties. The Director shall be responsible for the maintenance of all private roads within WOLF PLACE and shall collect and deposit in a trust account all road maintenance fees in one account separate from any other. Any dues of the Association shall likewise be collected and deposited in a trust account separate from any other. The Director shall cause notices to be mailed to all owners of record as determined by Auditor's Treasurer Books on or before January 15 of the calendar year. The Director shall be accountable for all such expenditures. The Director shall cooperate, delay or require recommended changes to all building plans, or to aesthetics, although subjective, and as to conformity to these covenants and restrictions.

(b) Term/Election. The Initial Director shall be appointed by the Developer. The Developer's first appointee is Lore J. Parsons. The Initial Director shall serve until the 5th annual meeting, whereupon the Director shall be elected by a majority of the Association members present for a one (1) year term if a successor is elected and qualified. The Director shall be a member of the Association.

1.5 Meetings.

(a) Annual Meeting. The annual meeting shall be at 7:00 p.m. on the first Wednesday in March unless otherwise established by the Director. The first annual meeting shall be in the year 1987 or by the Director, it falls this date. A notice including time, date and place shall be mailed by United States First Class Mail, certified return receipt requested, to all owners of parcels in WOLF PLACE according to the records of the MORGAN COUNTY AUDITOR. The agenda shall include but not be limited to:

- The election of a Director
- The audit report of the collection and expenditures of road fees and new levy.
- The setting of dues or other expenditures.
- The audit report of the collection and expenditures of dues or other assessments.
- Any other item of business determined by the Director or Association upon petition of twenty-five percent (25%) of the members to the Director shall precede.

(b) Special Meetings. A special meeting may be called by the Director or upon petition of twenty-five percent (25%) of the members to the Association upon fourteen (14) days written and published notice to the members. The notice must state the purpose and proposed agenda and the time, date and place of meeting.

2.0 Levies and Assessments.

- Road Maintenance Levy.** The maintenance and repair levy shall be determined by the Director and approved by a vote of two-thirds of the Association members. The levy shall be divided and assessed amongst the members of that parcel in WOLF PLACE upon a private road shall be assessed on all fees according to percentage of parcels owned with relationship to total parcels.
- Dues/Other Assessments.** All dues or other assessments shall be assessed per member and authorized and approved by at least two-thirds (2/3) of the members present at the meeting adopting such dues or assessments.

2.3 Lien. All road fees, dues, or other assessments shall be due and payable on or before May 15, of each calendar year, and if not fully paid on or before June 15th, of each calendar year, there shall be a lien upon the real estate of the member which may be foreclosed in the name of the Association by judicial proceeding as real estate mortgages are foreclosed, together with engagement interest, attorney fees and costs of collection, without regard from redemption and redemption fees. The Director shall cause a list of delinquencies to be prepared each year on or before May 15 and recorded the same by first known name(s) of owner of record as set out in the notice in Miscellaneous Records of the Recorder's Office.

2.4 Priority. The priority of any lien herein shall be second and junior to any mortgage money mortgage. Otherwise, such lien is entitled to the priority and dignity according to date of recordation and the operation of law.

3.0 Effective Date/Amendments.

- Effective Date.** These covenants and restrictions shall be binding from and effect upon the recording of this deed and shall continue until November, 2012. The Developer shall be terminated by a vote of seventy-five percent (75%) of the Association members as entitled and recorded in the Recorder's Office by the Director.
- Amendment.** These covenants and restrictions shall thereafter be amended by a vote of seventy-five percent (75%) of the Association members as entitled and recorded in the Miscellaneous Records of the Recorder's Office by the Director.

DEVELOPERS CERTIFICATION AND DEDICATION

The declaratory statement of dedication, restrictions, covenants and assessments, to run with the land, shown herein, is hereby so declared and executed by the undersigned, Alan Deveseler, owner of said property, this 14th day of July, 2001.

Alan Deveseler
Alan Deveseler

State of Indiana)
County of Morgan }

Before me, the undersigned, a Notary Public, personally appeared Alan Deveseler, owner and developer of said property, and acknowledged the execution of this instrument to be his voluntary act and deed.

Witness my Hand and Seal this 14th day of July, 2001.



Alan W. Seiler
Notary Public
M.A.W. SEILER
Printed or Typed

OFF. 24 24
3:05 P.
Miss Alvert

Resident of Morgan County.
My Commission Expires July 14, 2001

FILED FOR RECORD
OCT 26 2001
Cassidy Adams
Auditor Morgan County

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