

COVENANTS AND RESTRICTIONS
RE AVALON WOODS SECTIONS I AND II

The undersigned as owner of the real estate described in the plat attached hereto and marked as Exhibit "A" does hereby certify that he plats and subdivides the same real estate into lots in accordance with the plat attached as Exhibit "A" and the same shall henceforth be known as Avalon Woods Sections I and II consisting of lots in Section I numbered consecutively 1 through 3, inclusive and lots in Section II numbered 4 through 10 inclusive, together with the indicated dedicated easement for road and utilities as set forth on Exhibit "A" attached hereto.

1. The undersigned owner hereby establishes the following restrictions, covenants, provisions and conditions as part of said plat and subdivision which are hereby made covenants to run with the land. All deeds of conveyance and land contracts which relate to the real estate described in Exhibit A, specifically delineated as lots 1 through 10, inclusive, shall be subject to the restrictions and regulations contained herein and subject to the terms and conditions set forth in these covenants, provisions and restrictions.

2. There is hereby established an unincorporated association which shall be applicable to the real estate described in Exhibit "A" as lots 1 through 10 which shall be known as Avalon Woods Homeowners Association. Persons shall be eligible for membership in the association as a result of the ownership of a lot in either Avalon Woods Section I or II, except as provided in paragraph three (3) below, each tract shall have one vote in all matters which pertain to the described homeowners association or any matters pertaining to modification of these covenants or restrictions.

3. Regarding any matters relating to the road easement or the maintenance, clearing or improvement of said easement as set forth in Exhibit "A" only those owners of tracts in Section II, specifically, lots numbered 4 through 10, inclusive, shall be entitled to a vote with regard to any matters pertaining to the maintenance, repair or other matters pertaining to said roadway. Each individual tract in Section II shall be entitled to one vote with regard to matters pertaining to the roadway.

4. Membership in this association shall be created or transferred in the event any interest, legal or equitable, is transferred with regard to any portion of the described real estate or to any party. Until such time as membership is created in such manner, the undersigned owner shall be entitled to one vote per tract which the undersigned owner continues to own.

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5. All tracts shall be used for residential purposes only with no business or office use including business storage. There shall not be any open storage of materials, equipment, junk, inoperative automobiles or parts thereof, or like items at any time. Any obnoxious, offensive or illegal activities or any action constituting a nuisance is prohibited. All dwellings constructed on tracts numbered 1 through 10 in Exhibit "A" shall be used exclusively for single family residences.

6. There shall be no swine on the tracts at any time nor shall there be more than one animal per even acre of each purchased tract. All animals are to be restrained within the owner's boundaries. Commercial breeding or kennel activities of any animals including, but not limited to household pets, are prohibited.

7. No owner shall subdivide any tract into smaller tracts or shall there be more than one single family dwelling per tract.

8. All dwellings constructed on the above tracts shall contain at least 1500 square feet of improved living area within the outside walls, all are to be installed on a permanent foundation and all shall have no less than a 5/12 roof pitch, and each must be more than 23 feet wide. Under no circumstances shall any trailers be permitted to be used as a residence on any tract described in Exhibit "A" as tracts 1 through 10. Any and all construction, which shall be commenced, shall be completed within one (1) year.

9. Any owners of any tract set forth in Exhibit "A" shall have the right to file an action for the enforcement of any provisions herein and if successful, shall be able to recover, including any and all other relief available in equity or at law, reasonable expenses incurred in maintaining such action including, but limited to, costs thereof together with attorney fees incurred.

10. No fences, gates or other impediments shall be allowed or permitted within the road right-of-way as depicted on Exhibit "A" as an easement for road and utilities.

11. Those members of the association entitled to one vote as a result of ownership of tracts numbered 4 through 10 inclusive, shall elect a road director during the month of November of each year. Said director shall serve without pay. The first road director shall be appointed by the undersigned owner for the calendar year 2000 through 2001. Election thereafter, shall be by majority vote of those owners of tracts 4 through 10, inclusive, who are present, or by way of absentee ballot, at a meeting held upon reasonable advance notice to all members who own tracts denominated as lots numbered 4 through 10. Said advance notice shall be in writing and delivered to the address maintained by the Morgan County Auditor for purposes of sending tax

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statements to the owners of tracts 4 through 10.

12. The roadway herein as shown on Exhibit "A" is private and shall be under the auspices of the association members who are owners of tracts 4 through 10 and further said roadway is dedicated to the use of the owners of those separate tracts numbered 4 through 10 within the described real estate. The sixty (60) foot roadway is to be left open of all fences and gates and is further to be maintained to prevent undue washing or deterioration, with the rights-of-way to be mowed by the adjoining tract owners of the association, or failing that, then by the association road director. Should any tract owner fail to maintain or mow his portion of the property adjoining the roadway, then the director shall charge such owner with any costs related to such mowing of the adjoining property as a separate charge. All tract owners of lots 4 through 10, upon construction of any improvement upon said tract, shall thenceforth contribute \$100.00 to the roadway fund and shall in addition, be held responsible for damage to the roadway, if any, caused by construction upon their tract.

13. Each tract numbered 4 through 10 consecutively shall be required to use the roadway easement to gain access to and from Centennial Road and shall be assessed an assessment fee in February of each year for road maintenance. The funds shall be paid to the road director who shall account for the funds to the members of this association who are owners of tracts 4 through 10, inclusive. This maintenance fee shall include the reasonable costs and expenses incurred on an annual basis and shall be used for such maintenance fees including, but not limited to, stone, road or snow clearance, or other maintenance work necessary to maintain said roadway in a condition suitable for automobile traffic to tracts 4 through 10 inclusive. The annual assessment, payable in February of each year, shall be \$100.00 per year per tract. Any increase in the \$100.00 assessment may be imposed by a majority vote of those members who own parcels 4 through 10. For such purposes, each tract owner of lots 4 through 10 shall be entitled to one vote. In addition to the foregoing, the road director shall have the right and the obligation to pay any unpaid taxes or assessments levied or due upon the roadway easement as set forth in Exhibit "A".

14. The road assessment provided for herein, if not paid within fifty (50) days of notice that said payment is past due and owing, shall be considered delinquent and shall become a lien upon the tract owned by person or persons liable for such assessment. Said lien may be foreclosed upon by the road director and/or the association in the same manner and procedure as is applicable for the foreclosure of liens then in effect in the State of Indiana, including interest at a rate of 12% per annum until said sums are collected and paid in full together with

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all reasonable costs and expenses including attorney fees related to the collection process. Said lien shall be subordinate to any purchase money mortgage upon any tract numbered 4 through 10. The undersigned owner hereby grants an easement upon, across, over and under the roadway easement depicted in Exhibit "A" for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewer, gas, telephones, electricity and cable TV. By virtue of this easement it is expressly permitted for utilities to enter upon the roadway easement contained in Exhibit "A" to maintain necessary poles, fixtures, equipment and lines upon or over said easement, or above, across and under the easement depicted in Exhibit "A". Further, the undersigned owner hereby expressly reserves unto himself the right to grant one or more of the utilities or persons or entities a license into and on the roadway easement so long as the undersigned has any interest, legal or otherwise, in any lot numbered 4 through 10, inclusive.

15. The restrictive covenants contained herein may be modified at any time by an instrument bearing the signatures of the majority of the tract owners of Avalon Woods. However, notwithstanding the foregoing, the restrictive covenants and easements pertaining to the roadway may be modified and/or amended at any time by an instrument bearing the signatures of the majority of the tract owners numbered 4 through 10, inclusive, as to the restrictive covenants and easements pertaining to said roadway.

16. The association, any member thereof, or the road director shall have the right to file an action for the enforcement of any provision herein and the violator shall be responsible and if successful, shall additionally be entitled to recover the reasonable expenses connected with such action including, but not limited to, attorney fees as a result thereof.

So DEDICATED and RESTRICTED this 23rd day of August, 1999.

 (R)
William Kikendall, II

CHICAGO TITLE


STATE OF INDIANA,
COUNTY OF MORGAN, SS:

Before me, a Notary Public, personally appeared William Kikendall, II, who acknowledged the execution of the foregoing and who, after being duly sworn upon their oath, represents that

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all allegations contained herein are true and accurate to the best of my knowledge and belief.

Dated this 23rd day of August, 1999.


Notary Public of Wayne County
Indiana



My Commission Expires:

June 13, 2008.

This instrument prepared by Phillip R. Smith, Attorney
359 East Morgan, Martinsville, In 46151
Attorney No. 1579-55

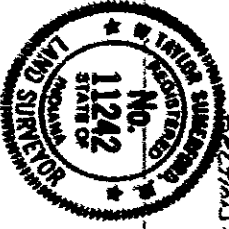
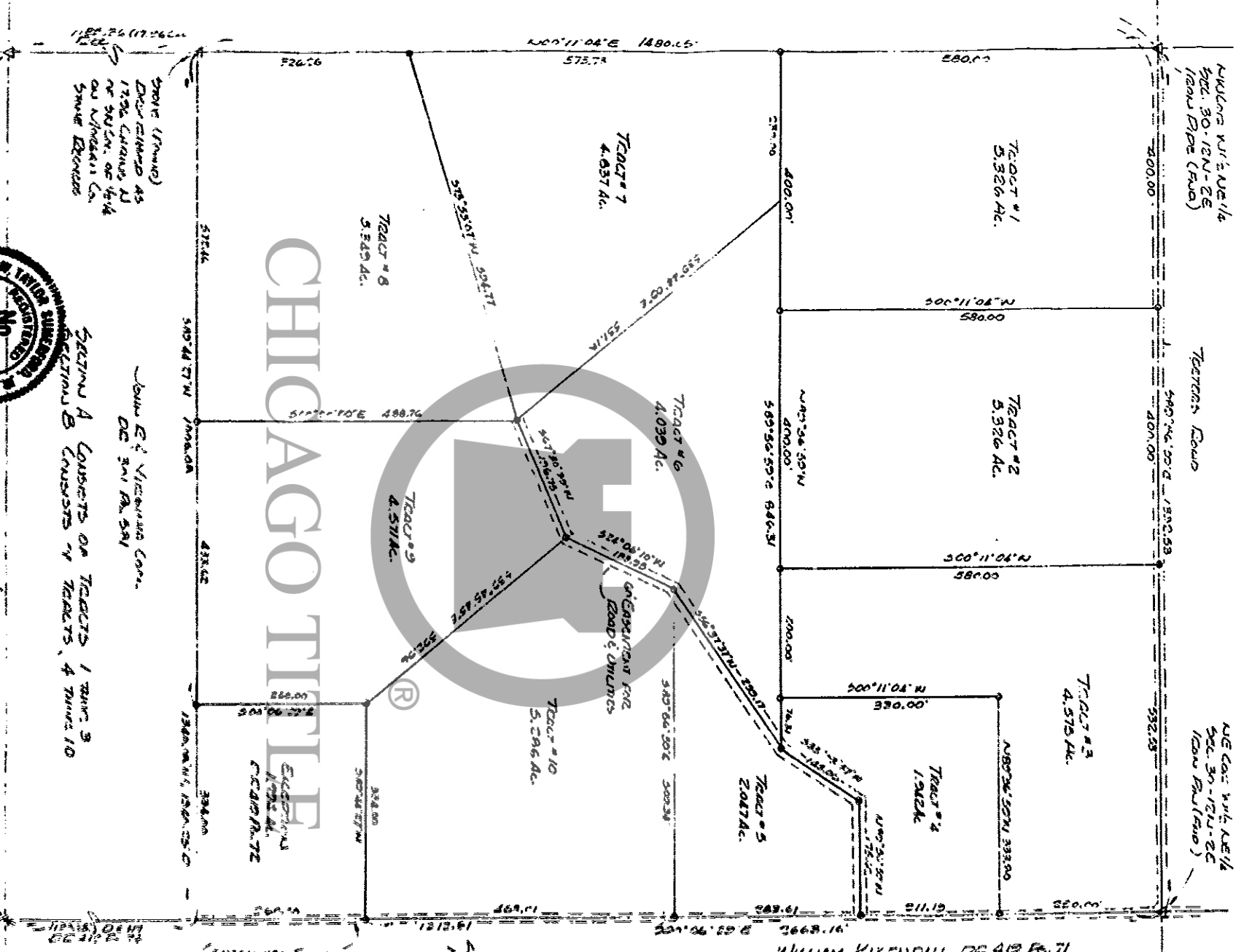


CHICAGO TITLE

402

TRACT OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 12 NORTH, RANGE 2 EAST, GREEN TOWNSHIP, MORGAN COUNTY, INDIANA.

EXHIBIT "A"



1. TRACTS 1-10 ARE 20A TRACT PLATS
2. TRACT TRACTS ARE RECORDED AT DE 410 PAGES 71-76
3. NEW 1/4 AND 3/4 ACRES AT ALL FILL CORNERS
4. RAILROAD SPIKES PLACES AT CORNERS IN CENTER.

SECTION A CONSISTS OF TRACTS 1 THRU 3
SECTION B CONSISTS OF TRACTS 4 THRU 10

John E & Victoria Cor.

Will be a sample of the plat submitted to the Land Surveyor office reviewed 1/10
 DEGRE MEASURED BY SEC. 30-12N-2E
 Survey by Assessors with Co. Surveyors
 2. No INTERFERENCES, ENDS 1-10 TRACTS 1 THRU 10
 5. OVERSHAD VESTED IN THE WILLIAM G. KIRKENDALL JR.

RECEIVED FOR RECORD
 August 26 1999
 2:02 P.M.
 Karen Burnett
 MORGAN COUNTY RECORDER

SUPPLEMENT TO COVENANTS AND RESTRICTIONS
OF AVALON WOODS, SECTION I & II

ROADWAY EASEMENT

WHEREAS, the undersigned encumbered certain real estate known as Avalon Woods, Section I & II, with covenants and restrictions, which among other matters, created an easement for roadway and utilities, as contained in Misc. Record Book ~~156~~ ³⁹⁸⁻⁴⁰³ page ~~401~~, and in particular in the last portion of rhetorical paragraph 14; and

WHEREAS, attached to the foregoing covenants and restrictions, was an Exhibit "A", being a plat of various tracts owned by the undersigned; and

That the roadway easement is for the benefit of and subject to the various tracts, being four (4) through ten (10), inclusive, which is more particularly described as follows:

An easement of 60 feet in width for access and utility purposes located in a part of the West half of the Northeast quarter of Section 30, Township 12 North, Range 2 East, Morgan County, Indiana, the centerline of said easement described as follows:

Commencing at the Northeast corner of the above described West half of the Northeast quarter of Section 30; thence with the East line of the half quarter South 00 degrees 06 minutes 29 seconds East 461.19 feet to the true point of beginning of the herein described easement centerline; thence North 89 degrees 56 minutes 59 seconds West 175.62 feet; thence South 35 degrees 03 minutes 57 seconds West 145.06 feet; thence South 56 degrees 37 minutes 37 seconds West 299.17 feet; thence South 24 degrees 06 minutes 10 seconds West 183.95 feet; thence South 67 degrees 30 minutes 39 seconds West 196.75 feet to the Northeast corner of a certain 5.349 acre tract and the Southeast corner of a

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certain 4.837 acre tract and the point of termination of the herein described easement centerline, the sidelines of the easement being lengthened or shortened as required to intersect the half quarter line and the East line of the 5.349 acre tract and the Northerly line of the 4.837 acre tract; and continuing on and along the line between the 5.349 acre tract and continuing 4.837 acre tract, a distance of Fifty (50) feet.

Course data used in this description assumes the East line of the half quarter to have a bearing of South 00 degrees 06 minutes 29 seconds East.

SO DEDICATED and described as a roadway for ingress and egress as well as installation, replacing, repairing, and maintaining all utilities, including, but not limited to water, sewer, gas, telephone, electric and cable television.

Lorena Rea SO DEDICATED and RESTRICTED this 1st day of _____, 1999.

RECEIVED FOR RECORD

99 NOV -3 PM 1:48

Lorena Rea
MORGAN CO RECORDER

William G. Kikendall, II.
William G. Kikendall, II.

Subscribed and sworn to before me this 1st day of November, 1999.

My Commission Expires:

Dec 13, 1998

CHICAGO

Robert Davis A
Notary Public of Morgan County



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9917570

Book 159 Page 933

SUPPLEMENT TO THE
COVENANTS AND RESTRICTIONS RE
AVALON WOODS SECTION I. AND II.

WHEREAS, the declarant herein, William Kikendall, II., has recorded certain covenants and restrictions re Avalon Woods Section I. and II., in the Office of the Recorder of Morgan County, Indiana, at Misc. Record 159 page 403 on or about the 26th day of August, 1999; and

WHEREAS, it is the desire of the declarant that said covenants and restrictions be amended and modified by the following supplementary provision:

17. The declarant herein reserves the right to subdivide any tracts in Section II. so long as he retains ownership, said subdividing being into smaller or larger tracts, however, the number of tracts shall not exceed seven (7). No owner subsequent to the declarant shall subdivide any tract into smaller or larger tracts.

SO DEDICATED, SUPPLEMENTED and RESTRICTED this 1st day of November, 1999.

RECEIVED
FOR RECORD

99 NOV -3 PM 1:48

William Kikendall, II.
William Kikendall, II.
Declarant

John Kikendall
STATE OF INDIANA, MORGAN CO. RECORDER
COUNTY OF MORGAN, SS:

CHICAGO TITLE

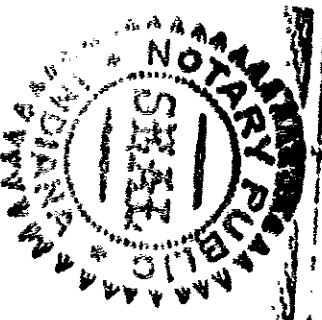
Before me, a Notary Public, personally appeared William Kikendall, II, who acknowledged the execution of the above and foregoing Supplement to the Covenants and Restrictions of Avalon Woods Section I. and II.

Witness my hand and seal this 1st day of November, 1999.

My Commission Expires: June 13, 2008

This instrument prepared by Phillip R. Smith, Attorney
359 East Moran, Martinsville, In 46151

Phillip R. Smith
Notary Public of Morgan County



COVENANTS AND RESTRICTIONS
RE EAST AVALON WOODS SECTION III.

The undersigned as owner of the real estate described herein in the primary legal description attached hereto and marked as Exhibit "A" does hereby certify that he is in the process of platting and/or subdividing the same real estate being combined in the legal description attached as Exhibit "A" and the same shall henceforth be known as East Avalon Woods Section III. Also, together with the indicated dedicated easement for road and utilities as set forth on Exhibit "B" attached hereto.

1. The undersigned owner hereby establishes the following restrictions, covenants, provisions and conditions as part of said plat and subdivision which are hereby made covenants to run with the land. All deeds of conveyance and land contracts which relate to the real estate described in Exhibit "A", shall be subject to the restrictions and regulations contained herein and subject to the terms and conditions set forth in these covenants, provisions and restrictions.
2. There is hereby established an unincorporated association which shall be applicable to the real estate described in Exhibit "A" which shall be known as East Avalon Woods Homeowners Association. Persons shall be eligible for membership in the association as a result of the ownership of tracts in East Avalon Woods Section III. Each tract shall have one vote in all matters which pertain to the described homeowners association or any matters pertaining to modification of these covenants or restrictions.
3. Regarding any matters relating to the road easement or the maintenance in the clearing or improvement of said easement as set forth in Exhibit "B", those owners of all tracts in East Avalon Woods, Section III., shall be entitled to a vote with regard to any matters pertaining to the maintenance, repair or other matters pertaining to said roadway. Each numbered individual tract in Section III shall be entitled to one vote with regard to matters pertaining to the roadway.
4. Membership in this association shall be created or transferred in the event any interest, legal or equitable is transferred with regard to any portion of the described real estate or to any party. Until such time as membership is created in such manner, the undersigned owner shall be entitled to one vote per tract or proposed tract, which the undersigned owner continues to own.
5. All tracts shall be used for residential purposes only with no business or office use including business storage. There shall not be any open storage of materials, equipment, junk, inoperative automobiles or parts thereof, or like items at any time. Any obnoxious, offensive or illegal activities or any action constituting a nuisance is prohibited. All dwellings constructed on developed numbered tracts shall be used exclusively for single family residences.

6. There shall be no swine on the tracts at any time nor shall there be more than one animal per even acre of each purchased tract. All animals are to be restrained within the owner's boundaries. Commercial breeding or kennel activities of any animals, including, but not limited to household pets, are prohibited.
7. No owner shall subdivide any tract into smaller tracts or shall there be more than one single family dwelling per tract, except the declarant.
8. All dwellings constructed on the above tracts shall contain at least 1500 square feet of improved living area within the outside walls, all are to be installed on a permanent foundation and all shall have no less than a 5/12 roof pitch, and each must be more than 23 feet wide and each dwelling shall have a two car attached garage. Under no circumstances shall any trailers be permitted to be used as a residence on any tract. Any and all construction, which shall be commenced, shall be completed within one (1) year.
9. Any owners of any tract set forth in Exhibit "A" shall have the right to file an action for the enforcement of any provisions herein and if successful, shall be able to recover, including any and all other relief available in equity or at law, reasonable expenses incurred in maintaining such action including, but limited to, costs thereof, together with attorney fees incurred.
10. No fences, gates or other impediments shall be allowed or permitted within the road right-of-way as depicted on exhibit "A" as an easement for road and utilities.
11. Those members of the association entitled to one vote as a result of ownership of tracts shall elect a road director during the month of November of each year. Said director shall serve without pay. The first road director shall be appointed by the undersigned owner for the calendar year 2001 through 2002. Election thereafter, shall be by majority vote of those owners of tracts, who are present, or by way of absentee ballot, at a meeting held upon reasonable advance notice to all members who own tracts. Said advance notice shall be in writing and delivered to the address maintained by the Morgan County Auditor for purposes of sending tax statements to the owners of tracts.
12. The roadway herein as shown on Exhibit "A" is private and shall be under the auspices of the association members who are owners of tracts and further said roadway is dedicated to the use of the owners of those tracts within the described real estate. The seventy (70) foot roadway is to be left open of all fences and gates and is furthered to be maintained to prevent undue washing or deterioration, with the rights-of-way to be mowed by the adjoining tract owners of the association, or failing that, then by the association road director. Should any tract owner fail to maintain or mow his portion of the property adjoining the roadway, then the director may charge such owner with any costs related to such mowing of the adjoining property as a separate charge. All tract owners upon construction of any improvement upon their tract, shall in addition, be held

responsible for damage to the roadway, if any, caused by construction upon their tract.

13. Each tract shall be required to use the roadway easement to gain access to and from Centennial Road and shall be assessed an assessment fee in February of each year for road maintenance. The funds shall be paid to the road director who shall account for the funds to the members of this association who are owners of tracts. This maintenance fee shall include the reasonable costs and expenses incurred on an annual basis and shall be used for such maintenance fees, including but not limited to, stone, road or snow clearance, or other maintenance work necessary to maintain said roadway in a condition suitable for automobile traffic. The annual assessment, payable in February of each year, shall be \$100.00 per year per tract. Any increase in the \$100.00 assessment may be imposed by a majority vote of those members who own tracts. For such purposes, each tract owner shall be entitled to one vote. In addition to the foregoing, the road director shall have the right and the obligation to pay any unpaid taxes or assessments levied or due upon the roadway easement as set forth in Exhibit "B". The Declarant herein shall be excluded from the annual assessment until the year 2003 and thereafter at the rate of fifty (50) per cent of the annual assessment.

14. The road assessment provided for herein, if not paid within fifty (50) days of notice that said payment is past due and owing, shall be considered delinquent and shall become a lien upon the tract owned by person or persons liable for such assessment. Said lien may be foreclosed upon by the road director and/or the association in the same manner and procedure as is applicable for the foreclosure of liens then in effect in the State of Indiana, including interest at a rate of 12% per annum until said sums are collected and paid in full together with all reasonable costs and expenses, including attorney fees related to the collection process. Said lien shall be subordinate to any purchase money mortgage upon any tract. The undersigned owner hereby grants an easement upon, across, over and under the roadway easement depicted in Exhibit "B" for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewer, gas, telephones, electricity and cable television and/or installation and individual water lines and wells. By virtue of this easement, it is expressly permitted for utilities to enter upon the roadway easement contained in exhibit "B" to maintain necessary poles, fixtures, equipment and lines upon or over said easement, or above, across and under the easement depicted in Exhibit "B". Further, the undersigned owner hereby expressly reserves unto himself the right to grant one or more of the utilities or persons or entities a license into and on the roadway easement so long as the undersigned has any interest, legal or otherwise, in any tracts herein.

RESTRICTIVE COVENANTS 15. The restrictive covenants contained herein may be modified at any time by an instrument bearing the signatures of the majority of the tract owners of East Avalon Woods. However, notwithstanding the foregoing, the restrictive covenants and easements pertaining to the roadway may be modified and/or amended at any time by an instrument bearing the signatures of the majority of the tract owners of record, as to the restrictive covenants and easements pertaining to said roadway.

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16. The association, any member thereof, or the road director shall have the right to file an action for the enforcement of any provision herein and the violator shall be responsible and if successful, shall additionally be entitled to recover the reasonable expense connected with such action, including but not limited to, attorney fees as a result thereof.

17. Declarant may grant use of road and utility easements to others, including but not limited to public and private utilities, police, fire, emergency or other public services.

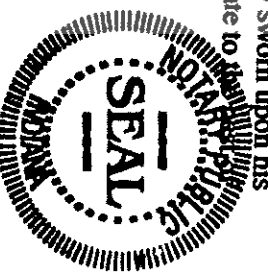
SO DEDICATED AND RESTRICTED this 18th day of April 2000.


William Kikendall, II, Declarant 10WCLR

STATE OF INDIANA,
SS:
COUNTY OF MORGAN,

Before me, a Notary Public, personally appeared William Kikendall, II, who acknowledged the execution of the foregoing and who, after being duly sworn upon his oath, represents that all allegations contained herein are true and accurate to the best of my knowledge and belief.

Dated this 18th day of April, 2000.




Notary Public of Notary Public Society Indiana
My Commission Expires: 6-13-08

This instrument prepared by Phillip R. Smith, Attorney No. 1579-55
1589 Burton Lane, Martinsville, In 46151

636

Avalon Woods Section 3

A part of the East half of the Northeast Quarter of Section 30 and a part of the North half of the Northwest Quarter of Section 29 both of Township 12 North, Range 2 East, Morgan County, Indiana; described as follows:

Beginning at the iron pin that marks the Northwest corner of the above described East half of the Northeast quarter of Section 30; thence with the North line of the half quarter North 89 degrees 26 minutes 03 seconds East 1332.63 feet to the stone that marks the Northeast corner of said half quarter and the Northwest corner of the above described North half of the Northwest quarter of Section 29; thence with the North line of said North half of the Northwest quarter North 89 degrees 17 minutes 41 seconds East 700.00 feet; thence parallel with the West line of said half quarter South 00 degrees 00 minutes 00 seconds East 1343.94 feet to the South line of said half quarter; thence with said South line South 89 degrees 24 minutes 55 seconds West 700.00 feet to the stone that marks the Southwest corner of said half quarter; thence North 84 degrees 25 minutes 55 seconds West 598.79 feet to the Southeast corner of a certain 1.054 acre tract; thence North 16 degrees 05 minutes 19 seconds East 150.55 feet to the Northeast corner of said 1.054 acre tract; thence North 00 degrees 00 minutes 00 seconds East 99.00 feet; thence South 89 degrees 21 minutes 15 seconds West 776.43 feet to the West line of the above described East half of the Northeast quarter of Section 30; thence with said West line North 00 degrees 06 minutes 29 seconds West 1036.30 feet to the point of beginning.

Course data used in this description assumes the North line of the East half of the Northeast quarter of Section 30 to have a bearing of North 89 degrees 26 minutes 03 seconds East.

Surveyed
For: Wm. Kikendall

W. Taylor Sumnerford, Jr.

Inc. Land Surveyor
#11242 Indiana

CHICAGO TITLE

EXHIBIT 7

637

LEGAL DESCRIPTION

Description of Road & Utility Easements

Easements of 60 feet in width for roadway and utility purposes located in a part of the East half of the Northeast Quarter of Section 30, Township 12 North, Range 2 East, Morgan County, Indiana; the centerline of said easements described as follows:

Commencing at the iron pin that marks the Northwest corner of the above described East half of the Northeast quarter of Section 30; thence with the West line of the half quarter South 00 degrees 06 minutes 29 seconds East 356.47 feet to a railroad spike and the true point of beginning of the herein described easement segment centerline;

Thence South 70 degrees 07 minutes 12 seconds East 390.26 feet; thence South 72 degrees 16 minutes 18 seconds East 326.69 feet; thence South 83 degrees 40 minutes 37 seconds East 260.50 feet to point "A"; thence North 69 degrees 42 minutes 20 seconds East 420.93 feet to the East line of the half quarter and the point of termination of the herein described easement segment centerline, the sidelines of said easement being lengthened or shortened as required to intersect the lines of the half quarter.

Also beginning at the above described point "A" and the point of beginning of the herein described easement segment centerline; thence South 32 degrees 23 minutes 07 seconds East 282.33 feet; thence South 11 degrees 32 minutes 06 seconds West 450.11 feet to a point on the South line of Avalon Woods, Section 3 and the point of termination of the herein described easement segment centerline, the sidelines of said easement being lengthened or shortened as required to intersect the previously described segment centerline and the South line of Avalon Woods Section 3.

Course data used in this description assumes the North line of the East half of the Northeast Quarter of Section 30 to have a bearing of North 89 degrees 26 minutes 03 seconds East.

RECEIVED
FOR RECORD
Surveyed Wm. Kikendall

00 OCT 27 PM 1:49

W. Taylor Sumnerford, Jr.
Lic. Land Surveyor
Allen Burnham #11242 Indiana
MORGAN CO RECORDER

EXHIBIT "B"

2100
2.00 Non
~~423.00~~

20103302

(1)

COVENANTS AND RESTRICTIONS
RE EAST AVALON WOODS SECTION V.

The undersigned as owner of the real estate described herein in the primary legal description attached hereto and marked as Exhibit "A" does hereby certify that he is in the process of platting and/or subdividing the same real estate being combined in the legal description attached as Exhibit "A" and the same shall henceforth be known as East Avalon Woods Section V. Also, together with the indicated dedicated easement for road and utilities as set forth on Exhibit "B" attached hereto.

1. The undersigned owner hereby establishes the following restrictions, covenants, provisions and conditions as part of said plat and subdivision which are hereby made covenants to run with the land. All deeds of conveyance and land contracts which relate to the real estate described in Exhibit "A", shall be subject to the restrictions and regulations contained herein and subject to the terms and conditions set forth in these covenants, provisions and restrictions.

2. There is hereby established an unincorporated association which shall be applicable to the real estate described in Exhibit "A" which shall be known as East Avalon Woods Homeowners Association. Persons shall be members in the association as a result of the ownership of tracts in East Avalon Woods Section V, except that Tract 44 as contained herein shall not vote or be subject to assessment by the road director. Each tract shall have one vote in all matters which pertain to the described homeowners association or any matters pertaining to modification of these covenants or restrictions.

3. Regarding any matters relating to the road easement or the maintenance in the clearing or improvement of said easement as set forth in Exhibit "B", those owners of all tracts in East Avalon Woods, Section V, shall be entitled to a vote with regard to any matters pertaining to the maintenance, repair or other matters pertaining to said roadway. Each numbered individual tract in Section V shall be entitled to one vote with regard to matters pertaining to the roadway.

4. Membership in this association shall be created or transferred in the event any interest, legal or equitable is transferred with regard to any portion of the described real estate or to any party. Until such time as membership is created in such manner, the undersigned owner shall be entitled to one vote per tract or proposed tract, which the undersigned owner continues to own.

5. All tracts shall be used for residential purposes only with no business or office use including business storage. There shall not be any open storage of materials, equipment, junk, inoperative automobiles or parts thereof, or like items at any time. Any obnoxious, offensive or illegal activities or any action constituting a nuisance is prohibited. All dwellings constructed on developed numbered tracts shall be used exclusively for single family residences.

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6. There shall be no swine on the tracts at any time nor shall there be more than one animal per even acre of each purchased tract. All animals are to be restrained within the owner's boundaries. Commercial breeding or kennel activities of any animals, including, but not limited to household pets, are prohibited.

7. No owner shall subdivide any tract into smaller tracts or shall there be more than one single family dwelling per tract, except the declarant, may modify any one or more of the tracts that he may own.

8. All dwellings constructed on the above tracts shall contain at least 1800 square feet of improved living area within the outside walls, all are to be installed on a permanent foundation and all shall have no less than a 5/12 roof pitch, and each must be more than 23 feet wide, at some point, and each dwelling shall have two or more car attached garage. Under no circumstances shall any trailers be permitted to be used as a residence on any tract. Any and all construction, which shall be commenced, shall be completed within one (1) year.

9. Any owners of any tract set forth in Exhibit "A" shall have the right to file an action for the enforcement of any provisions herein and if successful, shall be able to recover, including any and all other relief available in equity or at law, reasonable expenses incurred in maintaining such action including, but limited to, costs thereof, together with attorney fees incurred.

10. No fences, gates or other impediments shall be allowed or permitted within the road right-of-way as depicted on exhibit "B" as an easement for road and utilities.

11. Those members of the association entitled to one vote as a result of ownership of tracts shall elect a road director during the month of November of each year. Said director shall serve without pay. The first road director shall be appointed by the undersigned owner for the calendar year 2002 through 2003. Election thereafter, shall be by majority vote of those owners of tracts, who are present, or by way of absentee ballot, at a meeting held upon reasonable advance notice to all members who own tracts. Said advance notice shall be in writing and delivered to the address maintained by the Morgan County Auditor for purposes of sending tax statements to the owners of tracts.

12. The roadway herein as shown on Exhibit "B" is private and shall be under the auspices of the association members who are owners of tracts and further said roadway is dedicated to the use of the owners of those tracts within the described real estate. The seventy (70) foot roadway is to be left open of all fences and gates and is furthered to be maintained to prevent undue washing or deterioration, with the rights-of-way to be mowed by the adjoining tract owners of the association, or failing that, then by the association road director. Should any tract owner fail to maintain or mow his portion of the property adjoining the roadway, then the director may charge such owner with any

20103302

costs related to such mowing of the adjoining property as a separate charge. All tract owners upon construction of any improvement upon their tract, shall in addition, be held responsible for damage to the roadway, if any, caused by construction upon their tract. Further, no tract owner whose tract borders on the county roads shall construct improvements that interfere with the clear view entering and exiting the county road and the road director herein shall be authorized as a part of his duties, to go upon said land and to clear and maintain an area of up to one hundred feet on either side of the entry roads on and along the adjoining county road.

13. Each tract shall be required to use the roadway easement to gain access to and from Plummer Road and shall be assessed an assessment fee in February of each year for road maintenance. The funds shall be paid to the road director who shall account for the funds to the members of this association who are owners of tracts. This maintenance fee shall include the reasonable costs and expenses incurred on an annual basis and shall be used for such maintenance fees, including but not limited to, stone, road or snow clearance, or other maintenance work necessary to maintain said roadway in a condition suitable for automobile traffic. The annual assessment, payable in February of each year, shall be \$100.00 per year per tract. Any increase in the \$100.00 assessment may be imposed by a majority vote of those members who own tracts. For such purposes, each tract owner shall be entitled to one vote. In addition to the foregoing, the road director shall have the right and the obligation to pay any unpaid taxes or assessments levied or due upon the roadway easement as set forth in Exhibit "B". The Declarant herein shall be excluded from the annual assessment until the year 2003 and thereafter at the rate of fifty (50) per cent of the annual assessment.

14. The road assessment provided for herein, if not paid within fifty (50) days of notice that said payment is past due and owing, shall be considered delinquent and shall become a lien upon the tract owned by person or persons liable for such assessment. Said lien may be foreclosed upon by the road director and/or the association in the same manner and procedure as is applicable for the foreclosure of liens then in effect in the State of Indiana, including interest at a rate of 12% per annum until said sums are collected and paid in full together with all reasonable costs and expenses, including attorney fees related to the collection process. Said lien shall be subordinate to any purchase money mortgage upon any tract. The undersigned owner hereby grants an easement upon, across, over and under the roadway easement depicted in Exhibit "B" for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewer, gas, telephones, electricity and cable television and/or installation and individual water lines and wells. By virtue of this easement, it is expressly permitted for utilities to enter upon the roadway easement contained in exhibit "B" to maintain necessary poles, fixtures, equipment and lines upon or over said easement, or above, across and under the easement depicted in Exhibit "B". Further, the undersigned owner hereby expressly reserves unto himself the right to grant one or more of the utilities or persons or entities a license into and on the roadway easement so long as the undersigned has any interest, legal or otherwise, in any tracts herein.

20103302

15. The restrictive covenants contained herein may be modified at any time by an instrument bearing the signatures of the majority of the tract owners of East Avalon Woods. However, notwithstanding the foregoing, the restrictive covenants and easements pertaining to the roadway may be modified and/or amended at any time by an instrument bearing the signatures of the majority of the tract owners of record, as to the restrictive covenants and easements pertaining to said roadway.

16. The association, any member thereof, or the road director shall have the right to file an action for the enforcement of any provision herein and the violator shall be responsible and if successful, shall additionally be entitled to recover the reasonable expense connected with such action, including but not limited to, attorney fees as a result thereof.

17. Declarant may grant use of road and utility easements to others, including but not limited to public and private utilities, police, fire, emergency or other public services.

So DEDICATED this 28th day of December, 2000.


William Kikendall, II, Declarant

STATE OF INDIANA,
SS:
COUNTY OF MORGAN,

Before me, a Notary Public, personally appeared William Kikendall, II, who acknowledged the execution of the foregoing Covenants and Restrictions, the same being duly sworn upon his oath, represents that all allegations contained herein are true and accurate to the best of my knowledge and belief.

Dated this 28th day of December, 2000.




Max Cairn
Notary Public of Morgan County
Indiana

My Commission Expires:

June 13, 2008

My Commission Expires:

June 13, 2008.

This instrument prepared by Phillip R. Smith, Attorney No. 1579-55
1589 Burton Lane, Martinsville, In 46151

*Mail to Po Box 1859
Martinsville, Ind
46151*



CHICAGO TITLE

5

20103302

LEGAL DESCRIPTION

EXHIBIT "A"

Avajon Woods, Section 5

A part of the North half of the Northwest Quarter of Section 29, Township 12 North, Range 2 East, Morgan County, Indiana; described as follows:

Commencing at the stone that marks the Northwest corner of the above described North half of the Northwest quarter of Section 29; thence with the North line of the half quarter North 89 degrees 17 minutes 41 seconds East 700.00 feet to the true point of beginning of the tract herein described;

Thence continue with the North line of the half quarter North 89 degrees 17 minutes 41 seconds East 1238.28 feet to the center of the Plummer Road; thence with said road center South 09 degrees 28 minutes 32 seconds East 857.95 feet; thence continue with said road center South 06 degrees 41 minutes 59 seconds West 502.89 feet to the South line of the half quarter; thence with said South line South 89 degrees 24 minutes 55 seconds West 1320.83 feet to a point measured North 89 degrees 24 minutes 55 seconds East 700.00 feet from the Southwest corner of the half quarter; thence parallel with the West line of the half quarter North 00 degrees 00 minutes 00 seconds East 1343.94 feet to the point of beginning, containing 40.896 acres more or less.

Course data used in this description assumes the West line of the half quarter to run North.

I hereby certify that I have prepared the above description and accompanying plat from actual field surveys made by myself on

Surveyed
For: William Kirkendall

W. Taylor Sumnerford, Jr.
Lic. Land Surveyor
#11242 Indiana



CHICAGO TITLE

20103302

An easement of 70 feet in width for roadway and utility purposes located in a part of the North half of the Northeast Quarter of Section 29, Township 12 North, Range 2 East, Morgan County, Indiana; the centerline of said easement described as follows:

Commencing at the Northwest corner of the above described North half of the Northeast quarter of Section 29; thence with the North line of the half quarter North 89 degrees 17 minutes 41 seconds East 1938.28 feet to the center of the Plummer Road; thence with the center of said road South 09 degrees 28 minutes 32 seconds East 165.00 feet to the point of beginning of the herein described easement centerline;

Thence South 89 degrees 17 minutes 41 seconds West 80.00 feet; thence South 05 degrees 14 minutes 12 seconds West 209.59 feet; thence South 40 degrees 18 minutes 40 seconds West 657.67 feet to point "A"; thence North 84 degrees 19 minutes 07 seconds West 231.94 feet to point "B"; thence North 00 degrees 00 minutes 00 seconds East 312.02 feet to the Southwest corner of a certain 3.423 acre tract and the Southeast corner of a certain 2.693 acre tract and the point of termination of the herein described easement segment centerline, the sidelines of said easement lengthened or shortened as required to intersect the center of the Plummer Road and the South lines of the 3.423 acre and 2.693 acre tracts.

Also beginning at the above described point "A" and the point of beginning of the herein described easement segment centerline; thence South 00 degrees 00 minutes 00 seconds East 270.00 feet to the Northwest corner of a certain 2.832 acre tract and the point of termination of the herein described easement segment centerline, the sidelines of said easement lengthened or shortened as required to intersect the previously described easement segment centerline and the North line of said 2.832 acre tract.

Also beginning at the above described point "B" and the point of beginning of the herein described easement segment centerline; thence South 00 degrees 00 minutes 00 seconds East 157.98 feet to the Northeast corner of a certain 4.033 acre tract and the point of termination of the herein described easement segment centerline, the sidelines of said easement lengthened or shortened as required to intersect the previously described easement segment centerline and the North line of said 4.033 acre tract.

Course data used in this description assumes the West line of the half quarter to run South.

CHICAGO TITLE

I hereby certify that I have prepared the above description and accompanying plat from actual field surveys made by myself on

Surveyed
For: WILLIAM KIKENDALL

RECEIVED

FOR RECORD

W. Taylor Sumerford, Jr.
Lic. Land Surveyor
#11242 Indiana

01 MAR 13 PM 2:43

MORGAN CO RECORDER

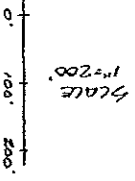
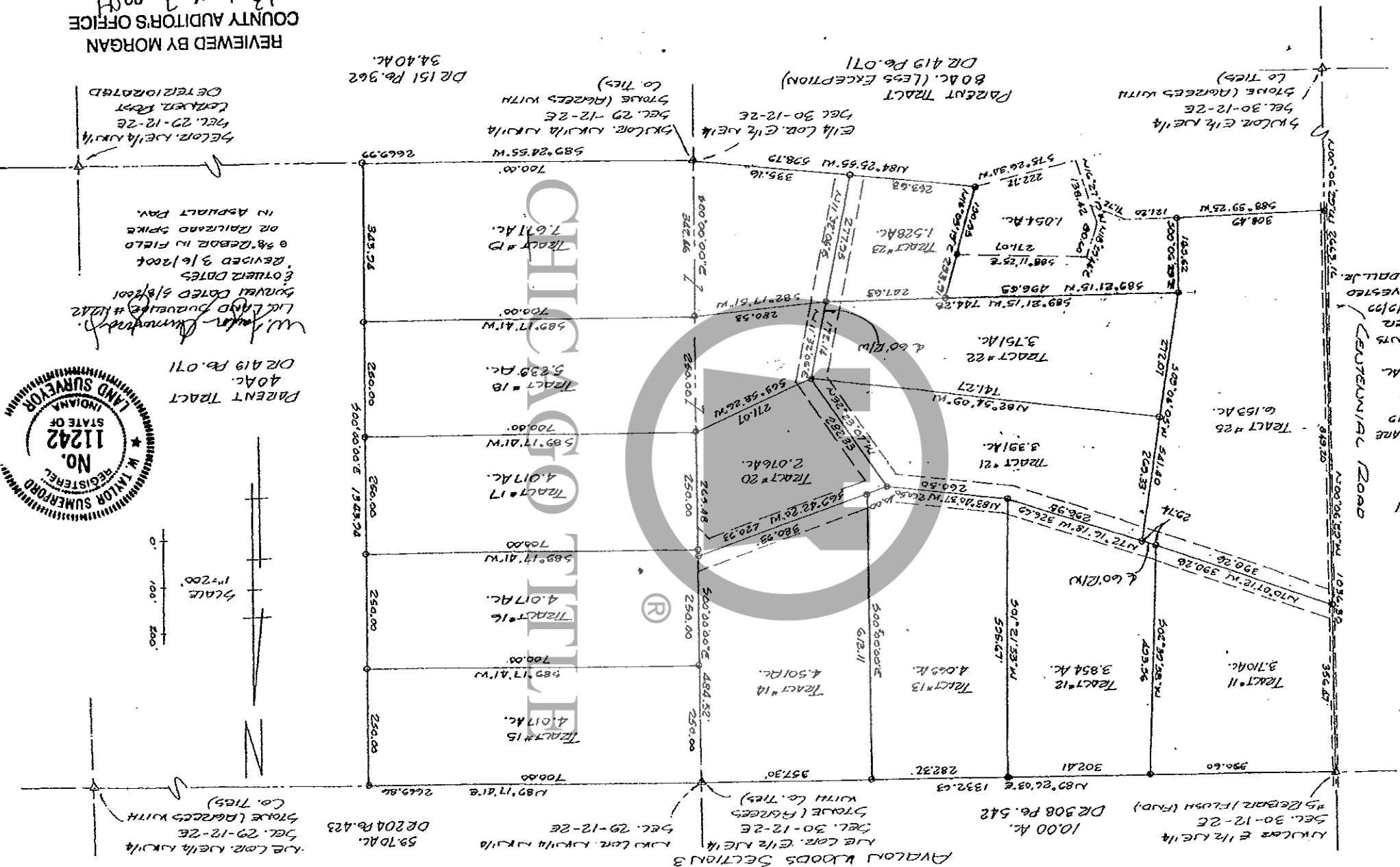
20103302

7

MORGAN COUNTY RECORDER
KAREN BRUMMETT
CSO Date 07/13/2004 Time 15:06:39
RECORDING: 22.00
I 200410605 Page 1 of 3



PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30 AND PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 2 EAST, GREEN TOWNSHIP, WELLSBURG CO., MO.



REVIEWED BY MORGAN COUNTY AUDITORS OFFICE
13 day of 1 2004

NOTES
PARENT TRACTS ARE RECORDED AT DR 419 TRACTS 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SURVEYOR'S REPORT
 Surveyor's Report Avalon Woods Section 3

In accordance with Title 865, Article 1.1, Chapter 12, Section 1 through 34 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- a) Variances in the reference monuments;
- b) Discrepancies in record descriptions and plats;
- c) Inconsistencies in lines of occupation and;
- d) Random Errors in Measurement (Theoretical Uncertainty);

The object of this survey is to create a plat of 14 tracts all of which are undeveloped land. The tracts range in size from 1.528 acres to 7.671 acres. The plats contain land in the North end of the East half of the Northeast Quarter of Section 30 and the West end of the North half of Section 29. Both half quarters are part of Township 12 North, Range 2 East and are situated in Green Township, Morgan County, Indiana.

The corners used to define the East half of the Northeast quarter of Section 30 are stones agreeing with county ties recovered at the Northeast corner, East quarter and Southwest corner of the half quarter. In addition a #8 rebar agreeing with county ties was recovered at the Southeast corner of the half quarter. A #5 rebar of unknown origin was found at the intersection of the centers of a tee road at the Northwest corner of the half quarter. The #5 rebar falls on the extension of a fence line running East. It is noted this location falls in a road cut and any stone placed prior to construction of the road would have been displaced. Measurement of the position of the stone at the East quarter corner of the half quarter shows that it falls 0.8 feet East and 2.0 feet South of the midpoint of a straight line connecting the stone at the Northeast corner of the half quarter and the number 8 rebar at the Southeast corner. The corners used to define the North half of the Northwest quarter of Section 29 are, in addition to the two corners which are common to the previously mentioned half quarter, a stone agreeing with county ties recovered at the Northeast corner and a deteriorated corner post found at the Southeast corner.

After consideration of the above factors, this surveyor offers the following opinions of the uncertainties involved in this survey.

Due to Variances in Reference Monuments Stone at Northeast corner East half Northeast quarter (Northwest corner North half Northwest quarter) - 1 foot; stone at East quarter corner

East half Northeast quarter (Southwest corner North half North-west quarter) - 2 feet; rebar Southeast corner East half North-east quarter - 2 feet; stone Southwest corner East half North-east quarter - 4 feet; rebar at Northwest corner East half North-east quarter - 4 feet; stone at Northeast corner North half Northwest quarter - 1 foot; corner post southeast corner North half Northwest quarter - 3 feet.

Due to Discrepancies of the Record Description No deed of any adjoining appears to conflict with parent tract.

Due to Inconsistencies in Lines of Occupation Fence line falls 11 feet North of measured position of Southeast corner tract 19. Fence line falls 3 feet North of measured position of Northeast corner tract 11. fence line falls 1 foot North of measured position of Northeast corner tract 12. fence line falls 1 foot North of measured position of Northeast corner tract 13. fence line falls 4 feet North of measured position of Northeast corner tract 15.

The Theoretical Uncertainty (due to random errors in measurement) of the corners of the subject tract established this survey is within the specification for a Class D Survey (1.0 feet) as defined in IAC 865.

Dated: Feb. 29, 2004



W. Taylor Sumnerford, Jr.
Lic. Land Surveyor
#11242 Indiana

CHICAGO TITLE

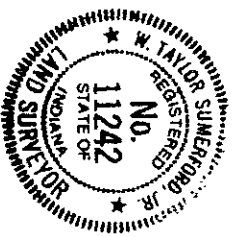
3

AVOLON WOODS, SECTION 4

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 12 NORTH, RANGE 2 EAST, GREEN TOWNSHIP, MORGAN CO., IND.

NE COR. E 1/2 NE 1/4
SEC. 30-12-2E
STAKE - RANGES
WITH CO. SURV'S TICS

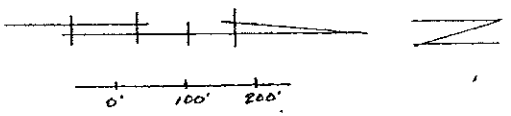
- NOTES
1. PARCEL TRACTS ARE DELETED AT DE 419 Pgs 71-76
 2. *5 RANGES PLACED AT FIELD CORNERS AT CORNERS IN APPROXIMATE LOCATIONS EXISTED ON HOUSE TRACT
 3. APPROXIMATEMENTS MADE ON HOUSE EXISTED ON OTHER TRACTS AS OF 5/1/99
 4. OWNER SWIP VESTED IN KIM B. KICKENDALL JR AS OF 2/1/99



W. Taylor Summerford
 W. Taylor Summerford, Inc.
 LIC. LAND SURVEYOR #11242
 SURVEYED 2/19/99 & OTHER DATES
 REVISED 3/6/2004, 5/3/2004

PARCEL TRACT
 80 AC. (LESS EXCEPTION)
 DE 419 P. 071

AVOLON WOODS
 SECTION 3

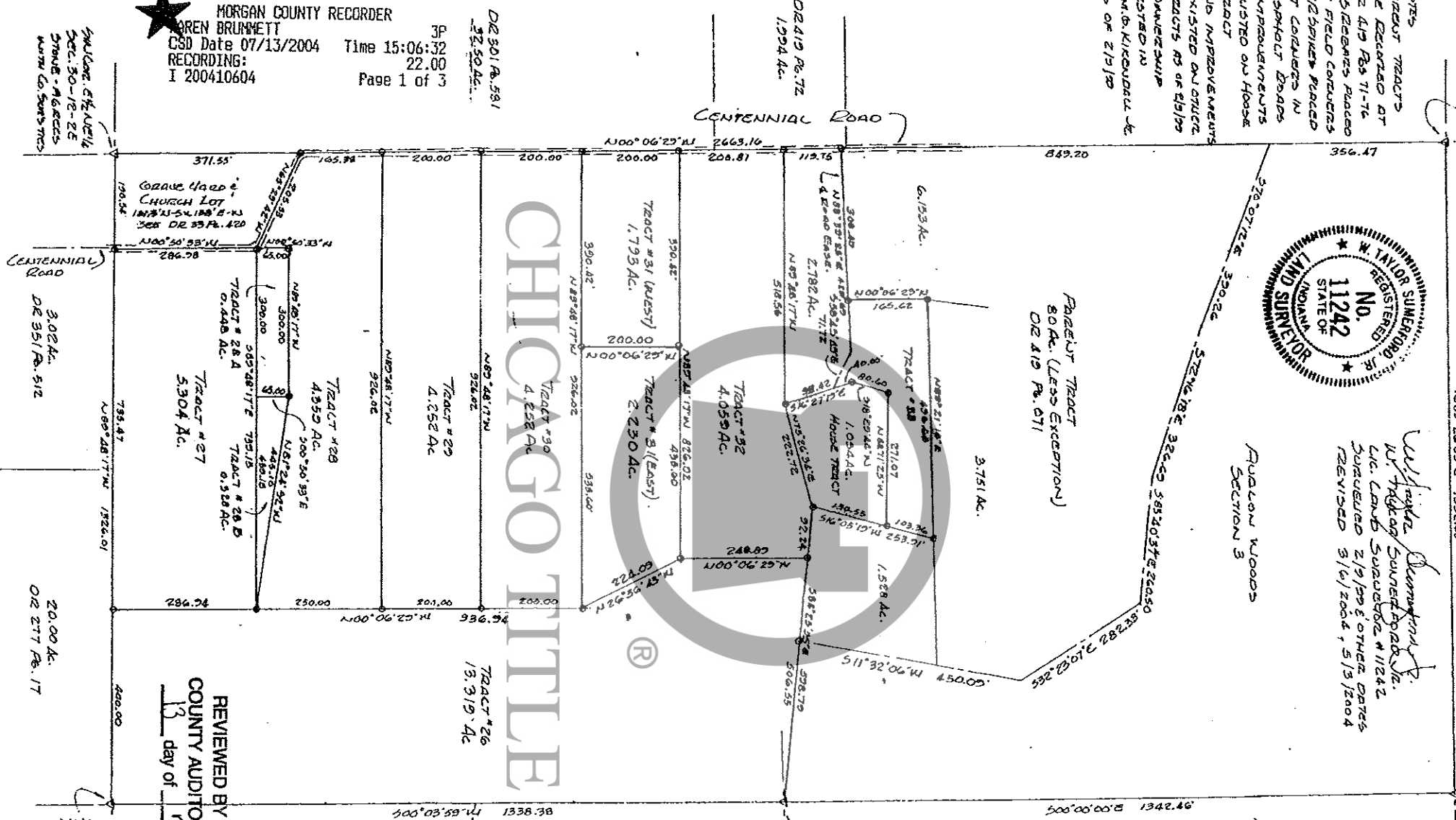


SCALE
 1"=200'

40 AC.
 DE 419 P. 071

E 1/2 COR. E 1/2 NE 1/4
 SEC. 30-12-2E
 STAKE - RANGES
 WITH CO. SURV'S TICS

DE 151 P. 366
 34.40 AC.



MORGAN COUNTY RECORDER
 KAREN BRUNETT
 CSD Date 07/13/2004 Time 15:06:32
 RECORDING: 22.00
 I 200410604 Page 1 of 3

SHALOE E 1/2 NE 1/4
 SEC. 30-12-2E
 STAKE - RANGES
 WITH CO. SURV'S TICS

CENTENNIAL ROAD
 DE 351 P. 512

20.00 AC.
 DE 277 P. 17

REVIEWED BY MORGAN
 COUNTY AUDITOR'S OFFICE
 13 day of 1 20 04

DE 277 P. 17
 72.60 AC.

SHALOE E 1/2 NE 1/4
 SEC. 30-12-2E
 *R. DEBARAC / C. CHAM
 RANGES WITH CO.
 SURV'S TICS

SURVEYOR'S REPORT

Surveyor's Report - Avalon Woods Section 4

In accordance with Title 865, Article 1.1, Chapter 12, Section 1 through 34 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- a) Variances in the reference monuments;
- b) Discrepancies in record descriptions and plats;
- c) Inconsistencies in lines of occupation and;
- d) Random Errors in Measurement (Theoretical Uncertainty);

The object of this survey is to create a plat of 9 tracts ranging in size from 1.054 acres to 12.529 acres. The 1.054 acre tract contains a dwelling and all others are undeveloped land. The plat is situated on the South end of East half of the Northeast Quarter of Section 30, Township 12 North, Range 2 East of Green Township, Morgan County, Indiana less that part of the half quarter located South and West of the Centennial Road in the very Southwest corner thereof. It should be noted this tract South and West of the road contains the old Centennial Church the deed of which appears to describe a tract of 181.5 feet North-South by 158 feet East-West the Southwest corner thereof being said Southwest corner of the half quarter. The word "appears" is used since the old deeds are somewhat unclear and some assumptions must be made as to the intent. Since there is property located between the old church deed and center of the Centennial Road the parent tract for our survey was amended prior to this survey to describe the boundary in this area as the center of the road.

The corners used to define the half quarter are stones agreeing with county ties recovered at the Northeast East quarter corner and Southwest corner of the half quarter. A #8 rebar agreeing with county ties was recovered at the South-east corner of the half quarter. A #5 rebar of unknown origin was recovered at the intersection of the centers of a tee road at the Northwest corner of the half quarter. The #5 rebar is situated on the extended line of a fence line running to the East. It was noted the road intersection falls in an area of cut which road construction would have removed any stone placed prior to said construction.

After consideration of the above factors, this surveyor offers the following opinions of the uncertainties involved in this survey.

Due to Variances in Reference Monuments Stone at North-east corner of half quarter - 1 foot; stone at East quarter

2

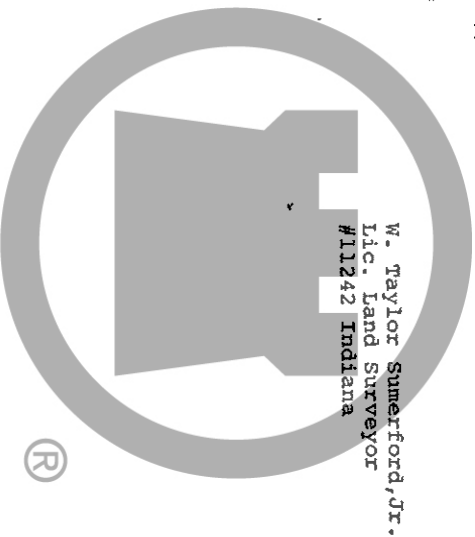
corner of half quarter - 2 feet; rebar at Southeast corner of half quarter - 3 feet; stone at Southwest corner of half quarter - 4 feet; rebar at Northwest corner of half quarter - 4 feet. Survey Iron found on centerline of Centennial Road 6.76 feet South of half quarter line.

Due to Discrepancies of the Record Description No deed of adjoiner appears to conflict with parent tract.

Due to Inconsistencies in lines of Occupation Fence line running East of Centennial Road on South line of half quarter - 7 feet; fence on East line of half quarter - 4 feet to West on portion of East line of tract 26

The theoretical uncertainty (due to random errors in measurement) of the corners of the subject tract established this survey is within the specification for a Class D Survey (1.0 feet) as defined in IAC 865.

Dated: Feb. 29, 2004

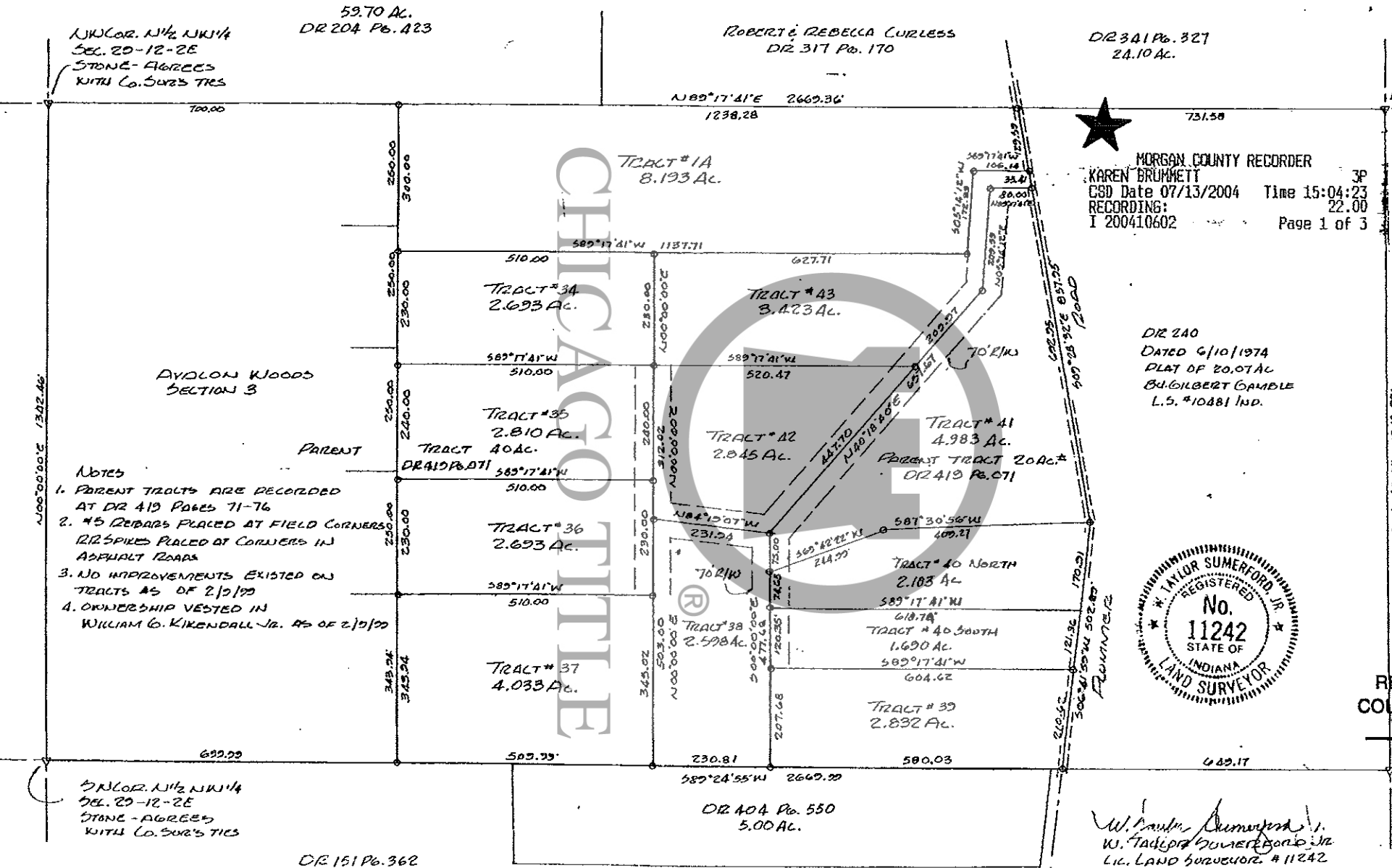


CHICAGO TITLE

3

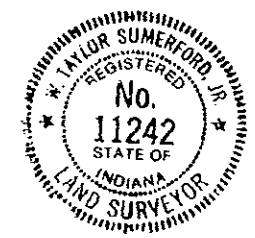
AVALON WOODS / SECTION 5

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 12 NORTH, RANGE 2 EAST, GREEN TOWNSHIP, MORGAN COUNTY, INDIANA.



- Notes**
1. PARENT TRACTS ARE RECORDED AT DR 413 PAGES 71-76
 2. 45 DEBARS PLACED AT FIELD CORNERS 12 SPIRES PLACED AT CORNERS IN ASPHALT ROADS
 3. NO IMPROVEMENTS EXISTED ON TRACTS #5 OF 2/9/99
 4. OWNERSHIP VESTED IN WILLIAM G. KIRKENDALL JR. AS OF 2/9/99

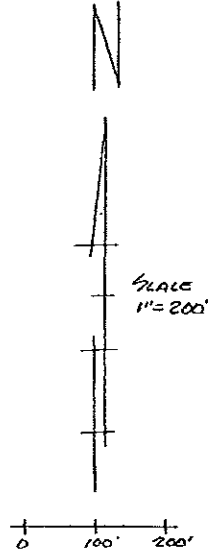
MORGAN COUNTY RECORDER
KAREN BRUMMETT 3P
GSD Date 07/13/2004 Time 15:04:23
RECORDING: 22.00
I 200410602 Page 1 of 3



REVIEWED BY MORGAN COUNTY AUDITOR'S OFFICE
13 day of 7 2004

W. Taylor Sumnerford, Jr.
W. Taylor Sumnerford, Jr.
LIC. LAND SURVEYOR # 11242
SUSCEIVED 2/9/99 & OTHER DATES
REVISED 3/6/2004

SECOR. N 1/2 NW 1/4
SEC. 29-12-2E
CORNER POST
DETERIORATED.



SURVEYOR'S REPORT

Surveyor's Report Avalon Woods Section 5

In accordance with Title 865, Article 1.1, Chapter 12, Section 1 through 34 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- a) Variances in the reference monuments;
- b) Discrepancies in record descriptions and plats;
- c) Inconsistencies in lines of occupation and;
- d) Random Errors in Measurement (Theoretical Uncertainty);

The object of this survey is to create a plat containing 12 tracts all of which are undeveloped land. The tracts range in size from 1.690 acres to 8.193 acres. The plat encompasses that part of the North half of the Northwest Quarter of Section 29, Township 12 North, Range 2 East located West of the center of the Plummer Road and the exception of a 700 foot strip of even width off the West end of the half quarter. The plat is situated in Green Township, Morgan County, Indiana. The old record parent tract called for the Northwest quarter of the Northwest quarter of Section 29 and the West side of the Northwest quarter of Section 29 containing 20 acres. Since the East line of said 20 acre tract does not fall on the center of the Plummer Road, deeds were exchanged with the adjoining East of Plummer Road conveying title to the center of the road for each party.

The corners that define the half quarter are stones agreeing with county ties recovered, at the Northeast, Southwest, and Northwest corners of same. In addition, a deteriorated corner post was accepted as the Southeast corner of the half quarter. It is noted that a corner post on the South line of the half quarter at the West right of way line for the Plummer Road falls 1 foot to the North of a straight line connecting the corner post at the Southeast corner of the half quarter and the stone at the Southwest corner of the half quarter, however the fence line between the corner post and stone at the Southwest corner of the half quarter is not straight but was found to be off line as much as 11 feet.

After consideration of the above factors, this surveyor offers the following opinions of the uncertainties involved in this survey.

Due to Variances in Reference Monuments Stone at Northeast corner of half quarter - 1 foot; corner post at Southeast corner of half quarter - 4 feet; stone at Southwest corner of half quarter - 2 feet; stone at Northeast corner of half quarter - 1 foot; survey iron found on center line of Plummer Road

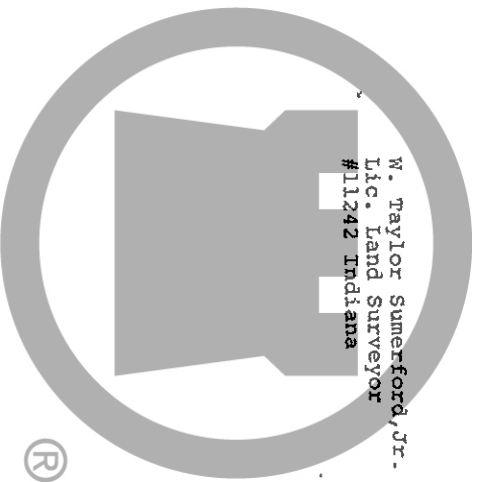
and North line of half quarter - 0.1 feet.

Due to Discrepancies of the Record Description No deed of any adjoining appears to conflict with parent tract.

Due to Inconsistencies in lines of Occupation Fence line at measured position of Northwest corner tract 1A - 4 feet North Fence line at measured position of Southwest corner tract 37 - 11 feet North; Fence line at measured position of Southwest corner tract 38 - 5 feet North; Fence line at measured position of Southwest corner tract 39 - 4 feet North; Fence line at measured position of point on West right of way line of Plummer Road on South line of half quarter - 1 foot North.

The theoretical Uncertainty (due to random errors in measurement) of the corners of the subject tract established this survey is within the specification for a Class D Survey (1.0 feet) as defined in IAC 865.

Dated: Feb. 23, 2004



CHICAGO TITLE

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