

SUBDIVISION AND EASEMENT DEDICATION AFFIDAVIT
on land to be known as
HURRICANE HILLS,
an ANDERSON DEVELOPMENT, I

We, the undersigned, wish to express that it was our intent to subdivide the following described land, the perimeter boundary having been surveyed by Robert C. Griffin, registered land surveyor number LS29300008, and recorded in Survey Book 4, pages 325 through 328, Office of the Recorder:

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 536.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast Quarter of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 48 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1338.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North line, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degrees 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degrees 04 minutes 48 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, along said South line 181.72 feet to an iron pin; thence North 10 degrees 18 minutes 34 seconds East, 545.52 feet to an iron pin; thence North 89 degrees 58 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING containing 166.364 acres, more or less.

The above described land was subdivided and monumented per survey by Mr. Griffin, and recorded in Survey Book 4, pages 329 through 334, in the Office of the Recorder, Morgan County.

All easements shown on said recorded survey drawing are dedicated for the benefit of all tract owners.

In witness whereof, Larry N. Anderson Sr, contract purchaser per Miscellaneous Record 128, page 94, has executed this affidavit this 1st day of Nov, 1994.

Signature Larry N. Anderson Sr
Printed Larry N. Anderson, Sr.

STATE OF INDIANA
COUNTY OF

Before me, a Notary Public in and for said County and State, personally appeared Larry N. Anderson, Sr, who acknowledged the execution of the foregoing affidavit, and who having been duly sworn, stated that any representation herein contained is true.

Witness my hand and Notarial Seal this 1st day of Nov., 1994:

My commission expires
9-25-98

Signature Geneva M. Zimmerman
Printed GENEVA M. ZIMMERMAN
Residing in MARION County, Indiana.



In witness whereof, Carol L. Anderson, contract purchaser per Miscellaneous Record 128, page 94, has executed this affidavit this 1st day of Nov, 1994.

Signature Carol L. Anderson
Printed Carol L. Anderson

STATE OF INDIANA
COUNTY OF

Before me, a Notary Public in and for said County and State, personally appeared Carol L. Anderson, who acknowledged the execution of the foregoing affidavit, and who having been duly sworn, stated that any representation herein contained is true.

Witness my hand and Notarial Seal this 1st day of Nov., 1994:

My commission expires
9-25-98

Signature Geneva M. Zimmerman
Printed GENEVA M. ZIMMERMAN
Residing in marion County, Indiana.



In witness whereof, Larry N. Anderson Jr., contract purchaser per Miscellaneous Record 128, page 94, has executed this affidavit this 1st day of Nov., 1994.

Signature [Handwritten Signature]
Printed Larry N. Anderson, Jr.

STATE OF INDIANA
COUNTY OF

Before me, a Notary Public in and for said County and State, personally appeared Larry N. Anderson, Jr, who acknowledged the execution of the foregoing affidavit, and who having been duly sworn, stated that any representation herein contained is true.

Witness my hand and Notarial Seal this 1st day of Nov., 1994.

My commission expires
9-25-98

Signature [Handwritten Signature]
Printed GENEVA M. ZIMMERMAN
Residing in Morgan County, Indiana.

RECEIVED FOR RECORD
Nov. 10 1994
at 2:30 P. m.
Dickie Kivett
MORGAN COUNTY RECORDER



In witness whereof, Michael S. Wolff, trustee, record owner per Deed Record 267, page 514, has executed this affidavit this 1st day of Nov., 1994.

Signature [Handwritten Signature]
Printed Michael S. Wolff, trustee
N.K.A. JOHN L. WOLFF TRUST

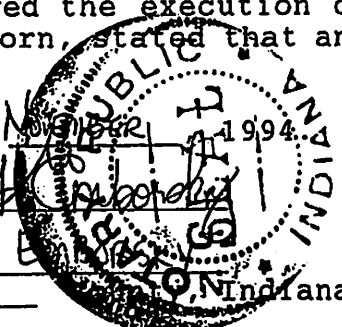
STATE OF INDIANA
COUNTY OF MORGAN

Before me, a Notary Public in and for said County and State, personally appeared Michael S. Wolff, trustee, who acknowledged the execution of the foregoing affidavit, and who having been duly sworn, stated that any representation herein contained is true.

Witness my hand and Notarial Seal this 1st day of Nov., 1994.

My commission expires
5-14-95

Signature [Handwritten Signature]
Printed GLORIA K E...
Residing in MARTON Indiana.



10/10

8509807

* This Agreement supersedes any other Road Agreement.

Book 134 Page 578

RESTRICTIONS & COVENANTS
PRIVATE ROADWAY MAINTENANCE AGREEMENT
PROPERTY KNOWN AS
"HURRICANE HILLS"
AN ANDERSON DEVELOPMENT I

PROPERTY ADDRESS:
RRI Box 197-9
Paragon IN 46166

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 536.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast Quarter of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 40 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1330.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 09 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 09 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 09 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degrees 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 09 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degrees 04 minutes 40 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 09 degrees 56 minutes 50 seconds East, along said South line 101.72 feet to an iron pin; thence North 10 degrees 10 minutes 34 seconds East, 545.52 feet to an iron pin; thence North 09 degrees 50 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Where as each party is dependent upon the easements, ingress and egress and took title as follows:

George & Janet Sessum by warranty deed dated Nov 18, 1994 Tract # 9 Dood Ref. # NA

Do it therefore agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

1. Seller will maintain gravel on private easement road until 75% of tracts sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing and due April 1st 1995, late fee \$25.00 per month until paid in full. If legal action is required to collect amount delinquent homeowner shall be responsible for all cost including legal costs. Two homeowners shall be in charge of all funds. Soller will decide the 1st controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds with a two party check system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All Tracts will be subject to a blanket utility and drainage easement.
7. These restriction and covenant's are subject to change if homeowners desire by vote after 100% of development completion.

DATE: 2/1/95

BUYER: George B. Sessum Jr.
GEORGE B. SESSUM JR.

BUYER: Janet L. Sessum
JANET L. SESSUM

PREPARED BY: C. L. Anderson
C. L. ANDERSON

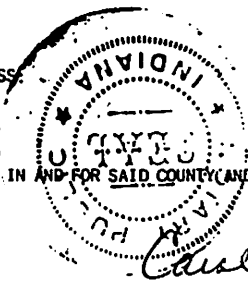
Larry N. Anderson Sr.
Larry N. Anderson Sr.
Carol L. Anderson
Carol L. Anderson
Larry N. Anderson Jr.
Larry N. Anderson Jr.

STATE OF Indiana) SS

COUNTY OF Marion)

SWORN TO ME BEFORE A NOTARY PUBLIC IN AND FOR SAID COUNTY (AND STATE), THIS 1st

DAY OF Feb, 1995.



Carol L. Anderson

NOTARY PUBLIC

CAROL L. ANDERSON
Notary Public, State of Indiana
Marion County
My Commission Expires 4/1/97

MY COMMISSION EXPIRES

RECEIVED
Feb 25 1995
1:58 P.
Dickie Kivett
MARION COUNTY, INDIANA

1700

RESTRICTIONS & COVENANTS
PRIVATE ROADWAY MAINTENANCE AGREEMENT
PROPERTY KNOWN AS

Revised 4/95

9509808

Book 134 Page 580

"HURRICANE HILLS"
AN ANDERSON DEVELOPMENT I

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 536.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast Quarter of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 40 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1330.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degrees 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degrees 04 minutes 48 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, along said South line 181.72 feet to an iron pin; thence North 10 degrees 18 minutes 34 seconds East, 545.52 feet to an iron pin; thence North 89 degrees 50 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Where as each party is dependent upon the easements, ingress and egress and took title as follows:

Danny J. Wanda Cherry OWNER by warranty deed dated _____ Tract # 4 Deed Ref. # _____

Do it therefore agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 96, late fee of \$25.00 per month until paid in full. If property is sold this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all cost including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the 1st controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds with a two party check system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restriction and covenant's are subject to change if homeowners desire by vote after 100% of development completion.

Date: 5/16/95

Buyer: Danny J. Cherry
DANNY J. CHERRY

Buyer: Wanda L. Cherry
WANDA L. CHERRY

Prepared by: C.L. Anderson
C.L. ANDERSON

Larry N. Anderson Sr.
Larry N. Anderson Sr.

Carol A. Anderson
Carol A. Anderson

Larry N. Anderson, Jr.
Date: 5/16/95

property address: RB1 Bx197-4
paragon, IN 46164

STATE OF Indiana) SS

COUNTY OF Marion)



Book 134 Page 581

SWORN TO ME BEFORE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THIS 16th

DAY OF May, 19 95.

Carol L. Anderson

NOTARY PUBLIC

CAROLL ANDERSON
Notary Public, State of Indiana
Marion County
My Commission Expires 4/1/97
MY COMMISSION EXPIRES

Aug 25 19 95
at 1:59 P
Yickie H. H.

10.00

9509809

RESTRICTIONS & COVENANTS
PRIVATE ROADWAY MAINTENANCE AGREEMENT

Revised 4/95

PROPERTY KNOWN AS

"HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Book 134 Page 582

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 536.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast Quarter of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 40 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1330.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degrees 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.09 feet to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degrees 04 minutes 40 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, along said South line 101.72 feet to an iron pin; thence North 10 degrees 10 minutes 34 seconds East, 545.52 feet to an iron pin; thence North 89 degrees 50 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows:

Timothy & Sandra Kidwell Warranty deed dated _____ Tract # 5 Deed Ref. # _____
OWNER

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 96, late fee of \$25.00 per month until paid in full. If property is sold this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all cost including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the 1st controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds with a two party check system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restriction and covenant's are subject to change if homeowners desire by vote after 100% of development completion.

Date: 5-8-95

Larry N. Anderson Sr.
Larry N. Anderson Sr.

Buyer: Timothy C. Kidwell
TIMOTHY C. KIDWELL

Carol L. Anderson
Carol L. Anderson

Buyer: Sandra Faye Kidwell
SANDRA FAYE KIDWELL

Larry N. Anderson, Jr.
Larry N. Anderson, Jr.

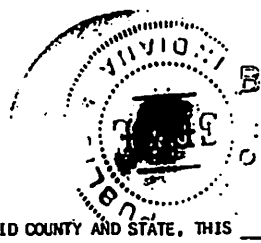
Prepared by: C. L. Anderson
C. L. ANDERSON

Date: 5-8-95

property Address: RR1 Box 197-5
Paragon IN 46166

STATE OF Indiana) SS:

COUNTY OF Marion)



Book 134 Page 583

SWORN TO ME BEFORE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THIS 8th

DAY OF May, 1995.

Carol Anderson
NOTARY PUBLIC

=====
CAROL L. ANDERSON
Notary Public, State of Indiana
Marion County
My Commission Expires 4/7/97
=====
MY COMMISSION EXPIRES

Witnessed on August 25 1995
at 2:00 p.m.
Yickie Kivette
MARION COUNTY, INDIANA

15

9509809

NA MT

9509810

RESTRICTIONS & COVENANTS
PRIVATE ROADWAY MAINTENANCE AGREEMENT
PROPERTY KNOWN AS
"HURRICANE HILLS"
AN ANDERSON DEVELOPMENT I

Revised 4/95

Book 134 Page 584

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 536.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast Quarter of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 40 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1330.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1370.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degrees 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.09 feet to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degrees 04 minutes 40 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, along said South line 101.72 feet to an iron pin; thence North 10 degrees 10 minutes 34 seconds East, 545.52 feet to an iron pin; thence North 89 degrees 50 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Where as each party is dependent upon the easements, ingress and egress and took title as follows:

Carina Walden OWNER by warranty deed dated _____ Tract 2 Deed Ref. # _____

Do it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 96, late fee of \$25.00 per month until paid in full. If property is sold this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all cost including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the 1st controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds with a two party check system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restriction and covenant's are subject to change if homeowners desire by vote after 100% of development completion.

Date: 5/8/95

Buyer: James Walden
JAMES WALDEN

Buyer: _____

Prepared by: C. L. Anderson
C. L. ANDERSON

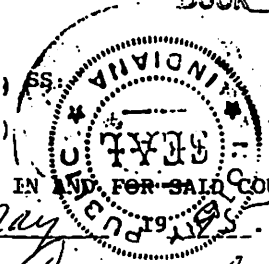
Larry N. Anderson Sr.
Larry N. Anderson Sr.

Carol L. Anderson
Carol L. Anderson

Larry N. Anderson, Jr.
Larry N. Anderson, Jr.

Date: 5/8/95

STATE OF Indiana
COUNTY OF Marion



SWORN TO ME BEFORE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THIS 8th DAY OF May 1995.

Carol L. Anderson
NOTARY PUBLIC

MY COMMISSION EXPIRES
CAROL L. ANDERSON
Notary Public, State of Indiana
Marion County
My Commission Expires 4/1/97
MY COMMISSION EXPIRES

RECEIVED
August 25 1995
2:02 P.
at
Vickie Kivett

9509811

RESTRICTIONS & COVENANTS
PRIVATE ROADWAY MAINTENANCE AGREEMENT

Revised 4/95

PROPERTY KNOWN AS

"HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Book 134 Page 586

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 536.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast Quarter of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 48 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1330.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1370.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degrees 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degrees 04 minutes 48 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, along said South line 101.72 feet to an iron pin; thence North 10 degrees 10 minutes 34 seconds East, 545.52 feet to an iron pin; thence North 89 degrees 50 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows:

Jeffery & Mary Nugent by warranty deed dated _____ Tract # 01 Deed Ref. # _____

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 96, late fee of \$25.00 per month until paid in full. If property is sold this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all cost including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the 1st controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds with a two party check system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restriction and covenant's are subject to change if homeowners desire by vote after 100% of development completion.

Date: 6/21/95

Buyer: Mary Nugent
MARY NUGENT
Buyer: Jeffery W. Nugent
JEFFERY W. NUGENT

Prepared by: C. L. Anderson
C. L. ANDERSON

Larry N. Anderson Sr.
LARRY N. ANDERSON SR.
Carol Anderson
CAROL ANDERSON
Larry N. Anderson, Jr.
LARRY N. ANDERSON, JR.

Date: 6/21/95

Property Address: REI Bx 197-1
Paragon IN 46166

STATE OF Indiana) SS:
COUNTY OF Marion)



SWORN TO ME BEFORE A NOTARY PUBLIC IN AND FOR SAID COUNTY, STATE THIS 26th
DAY OF June, 19 95.

Carol Anderson

NOTARY PUBLIC

CAROL L. ANDERSON
Notary Public, State of Indiana
Marion County
My Commission Expires 4/1/97

MY COMMISSION EXPIRES

RECORDED
August 25 19 95
2:04 P.
at
Vickie K. Hitt

9509811 17
NAM#.

8.00 9612339

Garberg

RESTRICTIONS & COVENANTS
PRIVATE ROADWAY MAINTENANCE AGREEMENT
PROPERTY KNOWN AS

Revised 8/95

Book 14 Page 570

"HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 536.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast Quarter of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 40 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1330.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degrees 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degrees 04 minutes 40 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, along said South line 101.72 feet to an iron pin; thence North 10 degrees 18 minutes 34 seconds East, 545.52 feet to an iron pin; thence North 89 degrees 58 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Where as each party is dependent upon the easements, ingress and egress and took title as follows:

James & Joyce Garberg by warranty deed dated _____ Tract # 26 Deed Ref. # _____
OWNER James & Joyce Garberg

Be it, therefore, agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

- Seller will maintain gravel conditions of road until 75% of tracts are sold.
- This agreement will be as a covenant running with the lands of each party.
- The parties shall maintain the non-exclusive access and utility easement described herein in good possible condition sharing equally the cost.
- Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 96, late fee of \$25.00 per month until paid in full. If property is sold this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all cost including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the 1st controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds with a two party check system. Unsold tracts do not apply.
- Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting considering road maintenance, majority vote at such meeting shall rule.
- All tracts will be subject to a blanket utility and drainage easement.
- These restriction and covenant's are subject to change if homeowners desire by vote after 100% of development completion.

Property Address: RR1 Box 197-26

parson on 4/16/6

By: James H. Garberg

Larry N. Anderson Sr.

AKA: Joyce Garberg

Carol L. Anderson

Date: 8-28-95

Larry N. Anderson

Parpered by: Carol L. Anderson

Date: 8/28/95

STATE OF In

COUNTY OF Morgan

Sworn to me before a notary public in and for said County and State on this

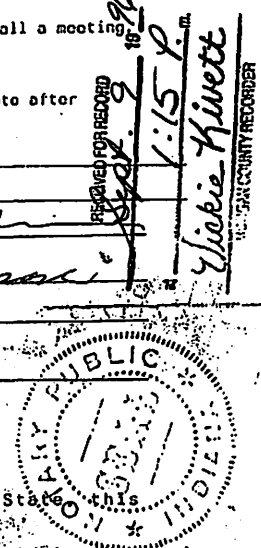
28th day of Aug, 19 95

9-25-98

Geneva M. Zimmerman

My Commission Expires

Geneva M. Zimmerman
Notary Public



8.00 9612340

JINKINS

Book 141 Page 571

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

RECEIVED FOR RECORD Sept. 9 1996 at 1:16 P.m. Yinkie Kivett MORGAN COUNTY RECORDER

PROPERTY KNOWN AS

"HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

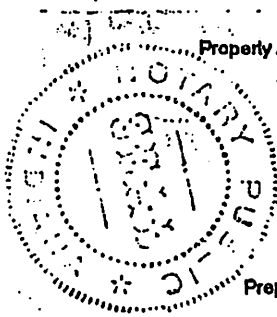
COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 538.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 18 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 18 minutes 48 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1338.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 48 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degree 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 89 degrees 58 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degree 4 minutes 48 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 58 minutes 50 seconds East, along said South line 181.72 feet to an iron pin; thence North 10 degrees 18 minutes 34 seconds East, 545.52 feet to an iron pin; thence North 89 degrees 58 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows:

Marvin & Donna Jenkins by warranty deed dated _____ Tract # 24 Deed Ref. # _____ (OWNER) Marvin & Donna Jenkins

Be it therefore agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st, late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. Those restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.



Property Address: RR1 Box 197-20

Paragon, In 46166

Buyer: Marvin L. Jenkins, Donna Jenkins, Larry N. Anderson Sr., Carol L. Anderson, Larry N. Anderson Jr.

Date: 11-20-95

Prepared by: Carol L. Anderson

Date: 11-20-95

STATE of: Indiana COUNTY of: Marion

Sworn to me before a notary public in and for said State and County, this

20th day of November, 1995.

9-25-98 My Commission Expires

Notary Public Genva Zimmerman

REVISED 11/95

800

9612341

SHELNICK

Book 141 Page 572

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

RECEIVED FOR RECORD
Sept. 9 1996
at 1:18 P.M.
Vivie Kivett
MORGAN COUNTY RECORDER

PROPERTY KNOWN AS

"HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 536.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 48 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1398.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 48 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degree 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degree 4 minutes 49 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 58 minutes 50 seconds East, along said South line 181.72 feet to an iron pin; thence North 10 degrees 18 minutes 34 seconds East, 645.52 feet to an iron pin; thence North 89 degrees 58 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows:

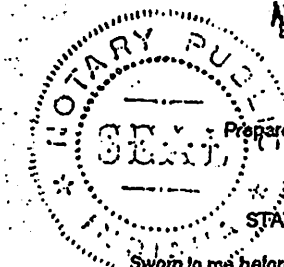
Paul & Karen Esselborn by warranty deed dated _____ Tract # 17 Deed Ref. # _____
(OWNER) Paul Shelnick & Karen Esselborn

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st. Late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

Property Address: RR1 Box 197-17

AKA Buyer: Paul Shelnick Larry N. Anderson
 AKA Buyer: Karen S. Esselborn Carol Anderson
 Date: 11-21-95
 Prepared by: Carol Anderson Larry N. Anderson Jr.



STATE of: IN COUNTY of: Morgan

Sworn to me before a notary public in and for said State and County, this

21 day of Nov, 1995
9-25-98
My Commission Expires
Gepeva M. Zimmerman
Notary Public

REVISED 11/95

800

Sims

9612342

Book 14 / Page 573

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

RECEIVED FOR RECORD Sept. 9 1996

PROPERTY KNOWN AS

"HURRICANE HILLS"

at 1:20 P.M.

Vickie Kivett MORGAN COUNTY RECORDER

AN ANDERSON DEVELOPMENT I

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 538.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 48 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1338.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 48 seconds West, along the North line of said Quarter-Quarter Section, 1978.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 69 degrees 54 minutes 45 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degree 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 89 degrees 58 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degree 4 minutes 48 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, along said South line 181.72 feet to an iron pin; thence North 10 degrees 18 minutes 34 seconds East, 645.52 feet to an iron pin; thence North 89 degrees 50 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.384 acres, more or less.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows:

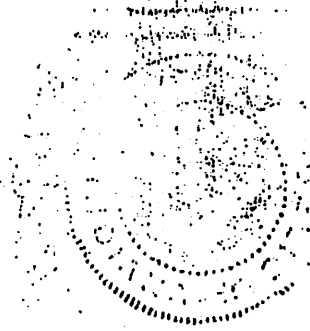
Clyde L. & Marshelle Sims by warranty deed dated _____ Tract # 16 Deed Ref. # _____ (OWNER) Clyde L. & Marshelle Sims

Be it therefore agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st. Late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

Property Address: RRI Box 197-16

AKA Buyer: [Signatures]
AKA Buyer: [Signatures]
Date: 11-30-95
Prepared by: Carol L. Anderson
Lary N. Anderson Sr.
Carol Anderson
Lary N. Anderson Jr.



STATE of: IN COUNTY of: MARION

Sworn to me before a notary public in and for said State and County, this

30 day of Nov 19 95
4-7-97 My Commission Expires
Notary Public: [Signature] M. Zimmerman

REVISED 11/95

800 9612343

KORBAY

Book 141 Page 574

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

RECEIVED FOR RECORD Sept. 9 1996 at 1:21 P.M. Vickie Kivett MARION COUNTY RECORDER

PROPERTY KNOWN AS

"HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 538.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 48 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1338.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degree 25 minutes 32 seconds East, along the West line of said Quarter Section, 1913.08 feet to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degree 4 minutes 48 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, along said South line 181.72 feet to an iron pin; thence North 10 degrees 18 minutes 34 seconds East, 645.52 feet to an iron pin; thence North 89 degrees 58 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows:

Douglas & Shawn Korby by warranty deed dated _____ Tract # 15 Deed Ref. # _____ (OWNER) Douglas & Shawn Korby

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

Property Address: R.R. 1 Bay 197-15

Buyer: Douglas J. Korby, Shawn R. Korby
Buyer: Larry N. Anderson Sr., Carol V. Anderson, Larry N. Anderson Jr.
Date: 12/14/95

Prepared by: Carol Anderson

Date: 12-14-95

STATE of IN COUNTY of MARION

Sworn to me before a notary public in and for said State and County, this

14 day of 12 1995

My Commission Expires 4-7-97

LARRY N. ANDERSON Notary Public, State of Indiana Marion County My Commission Expires 4/7/97

RECEIVED 11/95

800 9612344

Bowers

"HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 536.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast Quarter of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 48 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1330.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.75 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter Section as marked by an iron pin; thence South 1 degrees 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degrees 04 minutes 48 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, along said South line 101.72 feet to an iron pin; thence North 10 degrees 18 minutes 34 seconds East, 545.52 feet to an iron pin; thence North 89 degrees 58 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Where as each party is dependent upon the easements, ingress and egress and took title as follows:

Each M. & Mary Ann Bowen by warranty deed dated _____ Tract 24 Deed Ref. # _____ OWNER: Earl M. & Mary Ann Bowen

Be it therefore agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 96, late fee of \$25.00 per month until paid in full. If property is sold this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all cost including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the 1st controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds with a two party check system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restriction and covenant's are subject to change if homeowners desire by vote after 100% of development completion.

Property Address: RRI Box 197-24

AKA Buyer: Earl M. Bowen; AKA Buyer: Mary Ann Bowen; Date: 11-17-95; Parpared by: Carol Anderson; AKA Buyer: Larry N. Anderson Sr.; AKA Buyer: Carol L. Anderson; Date: 10-17-95

STATE OF IND; COUNTY OF MARION

Sworn to me before a notary public in and for said County and State, this 17 day of Oct

4-7-97 My Commission Expires

LARRY N. ANDERSON Notary Public (Indiana) My Commission Expires 04/07/97

RECEIVED FOR RECORD 1.23 Shelia Hivett MORGAN COUNTY RECORDER

800 9612345

CATT

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

PROPERTY KNOWN AS

"HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Part of the East half of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana described as follows:

COMMENCING at the Southeast corner of said Section as marked by a concrete monument; thence North 0 degrees 16 minutes 18 seconds West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section, 538.37 feet to an iron pin and the POINT OF BEGINNING; thence continuing along said East line North 0 degrees 16 minutes 18 seconds West, 794.43 feet to the Northeast corner of said Quarter-Quarter Section as marked by a concrete monument; thence North 0 degrees 24 minutes 53 seconds West, along the East line of the Northeast of the Southeast Quarter of said section 1297.15 feet to the Northeast corner of said Quarter-Quarter Section as marked by an engraved stone; thence North 0 degrees 19 minutes 48 seconds West, along the East line of the Southeast Quarter of the Northeast Quarter of said Section, 1388.75 feet to the Northeast corner of said Quarter-Quarter Section, as marked by an iron pin, thence South 89 degrees 54 minutes 46 seconds West, along the North line of said Quarter-Quarter Section, 1378.65 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 89 degrees 54 minutes 46 seconds West, along the North line of the Southwest Quarter of the Northeast Quarter of said Section, 330.00 feet to an iron pin; thence South 0 degrees 52 minutes 37 seconds East, 1334.76 feet to the North line of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 58 minutes 54 seconds West, along said North, 1035.93 feet to the Northwest corner of said Quarter-Quarter Section as marked by an iron pin; thence South 1 degree 25 minutes 32 seconds East, along the West line of said Quarter Section, 1313.08 feet to an iron pin; thence North 89 degrees 58 minutes 27 seconds East, 1067.96 feet to an iron pin; thence South 1 degree 4 minutes 48 seconds East, 1320.12 feet to the South line of the Southwest Quarter of the Southeast Quarter of said Section as marked by an iron pin; thence North 89 degrees 58 minutes 50 seconds East, along said South line 181.72 feet to an iron pin; thence North 10 degrees 18 minutes 34 seconds East, 645.52 feet to an iron pin; thence North 89 degrees 58 minutes 33 seconds East, 1340.15 feet to the POINT OF BEGINNING, containing 166.364 acres, more or less.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows:

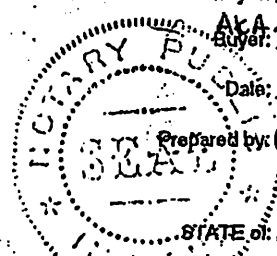
JEFFREY & KIMELA CATT by warranty deed dated _____ Tract # 22 Deed Ref. # _____ (OWNER) Jeffrey & Kimela Catt

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tracts are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st...
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

Property Address: RR-1 Box 197-22

Buyer: Jeffrey & Kimela Catt
Buyer: Larry N. Anderson
Date: 11-21-95
Prepared by: Carol L. Anderson



STATE of Indiana COUNTY of Morgan

Sworn to me before a notary public in and for said State and County, this 21st day of November 1995

My Commission Expires 9-25-98

Notary Public Geneva M. Zimmerman REVISED 11/95

RECEIVED FOR RECORD 1995 11-25 P.M. Shickie Kivett REC. MORGAN COUNTY RECORDER

9.65

9715398

Book 50 Page 186

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

PROPERTY KNOWN AS "HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Tract Number 14, per Plat of Stake Survey recorded in Survey Book 4, pages 329-332, in the Office of the Recorder, in Morgan County, Indiana, being a part of the Southeast Quarter, part of the Southeast quarter of the Northeast quarter, and part of the Southwest Quarter of the Northeast Quarter, all in Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 7.667 acres, with 2.530 acres being in the Southeast quarter, 4.596 acres in the Southeast Quarter of the Northeast quarter, and 0.541 acres in the Southwest quarter of the Northeast quarter of said Section described as follows:

Commencing at the Northwest corner of said quarter section as marked by an iron pin; thence South 89 degrees 56 minutes 54 seconds East, 1060.92 feet along the north line of said quarter section to the POINT OF BEGINNING; thence South 00 degrees 52 minutes 37 seconds East, 334.12 feet; thence North 63 degrees 00 minutes 19 seconds East, 1111.81 feet to an iron pin; thence North 00 degrees 27 minutes 03 seconds West, 335.35 feet to an iron pin; thence South 63 degrees 00 minutes 19 seconds West, 1114.59 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

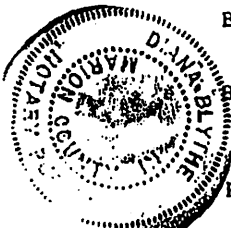
COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 241.38 feet; thence North 35 degrees 22 minutes 56 seconds West, 1241.98 feet; thence North 0 degrees 52 minutes 37 seconds West, 1002.77 feet; thence North 63 degrees 00 minutes 19 seconds East, 668.90 feet; thence North 89 degrees 54 minutes 46 seconds East, 402.39 feet to the POINT OF ENDING.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows: Daniel E. Helpingstine and Molly Helpingstine by warranty deed dated 9-11-97 Tract # 14.

Be it therefore agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tract are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 98, late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

PROPERTY ADDRESS: RR 1, BOX 197-14, PARAGON, IN 46166



Buyer: Daniel E. Helpingstine

Larry N. Anderson, Sr.

Buyer: Molly Helpingstine

Carol Anderson

Date: 9-11-97

Larry N. Anderson, Jr. Date: 9-11-97

Prepared By: Carol Anderson

STATE of INDIANA COUNTY of HENDRICKS Sworn to me before a notary public in and for said State and County, this 11th day of Sept, 1997.

RECEIVED FOR RECORD November 24 1997 8:00 A.M. Jackie Kivett MORGAN COUNTY RECORDER

7-8-01 My Commission Expires

Diana Blythe Notary Public Diana Blythe

902

9715399

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

Book 150 Page 187

PROPERTY KNOWN AS "HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Tract Number 8, per Plat of Stake Survey recorded in Survey Book 4, pages 329-332, in the Office of the Recorder, in Morgan County, Indiana, being a part of the Southeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 5.000 acres, with 3.746 acres being in the Southeast quarter, and 1.254 acres being in the Southeast quarter of the Northeast quarter, described as follows:

Commencing at the Northeast corner of said quarter section as marked by a stone; thence South 00 degrees 24 minutes 53 seconds East, 213.66 feet along the East line of said quarter section to an iron pin; thence North 60 degrees 18 minutes 52 seconds West, 393.43 feet to an iron pin and the POINT OF BEGINNING; thence South 63 degrees 00 minutes 19 seconds West, 758.30 feet; thence North 35 degrees 22 minutes 56 seconds West, 325.59 feet; thence North 63 degrees 00 minutes 19 seconds East, 594.05 feet to an iron pin; thence South 60 degrees 18 minutes 52 seconds East, 385.47 feet, to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 265.91 feet; thence North 54 degrees 37 minutes 04 seconds East, 195.22 feet; thence North 68 degrees 15 minutes 59 seconds East, 169.52 feet; thence North 54 degrees 37 minutes 04 seconds East, 237.32 feet; thence North 35 degrees 22 minutes 56 seconds West, 1330.83 feet to the POINT OF ENDING.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows: Vincent W. Conn and Angie G. Conn by warranty deed dated 8-21-97 Tract # 8.

Be it therefore agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tract are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 1998, late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

PROPERTY ADDRESS: RR 1, BOX 197-8, PARAGON, IN 46166



Buyer: Vincent W. Conn, Larry N. Anderson Sr.
Buyer: Angie G. Conn, Carol Anderson
Date: 11-2-97
Prepared By: Carol Anderson
Date: 11-2-97

STATE of INDIANA COUNTY of HENDRICKS Sworn to me before a notary public in and for said State and County, this 02nd day of November 1997.

RECEIVED FOR RECORD November 24 1997
8:02 AM
Dickie Kivett
MORGAN COUNTY RECORDER

07-08-01 My Commission Expires
Deana Blythe Notary Public Diana Blythe

Mail To: North American Mfg Homes, 3090 E. Main St, Plainfield 46168

908

9715400

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

Book 150 Page 188

PROPERTY KNOWN AS "HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Tract Number 7 per Plat of Stake Survey recorded in Survey Book 4, pages 329-332, in the Office of the Recorder, in Morgan County, Indiana, being a part of the Southeast Quarter of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 5.000 acres, described as follows:

Commencing at the Northeast corner of said quarter section as marked by a stone; thence South 00 degrees 24 minutes 53 seconds East, 213.66 feet along the East line of said quarter section to an iron pin; thence North 60 degrees 18 minutes 52 seconds West, 77.71 feet to an iron pin and the POINT OF BEGINNING; thence South 63 degrees 00 minutes 19 seconds West, 892.82 feet; thence North 35 degrees 22 minutes 56 seconds West, 266.67 feet; thence North 63 degrees 00 minutes 19 seconds East, 758.30 feet to an iron pin; thence South 60 degrees 18 minutes 52 seconds East, 315.72 feet, to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 265.91 feet; thence North 54 degrees 37 minutes 04 seconds East, 195.22 feet; thence North 68 degrees 15 minutes 59 seconds East, 169.52 feet; thence North 54 degrees 37 minutes 04 seconds East, 237.32 feet; thence North 35 degrees 22 minutes 56 seconds West, 1330.83 feet to the POINT OF ENDING.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows: Bary G. Trester by warranty deed dated July 2, 1997 Tract # 7.

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tract are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 98, late fee of \$25.00 per month until paid in full.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

PROPERTY ADDRESS: RR 1, BOX 197-7, PARAGON, IN 46166

Buyer: Bary G. Trester

Larry N. Anderson, Sr.

Buyer: _____

Carol L. Anderson

Date: 7-2-97

Larry N. Anderson, Jr.

Prepared By: Carol Anderson

Date: 7-2-97



STATE of IN COUNTY of Hendricks Sworn to me before a notary public in and for said State and County, this 2nd day of July, 1997.

RECEIVED FOR RECORD November 24 1997 8:04 A.M. Shickie Kivett MORGAN COUNTY RECORDER

7-8-01 My Commission Expires

Diana Blythe Notary Public

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

PROPERTY KNOWN AS "HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Tract Number 19 per Plat of Stake Survey recorded in Survey Book 4, pages 329-332, in the Office of the Recorder, in Morgan County, Indiana, being a part of the Southeast Quarter of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 5.265 acres, described as follows:

Commencing at the Northwest corner of said quarter section as marked by an iron pin; thence South 01 degrees 25 minutes 32 seconds East, 656.54 feet along the west line of said quarter section to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 350.07 feet to the POINT OF BEGINNING; thence continuing North 89 degrees 56 minutes 27 seconds East, 350.07 feet; thence South 01 degrees 11 minutes 42 seconds East, 656.48 feet to an iron pin; thence South 89 degrees 56 minutes 27 seconds West, 348.75 feet; thence North 01 degrees 18 minutes 37 seconds West, 656.51 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 241.38 feet; thence North 35 degrees 22 minutes 56 seconds West, 1064.22 feet; thence South 89 degrees 56 minutes 27 seconds West, 1155.32 feet to the West line of said East half and the POINT OF BEGINNING.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows: Mickey L. Bosley and Cheryl L. Bosley by warranty deed dated 8-14-97 Tract # 19.

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

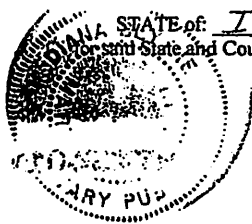
- 1. Seller will maintain gravel conditions of road until 75% of tract are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 98, late fee of \$25.00 per month until paid in full.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

PROPERTY ADDRESS: RR 1, BOX 197-19, PARAGON, IN 46166

Buyer: Mickey L. Bosley, Larry N. Anderson, Sr.

Buyer: Cheryl L. Bosley, Carol L. Anderson

Date: 8-14-97, Prepared By: Carol Anderson, Date: 8-14-97



STATE of IN COUNTY of Hendricks Sworn to me before a notary public in and for said State and County, this 14th day of August, 1997.

7-8-01 My Commission Expires, Diana Blythe Notary Public

RECEIVED FOR RECORD November 24 1997 at 8:06 A.M. Vickie Kivett MORGAN COUNTY RECORDER

9.00

9801051

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

Book 151 Page 26

PROPERTY KNOWN AS "HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Tract Number 11, per Plat of Stake Survey recorded in Survey Book 4, pages 329-332, in the Office of the Recorder, in Morgan County, Indiana, being a part of the Southeast Quarter of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 5.000 acres, described as follows:

Commencing at the Southwest corner of said quarter section as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to an iron pin; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 265.91 feet; thence North 54 degrees 37 minutes 04 seconds East, 195.22 feet; thence North 68 degrees 15 minutes 59 seconds East, 109.92 feet to the POINT OF BEGINNING; thence North 35 degrees 22 minutes 56 seconds West, 725.51 feet; thence North 54 degrees 48 minutes 40 seconds East, 295.24 feet; thence South 35 degrees 22 minutes 56 seconds East, 738.57 feet; thence South 54 degrees 37 minutes 04 seconds West, 237.32 feet; thence South 68 degrees 15 minutes 59 seconds West, 59.60 feet to the POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 265.91 feet; thence North 54 degrees 37 minutes 04 seconds East, 195.22 feet; thence North 68 degrees 15 minutes 59 seconds East, 109.92 feet to the POINT OF BEGINNING; thence North 35 degrees 22 minutes 56 seconds West, 725.51 feet; thence North 54 degrees 48 minutes 40 seconds East, 295.24 feet; thence South 35 degrees 22 minutes 56 seconds East, 738.57 feet; thence South 54 degrees 37 minutes 04 seconds West, 237.32 feet; thence South 68 degrees 15 minutes 59 seconds West, 59.60 feet to the POINT OF ENDING.

SUBJECT TO EASEMENT IN FAVOR OF Indianapolis Power and Light Company, and any other easements, recorded or otherwise.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows: David L. Lawrence by warranty deed dated 1-9-98 Tract # 11.

Be it therefore agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tract are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 1999, late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

PROPERTY ADDRESS: RR 1, BOX 197-11, PARAGON, IN 46166

Buyer: David L. Lawrence, Larry N. Anderson, Sr.
Buyer: Carol L. Anderson
Date: 1-9-98
Prepared By: Carol Anderson

RECEIVED FOR RECORD January 28 1998 1:48 P.M. Dickie Kivett MORGAN COUNTY RECORDER

STATE of INDIANA COUNTY of HENDRICKS Sworn to me before a notary public in and for said State and County, this 9th day of JANUARY, 1998.

7-8-98 My Commission Expires

Notary Public Carol L. Anderson, Indiana

9806911

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

PROPERTY KNOWN AS "HURRICANE HILLS"

AN ANDERSON DEVELOPMENT I

Tract Number 3, per Plat of Stake Survey recorded in Survey Book 4, pages 329-332, in the Office of the Recorder, in Morgan County, Indiana, being a part of the Southeast Quarter of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 5.562 acres, described as follows:

Commencing at the Southeast corner of said quarter section as marked by a concrete monument; thence North 00 degrees 16 minutes 18 seconds West, 536.37 feet along the East line of said quarter section to an iron pin and the POINT OF BEGINNING; thence North 44 degrees 10 minutes 46 seconds West, 1032.05 feet; thence South 68 degrees 15 minutes 59 seconds West, 84.76 feet; thence South 54 degrees 37 minutes 04 seconds East, 195.22 feet; thence North 68 degrees 15 minutes 59 seconds East, 169.52 feet; thence North 54 degrees 37 minutes 04 seconds East, 237.32 feet; thence North 35 degrees 22 minutes 56 seconds West, 1330.83 feet to the POINT OF ENDING.

TOGETHER WITH AND SUBJECT TO A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 265.91 feet; thence North 54 degrees 37 minutes 04 seconds East, 195.22 feet; thence North 68 degrees 15 minutes 59 seconds East, 169.52 feet; thence North 54 degrees 37 minutes 04 seconds East, 237.32 feet; thence North 35 degrees 22 minutes 56 seconds West, 1330.83 feet to the POINT OF ENDING.

SUBJECT TO EASEMENT IN FAVOR OF Indianapolis Power and Light Company, and any other easements, recorded or otherwise.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows: Steven R. and Shari L. Parker by warranty deed dated 4-29-98 Tract # 3.

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

- 1. Seller will maintain gravel conditions of road until 75% of tract are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 99, late fee of \$25.00 per month until paid in full.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

PROPERTY ADDRESS: RR 1, BOX 197-3, PARAGON, IN 46166

RECEIVED FOR RECORD May 6 1998 1:53 P.M. Diakie Kivett MORGAN COUNTY RECORDER

Buyer: Steven R. Parker, Shari L. Parker Date: 4-29-98 Prepared By: Carol Anderson

Signatures of Larry N. Anderson, Sr. and Carol Anderson with dates.

STATE OF INDIANA COUNTY OF HENDRICKS Sworn to me before a notary public in and for said State and County, this 29 day of APRIL, 1997.

07/08/2001 My Commission Expires

Notary Public signature and seal.

✓
9.00

9810977

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

BOOK 153 PAGE 489

PROPERTY KNOWN AS
"HURRICANE HILLS"
AN ANDERSON DEVELOPMENT I

Tract Number 20, per Plat of Stake Survey recorded in Survey Book 4, pages 329-332, in the Office of the Recorder, in Morgan County, Indiana, and being a part of the Southeast Quarter of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 5.265 acres described as follows: COMMENCING at the Northwest corner of the Southeast Quarter of said Section as marked by an iron pin; thence South 01 degrees 25 minutes 32 seconds East, 656.54 feet along the West line of said Quarter Section to an iron pin; thence North 89 degrees 56 minutes 27 seconds East, 700.14 feet to the POINT OF BEGINNING; thence continuing North 89 degrees 56 minutes 27 seconds East, 350.06 feet; thence South 01 degrees 04 minutes 48 seconds East, 656.46 feet to an iron pin; thence South 89 degrees 56 minutes 27 seconds West, 348.75 feet to an iron pin; thence North 01 degrees 11 minutes 42 seconds West, 656.48 feet to the POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 241.38 feet; thence North 35 degrees 22 minutes 56 seconds West, 1064.22 feet; thence South 89 degrees 56 minutes 27 seconds West, 1155.32 feet to the West line of said East half and the POINT OF ENDING.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows: Marvin L. Jinkins and Donna J. Jinkins by warranty deed dated 11-20-95 Tract #20.

Be it therefore agreed, for valuable consideration received and the mutual benefits to the realized herein, as follows:

1. Seller will maintain gravel conditions of road until 75% of tract are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$100.00 per year to maintain private road easement, commencing day of closing and due April 1st 1996, late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

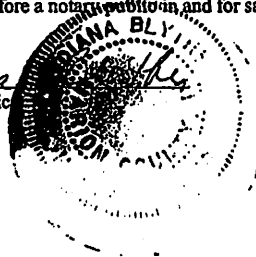
PROPERTY ADDRESS: RR 1, BOX 197-20, PARAGON, IN 46166

Buyer: Marvin L. Jinkins Larry N. Anderson, Sr.
 Buyer: Donna J. Jinkins Carol L. Anderson
 Date: 6-7-98 Larry N. Anderson, Jr.
 Prepared By: Carol L. Anderson Date: 6-7-98

STATE OF INDIANA COUNTY OF HENDRICKS Sworn to me before a notary public in and for said State and County, this 7th day of June, 1998.

07-08-01
My Commission Expires

Donna
Notary Public



RECEIVED FOR RECORD
July 10 1998
11:32 P.M.
Vickie Kivett
MORGAN COUNTY RECORDER

10.00
1.00
11.00

20100047

RESTRICTIONS &
COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

PROPERTY KNOWN AS
"HURRICANE HILLS"
AN ANDERSON DEVELOPMENT I

288.523

Tract Number 28, per Plat of Stake Survey recorded in Survey Book 4, pages, 329-332, in the Office of the Recorder in Morgan County, Indiana, being a part of the Southeast Quarter of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 5.266 acres, described as follows:

Commencing at the Northeast corner of said quarter-quarter section as marked by an iron pin; thence South 00 degrees 19 minutes 48 seconds East, 339.22 feet to an iron pin; thence South 0 degrees 19 minutes 48 seconds East, 339.58 feet to an iron pin; thence South 89 degrees 54 minutes 46 seconds West, 675.16 feet to an iron pin; thence North 0 degrees 27 minutes 03 seconds West, 339.58 feet to an iron pin; thence North 89 degrees 54 minutes 46 seconds East, 675.88 feet to the POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, said easement being 50 feet wide and a portion of easement being 100 feet wide, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence 89 degrees 56 minutes 50 seconds East 1085.00 feet along the South line of said East half to the POINT OF BEGINNING of 50 foot easement; thence North 22 degrees 56 minutes 18 seconds East 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East 511.68 feet; thence North 00 degrees 00 minutes 00 seconds East 241.38 feet; thence North 35 degrees 22 minutes 56 seconds West 1241.98 feet; thence North 00 degrees 52 minutes 37 seconds West 1002.77 feet; thence North 63 degrees 00 minutes 19 seconds East 668.90 feet; thence North 89 degrees 54 minutes 46 seconds East 452.39 feet along centerline of 50 foot easement to the centerline of 100 foot easement; thence North 0 degrees 27 minutes 03 seconds West, 323.11 feet to centerline of 50 foot easement; thence North 38 degrees 22 minutes 48 seconds East, 243.27 feet thence North 89 degrees 54 minutes 46 seconds East, 449.00 feet; thence South 0 degrees 19 minutes 48 seconds East, 123.40 feet thence South 23 degrees 18 minutes 28 seconds West, 525.26 feet; thence South 10 degrees 23 minutes 05 seconds East, 345.87 feet thence South 28 degrees 42 minutes 57 seconds East, 148.62 feet to the POINT OF ENDING. The sidelines of said easement are parallel with the centerline and are to be shortened or lengthened to meet at angle points.

SUBJECT TO EASEMENT IN FAVOR OF Indianapolis Power & Light Company, and any other easements, recorded or otherwise.

Whereas each party is dependent upon the easement, ingress and egress and took title as follows: Danny R. & Shelley S. Hardin by warrant deed dated 12-22-00 Tract #28

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

1. Seller will maintain gravel conditions of road until 75% of tract is sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have one (1) vote. Majority voice will rule. Each tract shall submit \$200.00 per year to maintain private road easement, commencing day of closing and due April 1, 2002, late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties. Coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least ten (10) days prior to meeting. Any five (5) homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote at 100% of development completion.

PROPERTY ADDRESS: 3265 North Hurricane Hills Road, Paragon, Indiana 46166

Buyer: Danny R. Hardin
Danny R. Hardin

Seller: Larry N. Anderson, Sr.
Larry N. Anderson, Sr.

Shelley S. Hardin
Shelley S. Hardin

Carol L. Anderson
Carol L. Anderson

Date: 12-22-00

Larry N. Anderson, Jr.
Larry N. Anderson, Jr.

Prepared by: Carol L. Anderson

Date: 12.22.00

RECEIVED
FOR RECORD
01 JAN -2 PM 2:07

Karen Brummett
MORGAN CO RECORDER

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Sworn to me before a notary public in and for said State and County, this 22nd day of December, 2000.

John Ellen Harvey
Notary Public

My Commission Expires: July 13, 2007

20100047

2002
1.10.00
11.00

20102309

20102309

RESTRICTIONS & COVENANTS PRIVATE ROADWAY MAINTENANCE AGREEMENT

PROPERTY KNOWN AS "HURRICANE HILLS" AN ANDERSON DEVELOPMENT I

Tract Number 27, per Plat of Stake Survey recorded in Survey Book 4, pages 329-332, in the Office of the Recorder in Morgan County, Indiana, being a part of the Southeast Quarter of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 5.266 acres, described as follows:

Commencing at the Northeast corner of said quarter-quarter section as marked by an iron pin; thence South 00 degrees 27 minutes 03 seconds East, 339.22 feet to an iron pin; thence North 89 degrees 54 minutes 46 seconds East, 675.88 feet to an iron pin on the East line of said quarter-quarter Section; thence North 00 degrees 19 minutes 48 seconds West, 339.22 feet to the POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, said easement being 50 feet wide and a portion of easement being 100 feet wide, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence 89 degrees 56 minutes 50 seconds East 1085.00 feet along the South line of said East half to the POINT OF BEGINNING of 50 foot easement; thence North 22 degrees 56 minutes 18 seconds East 609.03 feet; thence North 52 degrees 03 minutes 09 seconds East 511.68 feet; thence North 00 degrees 00 minutes 00 seconds East 241.38 feet; thence North 35 degrees 22 minutes 56 seconds West 1241.98 feet; thence North 00 degrees 52 minutes 37 seconds West 1002.77 feet; thence North 63 degrees 00 minutes 19 seconds East 668.90 feet; thence North 89 degrees 54 minutes 46 seconds East 452.39 feet along centerline of 50 foot easement to the centerline of 100 foot easement; thence North 0 degrees 27 minutes 03 seconds West, 323.11 feet to centerline of 50 foot easement; thence North 38 degrees 22 minutes 48 seconds East, 243.27 feet thence North 89 degrees 54 minutes 46 seconds East, 449.00 feet; thence South 0 degrees 19 minutes 48 seconds East, 123.40 feet; thence South 23 degrees 18 minutes 28 seconds West, 525.26 feet; thence South 10 degrees 23 minutes 05 seconds East, 345.87 feet; thence South 28 degrees 42 minutes 57 seconds East, 148.62 feet to the POINT OF ENDING. The sidelines of said easement are parallel with the centerline and are to be shortened or lengthened to meet at angle points.

SUBJECT TO EASEMENT IN FAVOR OF Indianapolis Power and Light Company, and any other easements, recorded or otherwise.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows:

Scott and Cindy Pilnicki by warranty deed dated _____ Tract #27

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

1. Seller will maintain gravel conditions of road until 75% of tract is sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$200.00 per year to maintain private road easement, commencing day of closing and due April 1st 2000, late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

RECEIVED FOR RECORD 01 FEB 23 PM 2:31
MORGAN CO RECORDER
Kathleen Stearns

PROPERTY ADDRESS: RR 1, BOX 197-27, PARAGON, IN 46166

Buyer: Scott Pilnicki

Larry N. Anderson, Jr.

Buyer: Cindy Pilnicki

Carol L. Anderson

Date: 12/03/99

Larry N. Anderson, Jr.

Prepared By: Carol L. Anderson

Date: _____

STATE of INDIANA COUNTY of HENDRICKS Sworn to me before a notary public in and for said State and County, this day of _____, 1998.

3/21/07
My Commission Expires

Notary Public

MARSHA L. HART, Notary Public
County of Residence is Boone
Commission Expires: 3-21-2007



2002
1-31-00
11-00

20102310

COVENANT

RESTRICTIONS &
STATE ROADWAY MAINTENANCE AGREEMENT

PROPERTY KNOWN AS
"HURRICANE HILLS"
AN ANDERSON DEVELOPMENT I

Tract Number 29, per Plat of Stake Survey recorded in Survey Book 4, pages 329-332, in the Office of the Recorder in Morgan County, Indiana, being a part of the Southeast Quarter of Section 18, Township 12 North, Range 1 West, Ashland Township, Morgan County, Indiana, containing 5.266 acres, described as follows:

Commencing at the Northwest corner of said quarter-quarter section as marked by an iron pin; thence South 0 degrees 19 minutes 48 seconds East, 678.80 feet along the East line of said quarter-quarter section to an iron pin and the POINT OF BEGINNING; thence continuing South 0 degrees 19 minutes 48 seconds East, 339.94 feet; to an iron pin; thence South 89 degrees 54 minutes 46 seconds West, 674.44 feet to an iron pin; thence North 0 degrees 27 minutes 03 seconds West, 339.94 feet to an iron pin; thence North 89 degrees 54 minutes 46 seconds East, 675.16 feet to the POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, said easement being 50 feet wide and a portion of easement being 100 feet wide, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence 89 degrees 56 minutes 50 seconds East 1085.00 feet along the South line of said East half to the POINT OF BEGINNING of 50 foot easement; thence North 22 degrees 56 minutes 18 seconds East 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East 241.38 feet; thence North 35 degrees 22 minutes 56 seconds West 1241.98 feet; thence North 0 degrees 52 minutes 37 seconds West 1002.77 feet; thence North 63 degrees 00 minutes 19 seconds East 668.90 feet; thence North 89 degrees 54 minutes 46 seconds East 452.39 feet along centerline of 50 foot easement to the centerline of 100 foot easement; thence North 0 degrees 27 minutes 03 seconds West, 323.11 feet to centerline of 50 foot easement; thence North 38 degrees 22 minutes 48 seconds East, 243.27 feet; thence North 89 degrees 54 minutes 46 seconds East 449.00 feet; thence South 0 degrees 19 minutes 48 seconds East, 123.40 feet; thence South 23 degrees 18 minutes 28 seconds West, 525.26 feet; thence South 10 degrees 23 minutes 05 seconds East, 345.87 feet; thence South 28 degrees 42 minutes 57 seconds East, 156.78 feet; thence South 42 degrees 58 minutes 35 seconds East 148.62 feet to the POINT OF ENDING. The sidelines of said easement are parallel with the centerline and are to be shortened or lengthened to meet at angle points.

SUBJECT TO EASEMENT IN FAVOR OF Indianapolis Power and Light Company, and any other easements, recorded or otherwise.

Whereas each party is dependent upon the easements, ingress and egress and took title as follows:
Patrick R. White by warranty deed dated _____ Tract #29.

Be it therefore agreed, for valuable consideration received and the mutual benefits to be realized herein, as follows:

1. Seller will maintain gravel conditions of road until 75% of tract are sold.
2. This agreement will be as a covenant running with the lands of each party.
3. The parties shall maintain the non-exclusive access and utility easement described herein in good passable condition sharing equally the cost.
4. Each tract shall have 1 vote. Majority vote will rule. Each tract shall submit \$200.00 per year to maintain private road easement, commencing day of closing and due April 1st, 2000, late fee of \$25.00 per month until paid in full. If property is sold, this agreement is automatically transferred. If legal action is required to collect amount delinquent, homeowner shall be responsible for all costs, including legal costs. Two homeowners shall be in charge of all funds. Seller will decide the first controlling parties, coordinating funds and improvements until such time majority vote rules otherwise. A bank account will be set up to control funds, using a two-party check signature system. Unsold tracts do not apply.
5. Notice shall be given at least 10 days prior to meeting. Any 5 homeowners can call a meeting, considering road maintenance, majority vote at such meeting shall rule.
6. All tracts will be subject to a blanket utility and drainage easement.
7. These restrictions and covenants are subject to change if homeowners desire by vote after 100% of development completion.

RECEIVED
FOR RECORD
01 FEB 23 PM 2:31
Kathleen Krummholz
MORGAN CO RECORDER

PROPERTY ADDRESS: 3235 NORTH HURRICANE HILLS ROAD, PARAGON, IN 46166

Buyer: Patrick R. White Larry N. Anderson
 Patrick R. White Larry N. Anderson Sr.
 Buyer: _____ Carol L. Anderson
 Carol L. Anderson
 Date: 1-31-00 Larry N. Anderson, Jr.
 Larry N. Anderson, Jr.

Prepared By: Carol L. Anderson Date: 4-18-00

STATE of INDIANA COUNTY of HENDRICKS Sworn to me before a notary public in and for said State and County, this 18th day of April 1998 2000

July 13, 2007
My Commission Expires

Patsy Ellen Hanning
Notary Public



PLAT OF STAKE SURVEY

9408796

9408796

BOOK 4 PAGE 329
329

SURVEY PREPARED FOR: LARRY ANDERSON, NORTH AMERICAN HOMES, INC.

RECORD OWNER: MICHAEL S. WOLFF, TRUSTEE per DEED RECORD 267, PAGE 514, IN THE OFFICE OF THE RECORDER, MORGAN COUNTY, INDIANA.

SURVEY OF: LAND IN THE EAST HALF OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 1 WEST, ASHLAND TOWNSHIP, MORGAN COUNTY, INDIANA.

NO IMPROVEMENTS ON THE SURVEYED LAND.

NOTE:

ALL CORNERS AND ANGLE POINTS TO BE MARKED WITH NO. 5 IRON PEGS WITH SURVEYOR'S I.D. CAP CORNERS COINCIDING WITH EASEMENT CENTERLINES ARE TO BE MARKED AT THE INTERSECTION OF THE BOUNDARY LINE WITH THE EASEMENT SIDELINE.

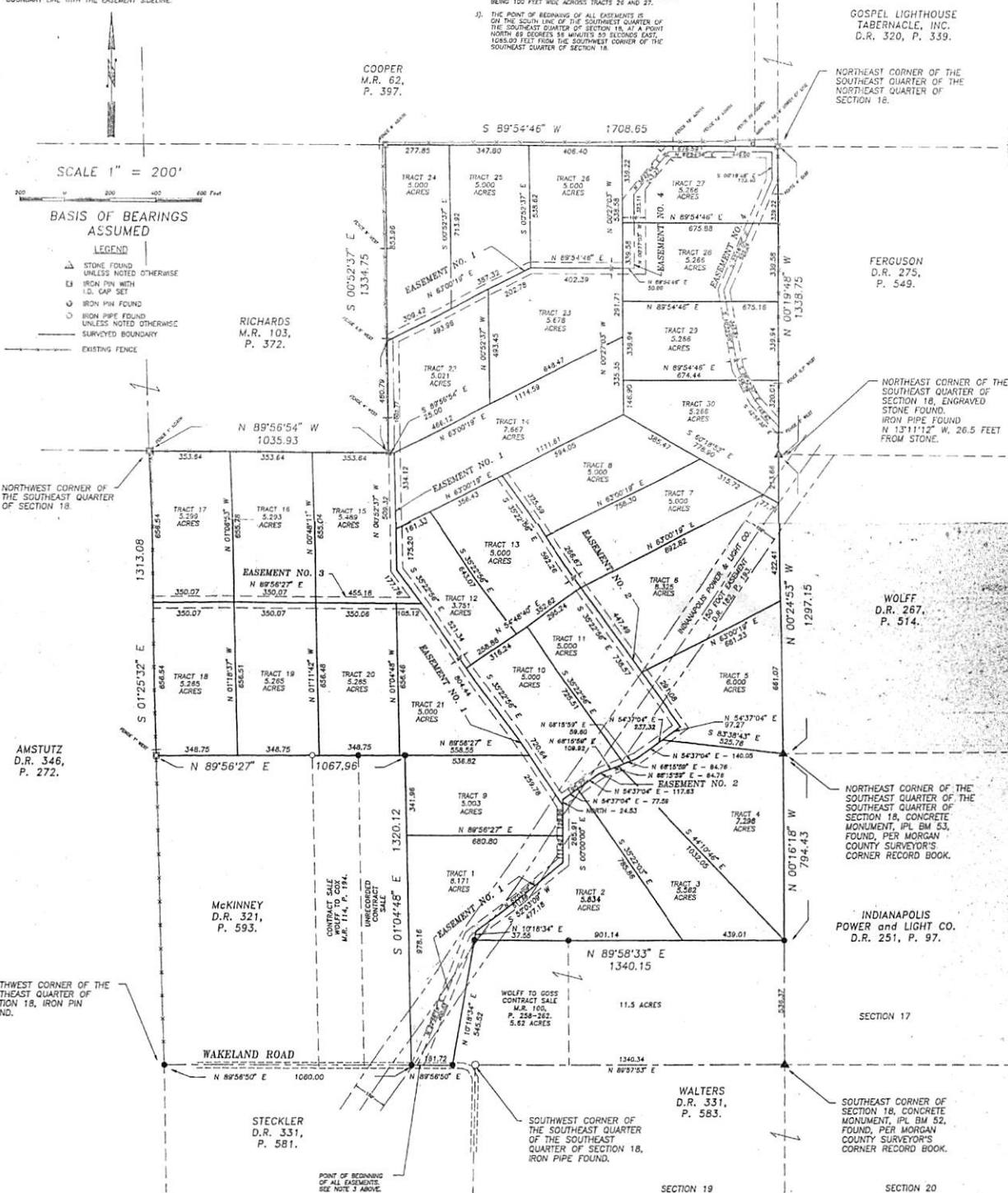
NOTE:

SEE SURVEY BOOK 4, PAGE 315, FOR PREVIOUSLY RECORDED BOUNDARY SURVEY.

NOTE:

1) EASEMENTS 1 THROUGH 3 ARE 40 FOOT WIDE HIGHWAY, EGRESS, AND UTILITY EASEMENTS.
2) EASEMENT NO. 4 IS A 50 FOOT EGRESS, EGRESS AND UTILITY EASEMENT WITH A PORTION OF THE EASEMENT BEING 100 FEET WIDE ACROSS TRACTS 26 AND 27.
3) THE POINT OF BEGINNING OF ALL EASEMENTS IS ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, AT A POINT NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST, 1085.00 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18.

GOSPEL LIGHTHOUSE TABERNACLE, INC. D.R. 320, P. 339.



ROBERT C. GRIFFIN, RLS
8465 GOLDIE LANE
MARTINSVILLE, IN 46151
(317) 834-0324

JUL 15 2004
Robert C. Griffin
Surveyor, Morgan County

- AREA NOTES**
- 1) 114.128 ACRES IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER.
 - 2) 42.122 ACRES IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER.
 - 3) 10.114 ACRES IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER.



I HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE WITHIN PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION AND COMPLETED ON JULY 6, 1994.

Robert C. Griffin
ROBERT C. GRIFFIN
REGISTERED LAND SURVEYOR
NO. 1529300008

SURVEYOR'S REPORT

In compliance with Title 865, Article 1, Rule 12, Sections 1 through 29 of the Indiana Administrative Code, the following is a summary of observations made during the performance of this survey.

1. The purpose of this project was to prepare an original survey per the referenced code, for Larry Anderson, on land in the Southeast Quarter Section, the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 18, Township 12 North, Range 1 West, Morgan County, Indiana. The land is currently titled to Michael S. Wolff, per Deed Record 267, page 514, in the Office of the Recorder, Morgan County, Indiana. A perimeter boundary survey of the land was previously recorded in Survey Book 4, pages 325 through 328, and served as the basis for this survey.

2. The legal descriptions of the created tracts of land will be described with reference to this recorded survey and the section, township, and range. This method is preferable for very irregular parcels, a maximum amount of information relating to the parcel with a minimum amount of language can be used to accurately describe the parcel. A simple description, properly referring to a recorded map, covers and conveys all the data which could be furnished by an involved metes and bounds description, and more, as well as reducing the hazard of clerical error.

All easements shown on the plat of stake survey are for the purpose of ingress, egress, and utilities.

3. All survey markers along the easements are set on the created parcel lines at the intersection with the easement sidelines.

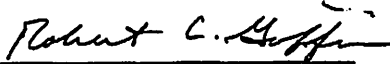
The Theoretical Uncertainty (due to random errors inherent to equipment and procedures) of the locations of the lines and corners of the subject tract established by this survey is within the specifications for a Class D Survey (1.00 feet) as defined in the referenced code.

EASEMENT NO. 2

A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 265.91 feet; thence North 54 degrees 37 minutes 04 seconds East, 195.22 feet; thence North 68 degrees 15 minutes 59 seconds East, 169.52 feet; thence North 54 degrees 37 minutes 04 seconds East, 237.32 feet; thence North 35 degrees 22 minutes 56 seconds West, 1330.83 feet to the POINT OF ENDING.

Given under my hand and seal this 6th day of July, 1994.



Robert C. Griffin
Indiana Registered Land Surveyor
No. LS29300008



EASEMENT DESCRIPTIONS PREPARED THIS SURVEY

EASEMENT NO. 1

A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 241.38 feet; thence North 35 degrees 22 minutes 56 seconds West, 1241.98 feet; thence North 0 degrees 52 minutes 37 seconds West, 1002.77 feet; thence North 63 degrees 00 minutes 19 seconds East, 668.90 feet; thence North 89 degrees 54 minutes 46 seconds East, 402.39 feet to the POINT OF ENDING.

Given under my hand and seal this 6th day of July, 1994.

Robert C. Griffin

Robert C. Griffin
Indiana Registered Land Surveyor
No. LS29300008



EASEMENT NO. 3

A 50 foot easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 241.38 feet; thence North 35 degrees 22 minutes 56 seconds West, 1064.22 feet; thence South 89 degrees 56 minutes 27 seconds West, 1155.32 feet to the West line of said East half and the POINT OF ENDING.

Given under my hand and seal this 6th day of July, 1994.

Robert C. Griffin

Robert C. Griffin
Indiana Registered Land Surveyor
No. LS29300008



EASEMENT NO. 4

An easement for ingress, egress, and utilities, being located in the East half of Section 18, Township 12 North, Range 1 West, Morgan County, said easement being 50 feet and 100 feet wide, the centerline of said easement being described as follows:

COMMENCING at the Southwest corner of said East half as marked by an iron pin; thence North 89 degrees 56 minutes 50 seconds East, 1085.00 feet along the South line of said East half to the POINT OF BEGINNING of 50 foot easement; thence North 22 degrees 56 minutes 18 seconds East, 600.03 feet; thence North 52 degrees 03 minutes 09 seconds East, 511.68 feet; thence North 0 degrees 00 minutes 00 seconds East, 241.38 feet; thence North 35 degrees 22 minutes 56 seconds West, 1241.98 feet; thence North 0 degrees 52 minutes 37 seconds West, 1002.77 feet; thence North 63 degrees 00 minutes 19 seconds East, 668.90 feet; thence North 89 degrees 54 minutes 46 seconds East, 452.39 feet to the centerline of 100 foot easement; thence North 0 degrees 27 minutes 03 seconds West, 323.11 feet to centerline of 50 foot easement; thence North 38 degrees 22 minutes 48 seconds East, 243.27 feet; thence North 89 degrees 54 minutes 46 seconds East, 449.00 feet; thence South 0 degrees 19 minutes 48 seconds East, 123.40 feet; thence South 23 degrees 18 minutes 28 seconds West, 525.26 feet to a LN; thence South 10 degrees 23 minutes 05 seconds East, 345.87 feet to a LN; thence South 28 degrees 42 minutes 57 seconds East, 156.78 feet to a LN; thence South 42 degrees 58 minutes 35 seconds East, 148.62 feet to a LN to the POINT OF ENDING. The sidelines of said easement are parallel with the centerline and are to be shortened or lengthened to meet at angle points.

Given under my hand and seal this 6th day of July, 1994.

Robert C. Griffin

Robert C. Griffin
 Indiana Registered Land Surveyor
 No. LS29300008



RECEIVED
 FOR RECORD
 94 JUL 15 PM 12:18

Dickie Hewitt
 MORGAN CO. RECORDER