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MAY 1977

WARRANTY DEED

AND
GRANT OF MUTUAL NON-EXCLUSIVE
RIGHTS-OF-WAY AND UTILITY EASEMENTS,
LAKE EASEMENT, AND
DECLARATION OF COVENANTS
⁴

MORNINGSTAR LAKE ESTATES

THIS INDENTURE WITNESSETH, that SHARON BREEDEN (Grantor), of Morgan County, State of Indiana, does hereby GRANT, CONVEY, WARRANT, DEDICATE and DECLARE to PERRY D. CRUSE and CYNTHIA L. CRUSE, Husband and Wife, an undivided one-third; JOSEPH E. DEHART and NANCY K. DEHART, Husband and Wife, an undivided one-third; and JOSEPH S. DEHART, an undivided one-third, (Grantees), of Morgan and Johnson Counties, State of Indiana, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Morgan County, Indiana, to-wit:

Exhibit A attached and incorporated
in this conveyance

Also known as "MORNINGSTAR LAKE ESTATES"
according to a common plan of
development and division into parcels

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

Exhibit B-1 through and including
Exhibit B-4, attached and incorporated
in this conveyance

for the purpose of providing ingress and egress and public utility service for the various parcels comprising the real estate described in Exhibit A.

ALSO, TOGETHER WITH AND SUBJECT TO a mutual non-exclusive easement to inundate and maintain that certain lake or lake area and appurtenances of approximately eight (8) acres, more or less, together with access to and from the same, in order to maintain a lake mutually and in common for the recreation, beautification, drainage and pleasure of the various owners of parcels in Morningstar Lake Estates.

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

1.0 GENERAL PURPOSE.

1.1 The general purpose of these covenants is to preserve the value of the real estate; ensure proper use and appropriate improvement of the real estate; encourage the construction of attractive buildings and other improvements at appropriate locations; prevent haphazard development which may not be in harmony with other improvements; preserve and maintain property setbacks from the lake and adequate free space between structures; provide for adequate and proper maintenance so as to ensure a high quality appearance and condition of the real estate; ensure desired high standards; all for the purpose of preserving the values of the parcels comprising Morningstar Lake Estates for the mutual benefit of all the owners. All conditions, restrictions and covenants shall be construed to accomplish the general purpose.

1.2 All easements shall be deemed perpetual and survive the covenants. Nothing herein shall be construed to permit the abrogation of easement rights to the various parcels as covenants running with the lands described. All easements are to be construed as private for the benefit of the various parcel owners and not the general public.

2.0 DEFINITIONS.

2.1 "Morningstar Lake Estates" shall mean and include all the real estate described in Exhibit "A" or any part or parcel thereof.

2.2 "Developer" shall mean and include the Grantees herein, namely, Perry D. Cruse and Cynthia L. Cruse, Husband and Wife; Joseph E. DeHart and Nancy K. DeHart, Husband and Wife; and Joseph S. DeHart, or their designated agent or successor in interest. Upon the sale of all the parcels, the owners association shall be deemed the Developer for the purpose of effectuating these restrictions.

2.3 "Parcel" shall mean any parcel or tract conveyed in Morningstar Lake Estates and may be referred to as "Lot," even though it is not a platted subdivision lot. Morningstar Lake Estates shall be divided into not more than thirty-six (36) parcels.

2.4 "Owner" or "Owners" shall mean the person, persons or entity holding legal and/or equitable title to any parcel and shall not include any mortgaged. For voting purposes, there shall be one (1) vote per parcel, regardless of the actual number of legal or equitable owners; however, an Owner may have an additional vote for additional parcels owned. The Owners generally are considered to be the residential dwelling owners or purchasers of parcels for residential purposes.

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2.5 "Association" shall mean the owners' association of the parcels comprising Morningstar Lake Estates parcel owners. The Association may be but is not required to be an incorporated association. The title of the Association shall be "Morningstar Lake Estates Association."

2.6 "Easements" shall mean and include all the common roadways for ingress and egress and utility service and the mutual lake easement as applicable.

2.7 "Lake" or "Lake Area" means the approximate eight (8) acre lake located upon the real estate inundated for lake purposes as a mutual easement for all parcel owners.

2.8 "Covenants" shall include all conditions, restrictions and covenants herein and, if appropriate, any easement herein.

2.9 "Board of Managers" or sometimes "Manager" or "Board" shall mean those persons elected to the Morningstar Lake Estates Association governing board.

3.0 USE.

3.1 Parcels shall be exclusively for residential purposes only with one single family dwelling per parcel. Adjoining parcels can be combined to construct one dwelling across the common line without regard to side lot lines for the common line.

3.2 No commercial activity, including "home occupations" or professional offices are permitted.

3.3 No auto mechanics, body work or welding for hire, whatsoever, shall be permitted except for personal hobby or repair on motor vehicles licensed to the lot owners (or family member) for personal use and not for resale.

3.4 No inoperable or unlicensed vehicle of any kind may be stored upon the premises not in a garage.

3.5 No manufactured housing, mobile home, recreational vehicle, garage, basement or temporary structure or out building shall be used for residential purposes, temporarily or permanently.

3.6 No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

3.7 No sign of any kind shall be displayed to the public view on any parcel, except one professional sign of not more than one square foot, or sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

3.8 No parcel shall be used or maintained as dumping ground for rubbish, trash, or garbage. Other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All parcels shall be kept in a clean and sanitary condition. All parcels shall be reasonably mowed and maintained at all times in good appearance.

3.9 No person shall do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the real estate or proper lake management.

4.0 CONSTRUCTION.

4.1 All plans for single family residential dwellings and any outbuilding, mini-barn, fence, ornamental structure, such as a gazebo, structures such as a retaining wall or swimming pool shall be submitted to the Developer for approval as to location, aesthetics and general environmental harmony and compliance with these restrictions. Failure to approve the plans in writing within thirty (30) days of submission is presumptive of approval. All dwellings and structures shall also be by the approval and permit of the appropriate agency of government.

4.2 No one may construct a garage or any accessory building until he has undertaken construction of an approved dwelling house.

4.3 All construction of a residential dwelling and garages shall be new construction.

4.4 All dwellings shall contain not less than 1,500 square feet of living area for a one-story structure and at least 1,600 square feet of living area for more than a one-story structure with no less than 900 square feet of living area on the ground floor, all exclusive of porches, garages, decks and patios. The dwellings shall have no less than two-car or greater than four-car garage.

4.5 The shoreline of the lake is expected to be protected and to remain in its original condition during any construction. Debris, dirt, brush, or trees shall not be pushed into the lake under any circumstances.

4.6 No dock or other improvement shall extend more than fifteen (15) feet into the lake area.

4.7 All dwellings shall be completed on the exterior within six (6) months from the commencement of construction and the site shall be graded, seeded or sodded or landscaped within one (1) year from the initiation of construction unless the Developer shall grant an extension of time in writing for good cause.

4.8 Trucks five (5) ton or greater shall be prohibited during periods of thaw or soft ground conditions. Owners are responsible for road damage by their contractors, builders, and suppliers in violation.

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5.0 SETBACKS.

No dwelling or accessory structure may be constructed closer than fifteen (15) feet to any parcel line or thirty-five feet (35) feet from the road frontage or thirty (30) feet from the lake line unless approved in writing by the Developer for good cause. Eves, steps, open porches, decks, patios and the like shall not be considered as a part of the structure for setback purposes.

6.0 WATER/SEWAGE SYSTEMS.

All owners shall tap on any utility and water or sewage line or system if available.

All well or water supply systems and all septic or sanitation systems shall be constructed in compliance with the Morgan County Board of Health or other appropriate agency of jurisdiction and the Developer. For water front parcels, the dwelling shall be located between the lake and the absorption field, which shall be a distance of seventy-five (75) feet from the closest point of the lake and any part of the field as measured on the horizontal projection; provided, however, the Developer may give written consent for another location in those cases where the topography is such that that is not feasible.

7.0 MORNINGSTAR LAKE ESTATES ASSOCIATION.

7.1 The Developer shall act as the Association until nineteen (19) parcels shall have been conveyed to Owners, at which time the Morningstar lake Estates Association shall be deemed formed. The Owners shall then elect a Board of Managers consisting of three (3) members. Upon the conveyance of all parcels to Owners, the Board shall succeed to all other duties of the Developer. After the initial election, successor Board members shall be elected for annual terms commencing April 1st and expiring March 31st at an annual meeting on the first Saturday in March of each calendar year. Board members shall serve, however, until a successor shall qualify and be elected. All Board members shall be Owners.

7.2 The Developer shall provide for maintenance in a good, passable, all-weather condition the common roadways and maintain the lake and appurtenances in a good condition until January 1, 1995. Thereafter, the Developer, until the Association is effectuated and then the Board, shall prepare an annual budget for such maintenance and assess each owner one thirty-sixth (1/36) of the amount so determined for each parcel owned. Notice of assessments shall be mailed to each parcel owner according to the address maintained by the Auditor of Morgan County on or before November 1 of each year and all assessments shall be due and payable January 2nd each year. All assessments shall be equal.

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7.3 All assessments not paid within thirty (30) days of due date shall be payable, together with a late charge of Two Per Cent (2%) per month, together with attorney fees and costs of collection, and subject to foreclosure and judicial sale. All assessments, late charges and costs shall be a lien upon the delinquent parcel until paid and shall be deemed Junior and inferior to any purchase money mortgage.

7.4 The Developer may proscribe reasonable rules for the enjoyment of the lake and use of the common roadways until the Association is effectuated and hereafter it shall be the responsibility of the Board to proscribe such rules.

7.5 The Developer shall also make the ordinary and necessary daily decisions until the Association is effectuated, at which time the Board or its designee shall make such decisions.

After formation of the Association, in the event of a dispute arising from the maintenance, repair and upkeep of the lake area and common roadways, any voting member, upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, a meeting of the Owners shall be held, at which meeting, by a majority vote, such dispute shall be resolved.

7.6 Neither the Developer nor the Board shall be held personally liable in the discharge of their duties except for willful and wanton misconduct. There may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Developer or Board, as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake area and common roadway usage or ownership.

8.0 GENERAL PROVISIONS.

8.1 These covenants shall be deemed perpetual.

8.2 Enforcement of these covenants and restrictions is reserved to the Developer and to the owners of real estate within Morningstar Lake Estates by injunction, together with the right to cause non-conforming or non-approved structures to be removed by process of law. Violation of any covenant or restriction shall not result in forfeiture or reversion of title. Failure to enforce a particular provision or prosecute a particular violation shall not be construed as a waiver of the right of enforcement. The invalidity of a particular covenant or restriction shall not invalidate any remaining covenant or restriction.

8.3 As to any legal or equitable proceeding for the enforcement of, or to restrain the violation of these covenants, if the party bringing such action is successful in obtaining any remedy against any defaulting or breaching owner, such defaulting or breaching owner shall pay the reasonable attorney fees of such successful party, in such amount as may be fixed by the court in such proceeding; or the parties, by agreement, may fix the payment of appropriate attorney fees should any issue be resolved without court determination.

8.4 The Developer, or the Association as their successor, does not warrant the condition of the roads or the lake.

8.5 These covenants and easements may be incorporated in subsequent conveyances by reference to the recodation hereof.

IN WITNESS WHEREOF, Grantor has executed this deed of conveyance this 7th day of July, 1994.

Sharon Bredden
SHARON BREDDEN

STATE OF INDIANA)
COUNTY OF MORGAN) SS:

Before me, a Notary Public in and for said County and State, personally appeared SHARON BREDDEN, who acknowledged execution of the foregoing deed of conveyance to be her voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 7th day of July, 1994.

(Signature) Ralph M. Foley
(Printed) Ralph M. Foley
Notary Public
Residing in Morgan County, IN

My commission expires:
April 17, 1992

Address for tax statements:
1495 Bain Road
Martinsville, IN 46151

This instrument prepared by: Ralph M. Foley
Attorney at Law
FOLEY, FOLEY & PEDEN
60 E. Morgan Street
Martinsville, IN 46151

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EXHIBIT A

Part of the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, and part of the Northwest Quarter of the Northwest Quarter and a part of the Northeast Quarter of the Northwest Quarter of Section 15, and Northwest Quarter of the Northeast Quarter and a part of the Township 11 North, Range 2 East, Morgan County, Indiana, as described as follows: Beginning at the common corner of the above captioned Section 9, Section 15 and Section 16; thence, North no degrees 03 minutes 15 seconds East (assumed bearing) with the East line of the Southeast Quarter of the Southeast Quarter of Section 9, a distance of 1344.52 (formerly 1345.5 feet) to a concrete monument which marks the Northeast corner of the quarter-quarter; thence, South 89 degrees 18 minutes 19 seconds West, with the North line of said quarter-quarter, 1330.12 feet to a brass tablet in concrete monument which marks the Northwest corner of the Southeast Quarter of the Southeast Quarter and the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 9; thence, South 89 degrees 17 minutes 35 seconds West, with the North line of said Southwest Quarter of the Southeast Quarter, 1320.00 feet to a stone which marks the Northwest corner of the quarter-quarter; thence, South no degrees 43 minutes 25 seconds West, with the West line of the quarter-quarter, 1337.55 feet (formerly 1339.0 feet) to a stone which marks the Southwest corner of the quarter-quarter; thence, North 89 degrees 27 minutes 55 seconds East, with the South line of the Southwest Quarter of the Southeast Quarter of Section 9, a distance of 809.20 feet to an iron pin; thence, South 65 degrees 33 minutes 32 seconds East, into the above captioned Northwest Quarter of the Northeast Quarter of Section 16, a distance of 575.49 feet (formerly 585 feet) to an iron pin on the East line of the Northwest Quarter of the Northeast Quarter and the West line of the Northeast Quarter of the Northeast Quarter of Section 16; thence, South no degrees 04 minutes 20 seconds East, with the West line of said Northeast Quarter of the Northeast Quarter, 1117.91 feet (formerly 1117.0 feet) to an iron pipe which marks the Southwest corner of the quarter-quarter; thence, North 89 degrees 17 minutes 38 seconds East, with the South line of the quarter-quarter, 1334.21 feet (formerly 1286.2 feet) to an iron pin which marks the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 16 and the Southwest corner of the Northwest Quarter of Section 15; thence, North 89 degrees 58 minutes 43 seconds East, with the South line of the Northwest Quarter of the Northwest Quarter of Section 15; thence, with the county road for the following seven (7) courses: 1) North 50 degrees 55 minutes 11 seconds East, 27.14 feet (formerly 26.62 feet) to a found iron pin; 2) North 17 degrees 22 minutes 12 seconds East, 42.37 feet (formerly 42.47 feet) to a found iron pin; 3) North no degrees 06 minutes 16 seconds East, 101.08 feet (formerly 100.96 feet) to a found iron pin; 4) North 13 degrees 07 minutes 05 seconds East, 62.06 feet (formerly 62.11 feet) to a found iron pin; 5) North 34 degrees 38 minutes 32 seconds East, 42.82 feet (formerly 42.75 feet) to a found iron pin; 6) North 53 degrees 12 minutes 58 seconds East, 39.19 feet (formerly 39.13 feet) to a found iron pin; 7) North 63 degrees 45 minutes 49 seconds East, 211.79 feet (formerly 212.55 feet) to a found iron pin; thence, North 73 degrees 53 minutes 30 seconds West, 687.22 feet (formerly 684.75 feet) to a found iron

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pin; thence, North 45 degrees 06 minutes 59 seconds East, 726.26 feet (formerly 726.48 feet) to a found iron pin; thence, South 99 degrees 55 minutes 11 seconds East, 399.84 feet to a point on the line between the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 15 (for reference, a stone which marks the Northeast corner of the Northwest Quarter of the Northwest Quarter is North no degrees 13 minutes 52 seconds West, 280.50 feet); thence, North 89 degrees 38 minutes 48 seconds East, 427.80 feet to a found iron pin in the county road; thence, North 11 degrees 11 minutes 09 seconds East, with the county road, 82.47 feet to a found iron pin; thence, North 14 degrees 05 minutes 52 seconds East, 205.56 feet to an iron pin on the North line of the quarter-quarter and on the East edge of the county road; thence, South 89 degrees 43 minutes 15 seconds West, with the North line of the Northeast Quarter of the Northwest Quarter, 495.00 feet to a stone which marks the Northwest corner of the Northeast Quarter of the Northwest Quarter and the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 15; thence, South 89 degrees 53 minutes 10 seconds West, with the North line of the Northwest Quarter of the Northwest Quarter, 1300.99 feet (formerly 1300.4 feet) to the Point of Beginning.

Containing in Section 9 an area of 81.822 acres, in Section 16 an area of 43.067 acres, and in Section 15 an area of 29.168 acres, for a total area of 154.057 acres, more or less, per survey dated June 30, 1994 by Ross O. Holloway, Indiana Registered Land Surveyor No. 50530, as per Survey recorded June 21, 1994 Surveyor No. 50530, as per Survey recorded 4, page 305, in the Office of the Recorder of Morgan County, Indiana.

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EXHIBIT B-1
(EASEMENT NO. 1)

TOGETHER WITH AND SUBJECT TO an access and utility easement (Easement No. 1), fifty (50) feet in width, 25.00 feet each side of centerline, lying in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 15, and in the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 16 and in the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, all in Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows: Commencing at a stone which marks the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 9; thence south 89 degrees 53 minutes 10 seconds East (assumed bearing) with the north line of the quarter-quarter, 1300.99 feet to a stone which marks the northeast corner of the Northwest Quarter of the Northwest Quarter and the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 15; thence North 89 degrees 43 minutes 15 seconds East with the north line of the Northeast Quarter of the Northwest Quarter 495.00 feet to an iron pin on the west edge of the county road; thence South 14 degrees 05 minutes 52 seconds West with the west edge of the county road, 25.81 feet to the POINT OF BEGINNING of the centerline of the access and utility easement herein described; thence, South 89 degrees 43 minutes 15 seconds West into the Northwest Quarter of the Northwest Quarter of Section 15, 488.68 feet; thence North 89 degrees 53 minutes 10 seconds West into the Northeast Quarter of the Northeast Quarter of Section 16, 1326.05 feet; thence, North no degrees 03 minutes 15 seconds East, into the Southeast Quarter of the Southeast Quarter of Section 9 and parallel with the east line thereof, 1344.52 feet; thence South 89 degrees, 18 minutes, 19 seconds West, parallel with the north line of the quarter-quarter, 314.98 feet; thence, South 49 degrees 47 minutes 08 seconds West, 546.23 feet; thence, South 68 degrees 53 minutes 54 seconds West, into the Southwest Quarter of the Southeast Quarter, 783.38 feet; thence South 28 degrees 06 minutes 11 seconds West, 797.57 feet to a point on the south line of the Southwest Quarter of the Southeast Quarter and the terminus of the easement.

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EXHIBIT B-2
(EASEMENT NO. 2)

TOGETHER WITH AND SUBJECT TO an access and utility easement (Easement No. 2), fifty (50) feet in width, 25.00 feet each side of centerline, lying in the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows: Commencing at a stone which marks the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 9; thence, South 89 degrees 53 minutes 10 seconds East (assumed bearing) with the north line of the quarter-quarter, 1300.99 feet to a stone which marks the northeast corner of the Northwest Quarter of the Northwest Quarter and the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 15; thence, North 89 degrees 43 minutes 15 seconds East, with the north line of the Northeast Quarter of the Northwest Quarter, 495.00 feet to an iron pin on the west edge of the county road; thence, South 14 degrees 05 minutes 52 seconds West, with the west edge of the county road, 25.81 feet to the point of beginning of the centerline of a fifty (50) foot wide access and utility easement (Easement No. One (1)); thence with the centerline of said easement for the following five (5) courses; 1) South 89 degrees 43 minutes 15 seconds West, into the Northwest Quarter of the Northwest Quarter of Section 15, 488.68 feet; 2) North 89 degrees 43 minutes 10 seconds West into the Northeast Quarter of the Northeast Quarter of Section 16, a distance of 1326.05 feet; 3) North no degrees 03 minutes 15 seconds East, into the Southeast Quarter the Southeast Quarter and parallel with the east line thereof, 144.52 feet; 4) South 89 degrees 18 minutes 19 seconds West, parallel with the north line of the quarter-quarter 314.98 feet; 5) South 49 degrees 47 minutes 08 seconds West, 546.23 feet to the POINT OF BEGINNING of the centerline of the easement herein described (Easement Number Two (2)); thence, South 22 degrees 43 minutes 05 seconds West, 625.93 feet; thence, South 35 degrees 51 minutes 47 seconds West, 324.58 feet; thence, North 88 degrees 06 minutes 25 seconds West, into the Southwest Quarter of the Southeast Quarter of Section 9, a distance of 200.00 feet to the terminus of the easement.

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EXHIBIT B-3
(EASEMENT NO. 3)

TOGETHER WITH AND SUBJECT TO an access and utility easement, (Easement No.3), fifty (50) feet in width, 25.00 feet each side of centerline, lying in the Northeast Quarter of the Northeast Quarter of Section 16, Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows: Commencing at a stone which marks the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 9; thence, South 89 degrees 53 minutes 10 seconds East (assumed bearing) with the north line of the quarter-quarter 1300.99 feet to a stone which marks the northeast corner of the Northwest Quarter of the Northwest Quarter and the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 15; thence, North 89 degrees 43 minutes 15 seconds East with the north line of the Northeast Quarter of the Northwest Quarter 495.00 feet to an iron pin on the west edge of the county road; thence, South 14 degrees 05 minutes 52 seconds West, with the west edge of the county road, 25.81 feet to the point of beginning of the centerline of a fifty (50) foot wide access and utility easement (Easement Number One (1)); thence, with the centerline of said easement for the following two (2) courses; 1) South 89 degrees 43 minutes 15 seconds West, into the Northwest Quarter of the Northwest Quarter of Section 15, 488.68 feet; 2) North 89 degrees 53 minutes 10 seconds West into the Northeast Quarter of the Northeast Quarter of Section 16, 1326.05 feet to the POINT OF BEGINNING of the centerline of the easement herein described (Easement Number Three (3)); thence South 89 degrees 26 minutes 45 seconds West, parallel with the north line of the Northeast Quarter of the Northeast Quarter, 513.44 feet; thence, South 36 degrees 34 minutes 14 seconds East 928.36 feet to the terminus of the easement.

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EXHIBIT B-4
(EASEMENT NO. 4)

TOGETHER WITH AND SUBJECT TO an access and utility easement, (Easement No.4) fifty (50) feet in width, 25.00 feet each side of centerline, lying in the Northeast Quarter of the Northeast Quarter of Section 16, Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows: Commencing at a stone which marks the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 9; thence South 89 degrees 53 minutes 10 seconds East (assumed bearing) with the north line of the quarter-quarter 1300.99 feet to a stone which marks the northeast corner of the Northwest Quarter of the Northwest Quarter and the northeast corner of the Northwest Quarter of the Northwest Quarter of Section 15; thence North 89 degrees 43 minutes 15 seconds East with the north line of the northeast quarter of the Northwest Quarter 495.00 feet to an iron pin on the west edge of the county road; thence, South 14 degrees 05 minutes 52 seconds West, with the west edge of the county road, 25.81 feet to the point of beginning of the centerline of a fifty (50) foot wide access and utility easement (Easement Number One (1)); thence with the centerline of said easement for the following two (2) courses; 1) South 89 degrees 43 minutes 15 seconds West into the Northwest Quarter of the Northwest Quarter of Section 15, 488.68 feet; 2) North 89 degrees 53 minutes 10 seconds West, into the Northeast Quarter of the Northeast Quarter of Section 16, 1326.05 feet to the POINT OF BEGINNING of the centerline of the easement herein described (Easement Number Four (4)); thence, South 31 degrees 09 minutes 29 seconds West 1334.20 feet to the terminus of the easement

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Bonnie Butten
Auditor, Morgan County

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1.1 The general purpose of these covenants is to preserve the value of the real estate; ensure proper use and appropriate improvement of the real estate; encourage the construction of attractive buildings and other improvements at appropriate locations; prevent haphazard development which may not be in harmony with other improvements; preserve and maintain property setbacks from the lake and adequate free space between structures; provide for adequate and proper maintenance so as to ensure a high quality appearance and condition of the real estate; ensure desired high standards; all for the purpose of preserving the values of the parcels comprising Morningstar Lake Estates for the mutual benefit of all the owners. All conditions, restrictions and covenants shall be construed to accomplish the general purpose.

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2.7 "Lake" or "Lake Area" means the approximate eight (8) acre lake located upon the real estate inundated for lake purposes as a mutual easement for all parcel owners.

2.8 "Covenants" shall include all conditions, restrictions and covenants herein and, if appropriate, any easement herein.

2.9 "Board of Managers" or sometimes "Manager" or "Board" shall mean those persons elected to the Morningstar Lake Estates Association governing board.

3.0 USE.

3.1 Parcels shall be exclusively for residential purposes only with one single family dwelling per parcel. Adjoining parcels can be combined to construct one dwelling across the common line without regard to side lot lines for the common line.

3.2 No commercial activity, including "home occupations" or professional offices are permitted.

3.3 No auto mechanics, body work or welding for hire, whatsoever, shall be permitted except for personal hobby or repair on motor vehicles licensed to the lot owners (or family member) for personal use and not for resale.

3.4 No inoperable or unlicensed vehicle of any kind may be stored upon the premises not in a garage.

3.5 No manufactured housing, mobile home, recreational vehicle, garage, basement or temporary structure or out building shall be used for residential purposes, temporarily or permanently.

3.6 No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

3.7 No sign of any kind shall be displayed to the public view on any parcel, except one professional sign of not more than one square foot, or sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

3.8 No parcel shall be used or maintained as dumping ground for rubbish, trash, or garbage. Other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All parcels shall be kept in a clean and sanitary condition. All parcels shall be seasonably mowed and maintained at all times in good appearance.

3.9 No person shall do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the real estate or proper lake management.

4.0 CONSTRUCTION.

4.1 All plans for single family residential dwellings and any outbuilding, mini-barn, fence, ornamental structure, such as a gazebo, structures such as a retaining wall or swimming pool shall be submitted to the Developer for approval as to location, aesthetics and general environmental harmony and compliance with these restrictions. Failure to approve the plans in writing within thirty (30) days of submission is presumptive of approval. All dwellings and structures shall also be by the approval and permit of the appropriate agency of government.

4.2 No one may construct a garage or any accessory building until he has undertaken construction of an approved dwelling house.

4.3 All construction of a residential dwelling and garages shall be new construction.

4.4 All dwellings shall contain not less than 1,500 square feet of living area for a one-story structure and at least 1,600 square feet of living area for more than a one-story structure with no less than 900 square feet of living area on the ground floor, all exclusive of porches, garages, decks and patios. The dwellings shall have no less than two-car or greater than four-car garage.

4.5 The shoreline of the lake is expected to be protected and to remain in its original condition during any construction. Debris, dirt, brush, or trees shall not be pushed into the lake under any circumstances.

4.6 No dock or other improvement shall extend more than fifteen (15) feet into the lake area.

4.7 All dwellings shall be completed on the exterior within six (6) months from the commencement of construction and the site shall be graded, seeded or sodded or landscaped within one (1) year from the initiation of construction unless the Developer shall grant an extension of time in writing for good cause.

4.8 Trucks five (5) ton or greater shall be prohibited during periods of thaw or soft ground conditions. Owners are responsible for road damage by their contractors, builders, and suppliers in violation.

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5.0 SETBACKS.

No dwelling or accessory structure may be constructed closer than fifteen feet (15) to any parcel line or thirty-five feet (35) feet from the road frontage or thirty (30) feet from the lake line unless approved in writing by the Developer for good cause. Eaves, steps, open porches, decks, patios and the like shall not be considered as a part of the structure for setback purposes.

6.0 WATER/SEWAGE SYSTEMS.

All owners shall tap on any utility and water or sewage line or system if available.

All well or water supply systems and all septic or sanitation systems shall be constructed in compliance with the Morgan County Board of Health or other appropriate agency of jurisdiction and the Developer. For water front parcels, the dwelling shall be located between the lake and the absorption field, which shall be a distance of seventy-five (75) feet from the closest point of the lake and any part of the field as measured on the horizontal projection; provided, however, the Developer may give written consent for another location in those cases where the topography is such that that is not feasible.

7.0 MORNINGSTAR LAKE ESTATES ASSOCIATION.

7.1 The Developer shall act as the Association until nineteen (19) parcels shall have been conveyed to Owners, at which time the Morningstar Lake Estates Association shall be deemed formed. The Owners shall then elect a Board of Managers consisting of three (3) members. Upon the conveyance of all parcels to Owners, the Board shall succeed to all other duties of the Developer. After the initial election, successor Board members shall be elected for annual terms commencing April 1st and expiring March 31st at an annual meeting on the first Saturday in March of each calendar year. Board members shall serve, however, until a successor shall qualify and be elected. All Board members shall be Owners.

7.2 The Developer shall provide for maintenance in a good, passable, all-weather condition the common roadways and maintain the lake and appurtenances in a good condition until January 1, 1995. Thereafter, the Developer, until the Association is effectuated and then the Board, shall prepare an annual budget for such maintenance and assess each owner one thirty-sixth (1/36) of the amount so determined for each parcel owned. Notice of assessments shall be mailed to each parcel owner according to the address maintained by the Auditor of Morgan County on or before November 1 of each year and all assessments shall be due and payable January 2nd each year. All assessments shall be equal.

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7.3 All assessments not paid within thirty (30) days of due date shall be payable, together with a late charge of Two Per Cent (2%) per month, together with attorney fees and costs of collection, and subject to foreclosure and judicial sale. All assessments, late charges and costs shall be a lien upon the delinquent parcel until paid and shall be deemed junior and inferior to any purchase money mortgage.

7.4 The Developer may proscribe reasonable rules for the enjoyment of the lake and use of the common roadways until the Association is effectuated and thereafter it shall be the responsibility of the Board to proscribe such rules.

7.5 The Developer shall also make the ordinary and necessary daily decisions until the Association is effectuated, at which time the Board or its designee shall make such decisions.

After formation of the Association, in the event of a dispute arising from the maintenance, repair and upkeep of the lake area and common roadways, any voting member, upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, a meeting of the Owners shall be held, at which meeting, by a majority vote, such dispute shall be resolved.

7.6 Neither the Developer nor the Board shall be held personally liable in the discharge of their duties except for willful and wanton misconduct. There may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Developer or Board, as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake area and common roadway usage or ownership.

8.0 GENERAL PROVISIONS.

8.1 These covenants shall be deemed perpetual.

8.2 Enforcement of these covenants and restrictions is reserved to the Developer and to the owners of real estate within Morningstar Lake Estates by injunction, together with the right to cause non-conforming or non-approved structures to be removed by process of law. Violation of any covenant or restriction shall not result in forfeiture or reversion of title. Failure to enforce a particular provision or prosecute a particular violation shall not be construed as a waiver of the right of enforcement. The invalidity of a particular covenant or restriction shall not invalidate any remaining covenant or restriction.

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8.3 As to any legal or equitable proceeding for the enforcement of, or to restrain the violation of these covenants, if the party bringing such action is successful in obtaining any remedy against any defaulting or breaching owner, such defaulting or breaching owner shall pay the reasonable attorney fees of such successful party, in such amount as may be fixed by the court in such proceeding; or the parties, by agreement, may fix the payment of appropriate attorney fees should any issue be resolved without court determination.

8.4 The Developer, or the Association as their successor, does not warrant the condition of the roads or the lake.

8.5 These covenants and easements may be incorporated in subsequent conveyances by reference to the recordation hereof.

IN WITNESS WHEREOF, Grantor has executed this deed of conveyance this 7th day of July, 1994.



SHARON BREEDEN

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared SHARON BREEDEN, who acknowledged execution of the foregoing deed of conveyance to be her voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 7th day of JULY, 1994.



(Signature) 
(Printed) Ralph M. Foley
Notary Public
Residing in Morgan County, IN

My Commission expires:
April 17, 1996

Address for tax statements:

1495 Bain Road
Martinsville, IN 46151

This instrument prepared by: Ralph M. Foley
Attorney at Law
FOLEY, FOLEY & PEDEN
60 E. Morgan Street
Martinsville, IN 46151

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EXHIBIT A

Part of the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, and part of the Northwest Quarter of the Northwest Quarter and a part of the Northeast Quarter of the Northwest Quarter of Section 15, and the Northeast Quarter of the Northeast Quarter and a part of the Northwest Quarter of the Northeast Quarter of Section 16, all in Township 11 North, Range 2 East, Morgan County, Indiana, described as follows: Beginning at the common corner of the above captioned Section 9, Section 15 and Section 16; thence, North no degrees 03 minutes 15 seconds East (assumed bearing) with the East line of the Southeast Quarter of the Southeast Quarter of Section 9, a distance of 1344.52 (formerly 1345.5 feet) to a concrete monument which marks the Northeast corner of the quarter-quarter; thence, South 89 degrees 18 minutes 19 seconds West, with the North line of said quarter-quarter, 1330.12 feet to a brass tablet in concrete monument which marks the Northwest corner of the Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 9; thence, South 89 degrees 17 minutes 35 seconds West, with the North line of said Southwest Quarter of the Southeast Quarter, 1320.00 feet to a stone which marks the Northwest corner of the quarter-quarter; thence, South no degrees 43 minutes 25 seconds West, with the West line of the quarter-quarter, 1337.55 feet (formerly 1339.0 feet) to a stone which marks the Southwest corner of the quarter-quarter; thence, North 89 degrees 27 minutes 55 seconds East, with the South line of the Southwest Quarter of the Southeast Quarter of Section 9, a distance of 809.20 feet to an iron pin; thence, South 65 degrees 33 minutes 32 seconds East, into the above captioned Northwest Quarter of the Northeast Quarter of Section 16, a distance of 575.49 feet (formerly 585 feet) to an iron pin on the East line of the Northwest Quarter of the Northeast Quarter and the West line of the Northeast Quarter of the Northeast Quarter of Section 16; thence, South no degrees 04 minutes 20 seconds East, with the West line of said Northeast Quarter of the Northeast Quarter, 1117.91 feet (formerly 1117.0 feet) to an iron pipe which marks the Southwest corner of the quarter-quarter; thence, North 89 degrees 17 minutes 38 seconds East, with the South line of the quarter-quarter, 1334.21 feet (formerly 1286.2 feet) to an iron pin which marks the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 16 and the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 15; thence, North 89 degrees 58 minutes 43 seconds East, with the South line of the Northwest Quarter of the Northwest Quarter of Section 15, 751.20 feet to a found iron pin in the county road; thence, with the county road for the following seven (7) courses: 1) North 50 degrees 55 minutes 11 seconds East, 27.14 feet (formerly 26.62 feet) to a found iron pin; 2) North 17 degrees 22 minutes 12 seconds East, 42.37 feet (formerly 42.47 feet) to a found iron pin; 3) North no degrees 06 minutes 16 seconds East, 101.08 feet (formerly 100.96 feet) to a found iron pin; 4) North 13 degrees 07 minutes 05 seconds East, 62.06 feet (formerly 62.11 feet) to a found iron pin; 5) North 34 degrees 38 minutes 32 seconds East, 42.82 feet (formerly 42.75 feet) to a found iron pin; 6) North 53 degrees 12 minutes 58 seconds East, 39.19 feet (formerly 39.13 feet) to a found iron pin; 7) North 63 degrees 45 minutes 49 seconds East, 211.79 feet (formerly 212.55 feet) to a found iron pin; thence, North 73 degrees 53 minutes 30 seconds West, 687.22 feet (formerly 684.75 feet) to a found iron

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pin; thence, North 45 degrees 06 minutes 59 seconds East, 726.26 feet (formerly 726.48 feet) to a found iron pin; thence, South 89 degrees 55 minutes 11 seconds East, 399.84 feet to a point on the line between the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 15 (for reference, a stone which marks the Northeast corner of the Northwest Quarter of the Northwest Quarter is North no degrees 13 minutes 52 seconds West, 280.50 feet); thence, North 89 degrees 38 minutes 48 seconds East, 427.80 feet to a found iron pin in the county road; thence, North 11 degrees 11 minutes 09 seconds East, with the county road, 82.47 feet to a found iron pin; thence, North 14 degrees 05 minutes 52 seconds East, 205.56 feet to an iron pin on the North line of the quarter-quarter and on the East edge of the county road; thence, South 89 degrees 43 minutes 15 seconds West, with the North line of the Northeast marks the Northwest corner of the Northeast Quarter of the Northwest Quarter and the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 15; thence, South 89 degrees 53 minutes 10 seconds West, with the North line of the Northwest Quarter of the Northwest Quarter, 1300.99 feet (formerly 1300.4 feet) to the Point of Beginning.

Containing in Section 9 an area of 81.822 acres, in Section 16 an area of 43.067 acres, and in Section 15 an area of 29.168 acres, for a total area of 154.057 acres, more or less, per survey dated June 30, 1994 by Ross O. Holloway, Indiana Registered Land Surveyor No. S0530, as per Survey recorded Nov. 21, 1994 Survey No. 4, page 305, in the Office of the Recorder of Morgan County, Indiana.

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EXHIBIT B-1
(EASEMENT NO. 1)

TOGETHER WITH AND SUBJECT TO an access and utility easement (Easement No. 1), fifty (50) feet in width, 25.00 feet each side of centerline, lying in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 15, and in the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 16 and in the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, all in Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows: Commencing at a stone which marks the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 9; thence South 89 degrees 53 minutes 10 seconds East (assumed bearing) with the north line of the quarter-quarter, 1300.99 feet to a stone which marks the northeast corner of the Northwest Quarter of the Northwest Quarter and the northeast corner of the Northeast Quarter of the Northeast Quarter of Section 15; thence North 89 degrees 43 minutes 15 seconds East with the north line of the Northeast Quarter of the Northwest Quarter 495.00 feet to an iron pin on the west edge of the county road; thence South 14 degrees 05 minutes 52 seconds West with the west edge of the county road, 25.81 feet to the POINT OF BEGINNING of the centerline of the access and utility easement herein described; thence, South 89 degrees 43 minutes 15 seconds West into the Northwest Quarter of the Northwest Quarter of Section 15, 488.68 feet; thence North 89 degrees 53 minutes 10 seconds West into the Northeast Quarter of the Northeast Quarter of Section 16, 1326.05 feet; thence, North 03 degrees 03 minutes 15 seconds East, into the Southeast Quarter of the Southeast Quarter of Section 9 and parallel with the east line thereof, 1344.52 feet; thence South 89 degrees 18 minutes 19 seconds West, parallel with the north line of the quarter-quarter, 314.98 feet; thence, South 49 degrees 47 minutes 08 seconds West, 546.23 feet; thence, South 68 degrees 53 minutes 54 seconds West, into the Southwest Quarter of the Southeast Quarter, 783.38 feet; thence South 28 degrees 06 minutes 11 seconds West, 797.57 feet to a point on the south line of the Southwest Quarter of the Southeast Quarter and the terminus of the easement.

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EXHIBIT B-2
(EASEMENT NO. 2)

TOGETHER WITH AND SUBJECT TO an access and utility easement (Basement No. 2), fifty (50) feet in width, 25.00 feet each side of centerline, lying in the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows: Commencing at a stone which marks the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 9; thence, South 89 degrees 53 minutes 10 seconds East (assumed bearing) with the north line of the quarter-quarter, 1300.99 feet to a stone which marks the northeast corner of the Northwest Quarter of the Northwest Quarter and the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 15; thence, North 89 degrees 43 minutes 15 seconds East, with the north line of the Northeast Quarter of the Northwest Quarter, 495.00 feet to an iron pin on the west edge of the county road; thence, South 14 degrees 05 minutes 52 seconds West, with the west edge of the county road, 25.81 feet to the point of beginning of the centerline of a fifty (50) foot wide access and utility easement (Basement No. One (1)); thence with the centerline of said easement for the following five (5) courses; 1) South 89 degrees 43 minutes 15 seconds West, into the Northwest Quarter of the Northwest Quarter of Section 15, 488.68 feet; 2) North 89 degrees 43 minutes 10 seconds West into the Northeast Quarter of the Northeast Quarter of Section 16, a distance of 1326.05 feet; 3) North no degrees 03 minutes 15 seconds East, into the Southeast Quarter of the Southeast Quarter and parallel with the east line thereof, 1344.52 feet; 4) South 89 degrees 18 minutes 19 seconds West, parallel with the north line of the quarter-quarter 314.98 feet; 5) South 49 degrees 47 minutes 08 seconds West, 546.23 feet to the POINT OF BEGINNING of the centerline of the easement herein described (Easement Number Two (2)); thence, South 22 degrees 43 minutes 05 seconds West, 625.93 feet; thence, South 35 degrees 51 minutes 47 seconds West, 324.58 feet; thence, North 88 degrees 06 minutes 25 seconds West, into the Southwest Quarter of the Southeast Quarter of Section 9, a distance of 200.00 feet to the terminus of the easement.

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EXHIBIT B-3
(EASEMENT NO. 3)

TOGETHER WITH AND SUBJECT TO an access and utility easement, (Basement No.3), fifty (50) feet in width, 25.00 feet each side of centerline, lying in the Northeast Quarter of the Northeast Quarter of Section 16, Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows: Commencing at a stone which marks the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 9; thence, South 89 degrees 53 minutes 10 seconds East (assumed bearing) with the north line of the quarter-quarter 1300.99 feet to a stone which marks the northeast corner of the Northwest Quarter of the Northwest Quarter and the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 15; thence, North 89 degrees 43 minutes 15 seconds East with the north line of the Northeast Quarter of the Northwest Quarter 495.00 feet to an iron pin on the west edge of the county road; thence, South 14 degrees 05 minutes 52 seconds West, with the west edge of the county road, 25.81 feet to the point of beginning of the centerline of a fifty (50) foot wide access and utility easement (Easement Number One (1)); thence, with the centerline of said easement for the following two (2) courses; 1) South 89 degrees 43 minutes 15 seconds West, into the Northwest Quarter of the Northwest Quarter of Section 15, 488.68 feet; 2) North 89 degrees 53 minutes 10 seconds West into the Northeast Quarter of the Northeast Quarter of Section 16, 1326.05 feet to the POINT OF BEGINNING of the centerline of the easement herein described (Easement Number Three (3)); thence South 89 degrees 26 minutes 45 seconds West, parallel with the north line of the Northeast Quarter of the Northeast Quarter, 513.44 feet; thence, South 36 degrees 34 minutes 14 seconds East 928.36 feet to the terminus of the easement.

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EXHIBIT B-4
(EASEMENT NO. 4)

TOGETHER WITH AND SUBJECT TO an access and utility easement, (Easement No.4) fifty (50) feet in width, 25.00 feet each side of centerline, lying in the Northeast Quarter of the Northeast Quarter of Section 16, Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows: Commencing at a stone which marks the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 9; thence South 89 degrees 53 minutes 10 seconds East (assumed bearing) with the north line of the quarter-quarter 1300.99 feet to a stone which marks the northeast corner of the Northwest Quarter of the Northwest Quarter and the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 15; thence North 89 degrees 43 minutes 15 seconds East with the north line of the northeast quarter of the Northwest Quarter 495.00 feet to an iron pin on the west edge of the county road; thence, South 14 degrees 05 minutes 52 seconds West, with the west edge of the county road, 25.81 feet to the point of beginning of the centerline of a fifty (50) foot wide access and utility easement (Easement Number One (1)); thence with the centerline of said easement for the following two (2) courses; 1) South 89 degrees 43 minutes 15 seconds West into the Northwest Quarter of the Northwest Quarter of Section 15, 488.68 feet; 2) North 89 degrees 53 minutes 10 seconds West, into the Northeast Quarter of the Northeast Quarter of Section 16, 1326.05 feet to the POINT OF BEGINNING of the centerline of the easement herein described (Easement Number Four (4)); thence, South 31 degrees 09 minutes 29 seconds West 1334.20 feet to the terminus of the easement

This document is re-recorded for the purpose of correcting the Commission expiration date erroneously entered at the time of execution of this document.

RECEIVED
FOR RECORD

94, JUL -7 PM 12: 01

Thelma Hyatt
MORGAN CO. RECORDER

RECEIVED FOR RECORD
APR 30 1997

at 11:04 A.M.
Thelma Hyatt
MORGAN COUNTY RECORDER

DULY ENTERED FOR TAXATION

JUL 07 1994

Bruce Sutton
Auditor, Morgan County

HEREFORE ENTERED FOR TAXATION
Paula Adams DATE *4-30-97*
MORGAN COUNTY AUDITOR

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20005917

STATE OF INDIANA)

COUNTY OF MORGAN)

) SS:

BOOK 191 PAGE 0592

4/12/99
*6/99

VACATION OF ACCESS AND UTILITY EASEMENT

AND

DEDICATION OF NEW ACCESS AND UTILITY EASEMENT

✓
MORNINGSTAR LAKE ESTATES

The undersigned, being all the owners of real estate tracts in Morningstar Lake Estates, a common plan of real estate development, being a part of the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, and a part of the Northwest Quarter of the Northwest Quarter and a part of the Northeast Quarter of the Northwest Quarter of Section 15, and the Northeast Quarter of the Northeast Quarter, and a part of the Northwest Quarter of the Northeast Quarter of Section 16, all in Township 11 North, Range 2 East, Morgan County, Indiana, containing 154.057 acres, divided into tracts by survey certified May 26, 1994, and revised March 10, 1995, and recorded June 29, 1995 in Survey Record 5, page 170, and revised survey recorded April 21, 1999, in Survey Record 6, page 570, and last revised March 24, 2000, and recorded 4-26 2000, in Survey Record 8, page 899, and Vacation and Dedication of Easement recorded November 14, 1997, in Miscellaneous Record 150, page 103, and revised Vacation and Dedication recorded April 16, 1999, in Miscellaneous Record 158, page 454, in consideration of the benefits of the common plan of development, do hereby vacate and dedicate easements as follows:

RECORDR'S NOTE: 11-01-01 correct Misc. Book 18
158 page 64 1

00000592

VACATION OF EASEMENT

The undersigned parties do hereby RELEASE, QUITCLAIM, and VACATE any interest, right or title each may have as owners of tracts in Morningstar Lake Estates to the easement noted and described on the documents above referenced as "50 foot wide Access and Utility Easement Number Four (4)".

DEDICATION AND GRANT OF
ACCESS AND UTILITY EASEMENT

The undersigned parties do further GRANT, CONVEY and DEDICATE to the various owners of tracts in Morningstar Lake Estates an easement for ingress, egress, and installation of utilities for the various tracts as a covenant to run with their Lands, such easement being more particularly described as follows:

Revised Access & Utility Easement Number 4

An access and utility easement fifty (50) feet in width, twenty-five (25) feet each side of centerline, lying in the Northeast Quarter of the Northeast Quarter of Section 16, Township 11 North, Range 2 East, Morgan County, Indiana, centerline described as follows: Commencing at a stone which marks the northeast corner of the above captioned Northeast Quarter of the Northeast Quarter of Section 16; thence South 89 degrees 26 minutes 45 seconds West (assumed bearing) with the north line of the Northeast Quarter of the Northeast Quarter of Section 16 a distance of 84.77 feet to an iron pin and the Point of Beginning of the easement herein described; thence South 33 degrees 40 minutes 48 seconds West, 517.85 feet to an iron pin; thence South 16 degrees 01 minutes 12 seconds West, 330.82 feet to an iron pin; thence South 35 degrees 12 minutes 05 seconds West, 169.81 feet to an iron pin; thence

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South 39 degrees 17 minutes 28 seconds West, 202.85 feet to an iron pin; thence South 34 degrees 06 minutes 01 second West, 390.23 feet to the terminus of the easement.

PARTIES

1. JOSEPH S. DE HART is the owner of Tracts 1, 13, and 13A, having acquired title by a deed recorded in Deed Record 392, page 581, and Lots 14 and 14A, having acquired title by a deed recorded in Deed Record 374, page 444. *Also Deed Betwee B/c 374, p. 417*
2. REX WILLIAM BOURQUEIN is the contract purchaser of Tract 13A, as evidenced by Land Contract recorded in Miscellaneous Record 160, page 352.
3. JOSEPH E. DE HART and NANCY K. DE HART, Husband and Wife, are the owners of Tracts 1A, having acquired title by a deed recorded in Deed Record 408, page 590; Tract 2, having acquired title by a deed recorded in Deed Record 392, page 577; Tract 7, having acquired title by a deed recorded in Deed Record 374, page 450.
** Tract 7 S De Hart Ownership on Tract 1A-Only*
4. JOSEPH E. DE HART and NANCY K. DE HART, Husband and Wife, and JOSEPH S. DE HART are the owners of Tracts 6, 8, 10, 10A, 11A, 12A, 18, 19, and 20, having acquired title by a deed recorded in Deed Record 408, page 590, and Tracts 15A, 16, 16A, 17, and 17A, having acquired title by a deed recorded in Deed Record 422, page 101.
5. STEVEN A. BREHOB and TINA M. BREHOB, Husband and Wife, are the owners of Tract 3, having acquired title by a deed recorded in Deed Record 384, page 481.
6. LINDA J. ~~HUBBARD~~^{TAYLOR} and DONNIE TAYLOR are the owners of Tract 4, having acquired title by a deed recorded in Deed Record 403, page 530. *AKA LINDA S HUBBARD*
7. ROBERT L. CLIFTON and REBECCA L. CLIFTON, Husband and Wife, are the owners of Tract 5, having acquired title by a deed recorded in Deed Record 422, page 559.
8. NANCY S. MITCHELL is the owner of Tract 7A, having acquired title by a deed recorded in Deed Record 424, page 842.

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9. CURTIS E. SANDEFUR and LINDA SANDEFUR, Husband and Wife, are the owners of Tracts 8A and 9, having acquired title by a deed recorded in Deed Record 422, page 554. ^{*}~~OWN~~ *Linda C. Sandefur*
10. ^{CT}~~GOREY JOE INNIS~~ *CORY JOE INNIS* and MICHELLE L. INNIS, are the owners of Tract 9A, having acquired title by a deed recorded in Deed Record 425, page 530.
11. JOSEPH C. SPEARS and DELOIS K. SPEARS, Husband and Wife, are the owners of Tract 11, having acquired title by a deed recorded in Deed Record 400, page 232.
12. KIMBALL J. WOLF and CHERYL J. WOLF, Husband and Wife, are the owners of Tract 12, having acquired title by a deed recorded in Deed Record 422, page 550.
13. ANDRE L. MACKEY is the owner of Tract 15, having acquired title by a deed recorded in Deed Record 424, page 701.
14. DOUGLAS A. ROEPKE and ANGELA P. ROEPKE, Husband and Wife, are the owners of Tracts 21, 22, 23, and 24, having acquired title by a deed recorded in Deed Record 425, page 458.

IN WITNESS WHEREOF, the parties have executed this instrument this 17th day of April, 2000.

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Joseph S. DeHart
JOSEPH S. DE HART

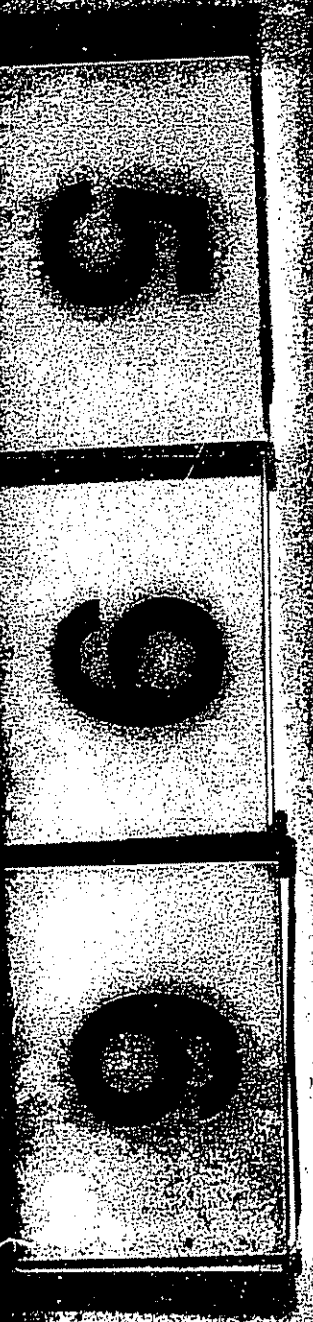
STATE OF INDIANA)
JOHNSON)
COUNTY OF MORGAN))SS:

Before me, a Notary Public in and for said County and State, personally appeared, Joseph S. DeHart, Grantor, who acknowledged the execution of the foregoing Warranty Deed, and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of APRIL, 2000.

(Signature) Donna K. Walker
(Printed) DONNA K. WALKER
County of Residence: JOHNSON

My commission expires:
DONNA K. WALKER
Notary Public State of Indiana
Johnson County, IN
My Commission Expires Nov. 5, 2001



Joseph E. DeHart
JOSEPH E. DEHART

Nancy K. DeHart
NANCY K. DEHART

STATE OF INDIANA)
JOHNSON) SS:
COUNTY OF MORGAN.)

Before me, a Notary Public in and for said County and State, personally appeared Joseph E. DeHart and Nancy K. DeHart, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 17th day of April, 2000.

(Signature) Donna K. Walker
(Printed) DONNA K. WALKER
Notary Public
County of Residence: JOHNSON

My commission expires: 03/01/2001
Donna K. Walker
Notary Public, State of Indiana
Address: _____
County, IN
~~My Commission Expires Nov. 5, 2001~~



Steven A. Brehob
STEVEN A. BREHOB

Tina M. Brehob
TINA M. BREHOB

STATE OF INDIANA)
) SS:
) JOHNSON
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Steven A. Brehob and Tina M. Brehob, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 17th day of APRIL, 2000.

(Signature) Donna K. Walker

(Printed) DONNA K. WALKER

Notary Public
County of Residence: JOHNSON

My commission expires:
DONNA K. WALKER
Notary Public, State of Indiana
Johnson County, IN
My Commission Expires Nov. 6, 2001



Linda J. Hubbard
LINDA J. HUBBARD
Donnie Taylor
DONNIE TAYLOR

STATE OF INDIANA)
) SS: JOHNSON
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Linda J. Hubbard and Donnie Taylor, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true. * *AKA Linda J. Hubbard*

WITNESS my hand and Notarial Seal this 17th day of APRIL 2000.

(Signature) *Donna K Walker*
(Printed) DONNA K. WALKER
Notary Public
County of Residence: JOHNSON



My commission expires:

7 ~~Notary Public State of Indiana~~
Johnson County, IN
My Commission Expires Nov. 5, 2001

Robert L. Clifton
ROBERT L. CLIFTON

Rebecca L. Clifton
REBECCA L. CLIFTON

STATE OF INDIANA)
 JOHNSON) SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Robert L. Clifton and Rebecca L. Clifton, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 17th day of April, 2000.

(Signature) Danna K. Walker

(Printed) DANNA K. WALKER

Notary Public
County of Residence: JOHNSON



My commission expires:
DANNA K. WALKER
Notary Public State of Indiana
Address: County:
My Commission Expires Nov. 9, 2001

Nancy S. Mitchell
NANCY S. MITCHELL

STATE OF INDIANA)
 JOHNSON) SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Nancy S. Mitchell, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 17th day of APRIL, 2000.

(Signature) *Danna K. Walker*
(Printed) Danna K. WALKER
 Notary Public
County of Residence: JOHNSON

My commission expires:

Danna K. Walker
Notary Public, State of Indiana
Johnson County, IN
My Commission Expires Nov. 2, 2000



Rex William Bourquein
REX WILLIAM BOURQUEIN

STATE OF INDIANA)
Johnson) SS:
COUNTY OF MORGAN,)

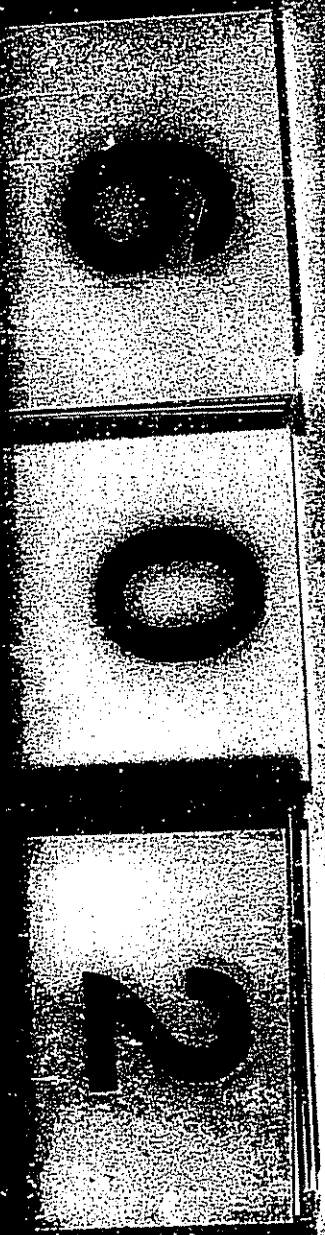
Before me, a Notary Public in and for said County and State, personally appeared Rex William Bourquein, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 17th day of APRIL, 2000.

(Signature) *Donna K. Walker*
(Printed) DONNA K. WALKER
Notary Public
County of Residence: JOHNSON

My commission expires:

Donna K. Walker
Notary Public State of Indiana
Johnson County, IN
My Commission Expires Nov. 5, 2001



[Signature]
CURTIS E. SANDEFUR

[Signature]
LINDA SANDEFUR
AKA LINDA C SANDEFUR

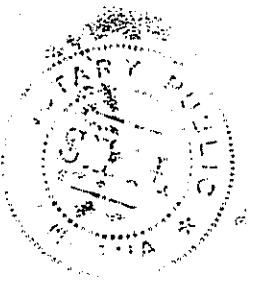
STATE OF INDIANA)
 JOHNSON) SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Curtis E. Sandefur and Linda Sandefur, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true. *AKA Linda C Sandefur

WITNESS my hand and Notarial Seal this 17th day of APRIL, 2000.

(Signature) Donna K. Walker
(Printed) DONNA K. WALKER
Notary Public
County of Residence: JOHNSON

My commission expires: NOVEMBER 1, 2001
DONNA K. WALKER
Notary Public State of Indiana
JOHNSON County, IN
My Commission Expires Nov. 1, 2001



Michelle L. Innis
~~COREY INNIS~~
~~CORRY JOE INNIS~~
AKA COREY JOE INNIS

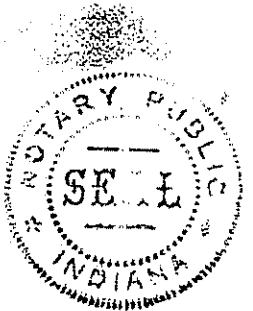
~~JOE INNIS~~
Michelle L. Innis
MICHELLE L. INNIS

STATE OF INDIANA)
) SS: JOHNSON
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared ~~Corey Innis~~, Joe Innis, and Michelle L. Innis, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true. *AKA Corey Joe Innis

WITNESS my hand and Notarial Seal this 17th day of APRIL 2000.

(Signature) Donna K. Walker
(Printed) DONNA K. WALKER
Notary Public
County of Residence: JOHNSON



My commission expires: NOVEMBER 2, 2001
Notary Public, State of Indiana
Johnson County, IN
My Commission Expires Nov. 2, 2001

BOOK

491

PAGE

0605

Kimball J. Wolf
KIMBALL J. WOLF

Cheryl J. Wolf
CHERYL J. WOLF

STATE OF INDIANA)
 Towson) SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Kimball J. Wolf and Cheryl J. Wolf, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 17th day of APRIL, 2000.

(Signature) *Donna K. Walker*

(Printed) DONNA K WALKER

Notary Public

County of Residence: TOWSON

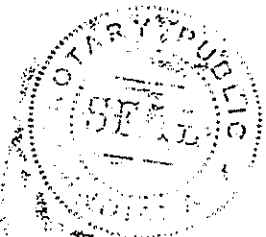
My commission expires:

DONNA K. WALKER

Notary Public State of Indiana

Adrian County, IN

My Commission Expires Nov. 5, 2001



Joseph C. Spears
JOSEPH C. SPEARS

Delois K. Spears
DELOIS K. SPEARS

STATE OF INDIANA)
) SS:
) JOHNSON
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Joseph C. Spears and Delois K. Spears, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 17th day of APRIL, 1997.

(Signature) Donna K. Walker

(Printed) DONNA K. WALKER

Notary Public
County of Residence: JOHNSON

My commission expires:

DONNA K. WALKER
Notary Public State of Indiana
Address: Johnson County, IN
My Commission Expires Nov. 4, 2001



André L Mackey PSA Ernest E Mackey Jr
ANDRÉ L. MACKÉY MISC BK 161 PG 713
By Ernest E. Mackey, Jr POA

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN,)

Belgje, me, a Notary Public in and for said County and State, personally appeared André L. Mackey, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true. ***** By Ernest E. Mackey, Jr. POA BK _____ PG _____

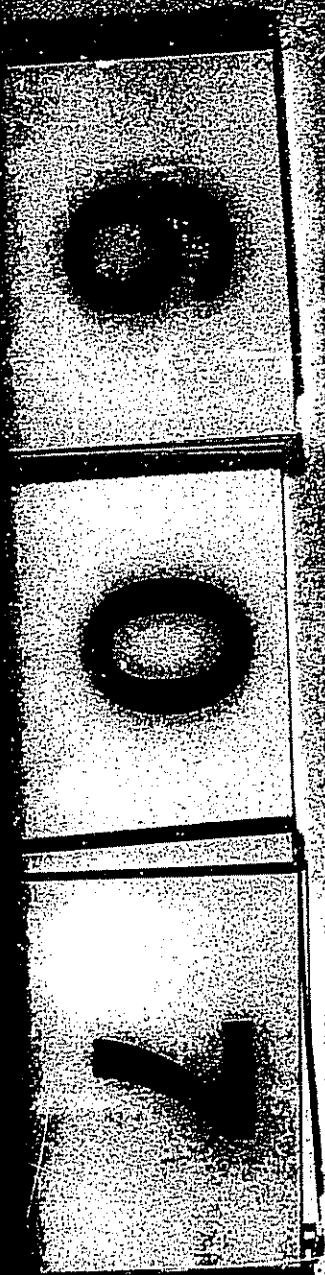
WITNESS my hand and Notarial Seal this 17th day of April, 2000.

(Signature) *André L. Mackey* POA Ernest E. Mackey, Jr.
ERNEST E. MACKÉY JR.
(Printed) *André L. Mackey*
Notary Public
County of Residence: Johnson

DONNA K. WALKER
Notary Public State of Indiana
Johnson County, IN
My Commission Expires Nov. 5, 2001



My commission expires: _____



BOOK 191 PAGE 608

[Signature]
DOUGLAS A. ROEPKE

[Signature]
ANGELA P. ROEPKE

STATE OF INDIANA)
 To HANSOY) SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Douglas A. Roepke and Angela P. Roepke, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 17th day of APRIL, 2000.

(Signature) *Donna K. Walker*
(Printed) DONNA K. WALKER
Notary Public
County of Residence: JOHNSON

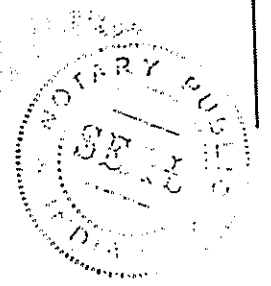
My commission expires:

DONNA K. WALKER
Notary Public State of Indiana
Johnson County, IN
My Commission Expires Nov. 6, 2001

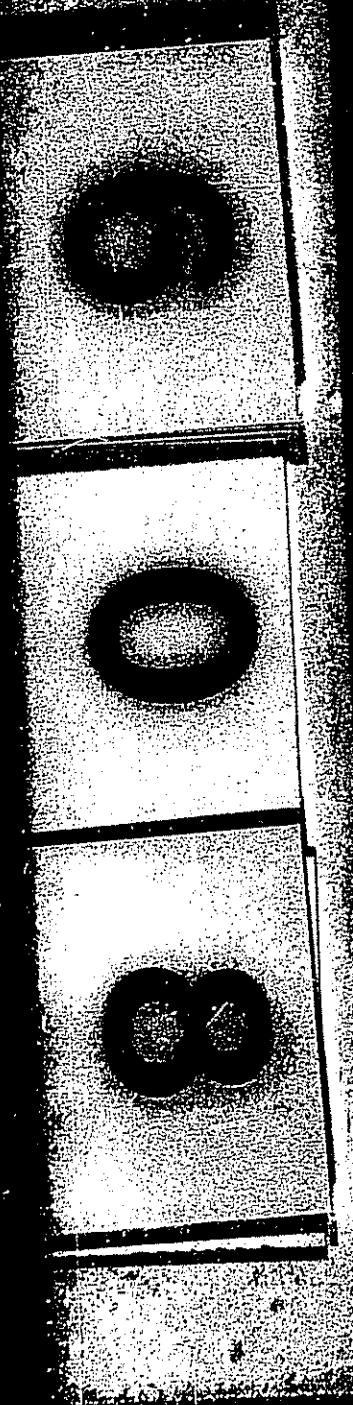
RECEIVED
FOR RECORD
00 MAY -9 AM 9:57

Karen Bluminger
MORGAN CO. RECORDER

This instrument prepared by Ralph M. Foley, Attorney at Law.



11000000



9715041

Book 150 Page 103

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

VACATION OF LAKE ACCESS EASEMENT
AND
DEDICATION OF NEW (LAKE) ACCESS AND UTILITY EASEMENT
MORNINGSTAR LAKE ESTATES

The undersigned, being all the owners of real estate tracts in Morningstar Lake Estates, a common plan of real estate development, being a part of the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, and a part of the Northwest Quarter of the Northwest Quarter and a part of the Northeast Quarter of the Northwest Quarter of Section 15, and the Northeast Quarter of the Northeast Quarter, and a part of the Northwest Quarter of the Northeast Quarter of Section 16, all in Township 11 North, Range 2 East, Morgan County, Indiana, containing 154.057 acres, divided into tracts by survey certified May 26, 1994, and revised March 10, 1995, and recorded June 29, 1995 in Survey Record 5, page 170, in consideration of the benefits of the common plan of development, do hereby vacate and dedicate easements as follows:

VACATION OF EASEMENT

The undersigned parties do hereby **RELEASE, QUITCLAIM, and VACATE** any interest, right or title each may have as owners of tracts in Morningstar Lake Estates to the easement noted and described on the recorded

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3

survey above referenced as a "30 foot wide Lake Access Easement upon and across Tracts 4, 5 and 6" to and from Conservation Club Road and Easement No. 4.

**DEDICATION AND GRANT OF
ACCESS AND UTILITY EASEMENT**

The undersigned parties do further GRANT, CONVEY and DEDICATE to the various owners of tracts in Morningstar Lake Estates an easement for ingress, egress, lake access, and installation of utilities for the various tracts as a covenant to run with their Lands, such easement being more particularly described as follows:

**Access and utility Easement Across
Tracts 5 and 6 in Morningstar Lake Estates**

An access and utility easement lying in the Northeast Quarter of the Northeast Quarter of Section 16, Township 11 North, Range 2 East, Morgan County, Indiana, described as follows: Commencing at an iron pin found at the Southeast corner of the Northeast Quarter of the Northeast Quarter (this corner also being the southeast corner of Lot Number 5 of Morningstar Lake Estates); thence North no degrees 07 minutes 43 seconds West (assumed bearing) with the east line of the Northeast Quarter and east line of Lot 5, 134.64 feet to the Point of Beginning of the easement herein described; thence South 86 degrees 55 minutes 27 seconds West 180.43 feet; thence North 39 degrees 24 minutes 37 seconds West, 212.42 feet; thence North 48 degrees 12 minutes 36 seconds West, 299.14 feet to the West line of Lot 6; thence with said west line for the following two (2) courses: 1) North 31 degrees 09 minutes 25 seconds East, 139.33 feet; 2) North 16 degrees 01 minute 13 seconds East, 44.63 feet; thence South 51 degrees 59 minutes 43 seconds East, 138.89 feet; thence South 17 degrees 13 minutes 19 seconds West, 126.00 feet; thence South 89 degrees 15 minutes 22 seconds East, 58.38 feet; thence South 70 degrees 39 minutes 01 second East, 69.32 feet; thence South 39 degrees 40 minutes 22 seconds West, 53.78 feet; thence

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South 25 degrees 46 minutes 05 seconds East, 64.32 feet; thence South 39 degrees 24 minutes 37 seconds East, 174.89 feet; thence North 86 degrees 55 minutes 27 seconds East, 153.17 feet to the east line of the quarter section and east line of Lot 5; thence South no degrees 07 minutes 43 seconds East with the said east line, 60.08 feet to the point of beginning.

PARTIES

1. JOSEPH S. DE HART is the owner of Tracts 1, 13, 14, and 14A, having acquired title by a deed recorded in Deed Record 392, page 581.
2. PERRY D. CRUSE and CYNTHIA L. CRUSE, Husband and Wife, JOSEPH E. DE HART and NANCY K. DE HART, Husband and Wife, and JOSEPH S. DE HART are the owners of Tracts 1A, 5, 6, 7, 8, 8A, 10, 10A, 11A, 12, 12A, 17, 17A, 18, 19, 20, 21, 22, 23, and 24, having acquired title by a deed recorded in Deed Record 371, page 434.
3. JOSEPH E. DE HART and NANCY K. DE HART, Husband and Wife, are the owners of Tracts 2, 7A, 9, and 9A, having acquired title by a deed recorded in Deed Record 392, page 577.
4. PERRY D. CRUSE and CYNTHIA L. CRUSE, Husband and Wife, are the owners of Tracts 4, 15, 15A, 16, and 16A, having acquired title by a deed recorded in Deed Record 374, page 441.
5. STEVEN A. BREHOB and TINA M. BREHOB, Husband and Wife, are the owners of Tract 3, having acquired title by a deed recorded in Deed Record 380, page 147.
6. JOSEPH C. SPEARS and DELOIS K. SPEARS, Husband and Wife, are the owners of Tract 11, having acquired title by a deed recorded in Deed Record 400, page 232.

IN WITNESS WHEREOF, the parties have executed this instrument this

_____ 13th day of _____, November _____, 1997.

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Grantor Cynthia L. Cruse executes this conveyance by her attorney-in-fact, Perry D. Cruse, as authorized by Limited Power of Attorney recorded in Miscellaneous Record 137, page 181, in the Office of the Recorder of Morgan County, Indiana.

Perry D. Cruse
PERRY D. CRUSE

Cynthia L. Cruse
CYNTHIA L. CRUSE
By Perry D. Cruse
Attorney-in-Fact

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared, Perry D. Cruse, individually and as attorney-in-fact for Cynthia L. Cruse, and Grantor, who acknowledged the execution of the foregoing Warranty Deed, and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 13th day of November, 1997.



(Signature) *Opal S. Chambers*
(Printed) Opal S. Chambers
County of Residence: Morgan

My commission expires:
3-7-98

106

Grantors Nancy K. DeHart and Joseph S. DeHart execute this conveyance by their attorney-in-fact, Joseph E. DeHart, as authorized by Limited Power of Attorney recorded in Miscellaneous Record 137, page 178, in the Office of the Recorder of Morgan County, Indiana.

Joseph E. DeHart
JOSEPH E. DEHART

Nancy K. DeHart
NANCY K. DEHART
By Joseph E. DeHart
Attorney-in-Fact

Joseph S. DeHart
JOSEPH S. DEHART
By Joseph E. DeHart
Attorney-in-Fact

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Joseph E. DeHart, individually, and as attorney-in-fact for Nancy K. DeHart and Joseph S. DeHart, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 12 day of December, 1997.



(Signature) *Hilma R. Johnson*
(Printed) Hilma R. Johnson
Notary Public
County of Residence: Johnson

My commission expires:

April 7, 2001

107

St. A. Brehob
STEVEN A. BREHOB

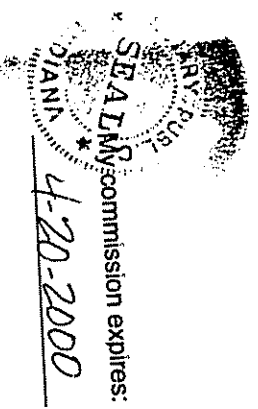
Quinn M. Brehob
TINA M. BREHOB

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Steven A. Brehob and Tina M. Brehob, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 10th day of November, 1997.

(Signature) *John Arnold*
(Printed) John Arnold
Notary Public
County of Residence: Darke, OH



1 0 8

Joseph C. Spears
JOSEPH C. SPEARS

Delois K. Spears
DELOIS K. SPEARS

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Joseph C. Spears and Delois K. Spears, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 11 day of Jan, 1997.

(Signature) *[Signature]*

(Printed) GRACE ANN BOYD DIX

Notary Public

County of Residence: _____



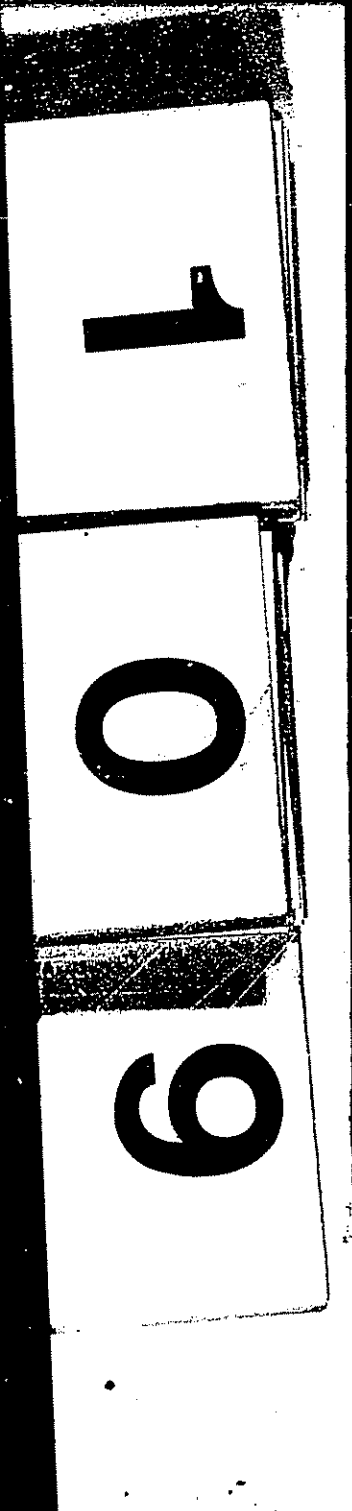
My commission expires:

4-8-2001

This instrument prepared by Ralph M. Foley, Attorney at Law.

RECEIVED FOR RECORD
November 14 1997
1:22 P.M.
Yvonne Kinnett
MORGAN COUNTY RECORDER

REVERSE



1300

9906280

Book 158 Page 064

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

VACATION OF LAKE ACCESS EASEMENT
AND
DEDICATION OF NEW (LAKE) ACCESS AND UTILITY EASEMENT
MORNINGSTAR LAKE ESTATES

The undersigned, being all the owners of real estate tracts in Morningstar Lake Estates, a common plan of real estate development, being a part of the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, and a part of the Northwest Quarter of the Northwest Quarter and a part of the Northeast Quarter of the Northwest Quarter of Section 15, and the Northeast Quarter of the Northeast Quarter, and a part of the Northwest Quarter of the Northeast Quarter of Section 16, all in Township 11 North, Range 2 East, Morgan County, Indiana, containing 154.057 acres, divided into tracts by survey certified May 26, 1994, and revised March 10, 1995, and recorded June 29, 1995 in Survey Record 5, page 170, in consideration of the benefits of the common plan of development, do hereby vacate and dedicate easements as follows:

VACATION OF EASEMENT

The undersigned parties do hereby **RELEASE, QUITCLAIM, and VACATE** any interest, right or title each may have as owners of tracts in Morningstar Lake Estates to a certain Access and Utility Easement Across

Tracts 5 and 6 in Morningstar Lakes as set out and described in Vacation of Lake Access Easement and Dedication of New (Lake) Access and Utility Easement dated November 11, 1997, and recorded November 14, 1997, in Miscellaneous Record 150, page 103, in the Office of the Recorder of Morgan County, Indiana.

**DEDICATION AND GRANT OF
ACCESS AND UTILITY EASEMENT**

The undersigned parties do further GRANT, CONVEY and DEDICATE to the various owners of tracts in Morningstar Lake Estates an easement for ingress, egress, lake access, and installation of utilities for the various tracts as a covenant to run with their Lands, such easement being more particularly described as follows:

**Revised Lake Access, Utility and Parking Easement Across
Tracts 5 and 6 in Morningstar Lake Estates**

An easement lying in the Northeast Quarter of the Northeast Quarter of Section 16, Township 11 North, Range 2 East, Morgan County, Indiana, said easement being described as follows: Commencing at a stone which marks the northeast corner of the Northeast Quarter of the Northeast Quarter of Section 16; thence South 89 degrees 26 minutes 45 seconds West (assumed bearing) with the north line of the quarter-quarter, a distance of 84.77 feet to an iron pin on the centerline of a fifty (50) foot wide access and utility easement; thence with the centerline of said access and utility easement for the following four (4) courses: 1) South 33 degrees 40 minutes 48 seconds West 517.85 feet to an iron pin; 2) South 16 degrees 01 minute 12 seconds West 305.29 feet to the Point of the Beginning of the easement herein described; 3) continuing South 16 degrees 01 minute 12 seconds West, 25.53 feet to an iron pin; 4) South 31 degrees 09 minutes 29 seconds West, 25.05 feet; thence South 62 degrees 17 minutes 57 seconds East, 80.05 feet; thence South 17 degrees 02 minutes 14 seconds

West, 172.95 feet; thence North 88 degrees 07 minutes 54 seconds East, 88.40 feet; thence south 49 degrees 37 minutes 22 seconds West, 118.23 feet; thence South 40 degrees 44 minutes 49 seconds East, 297.64 feet; thence North 49 degrees 37 minutes 22 seconds East, 158.07 feet; thence North 40 degrees 44 minutes 49 seconds West, 255.12 feet; thence North 49 degrees 37 minutes 22 seconds East, 93.62 feet; thence south 88 degrees 07 minutes 54 seconds West, 149.55 feet; thence North 17 degrees 02 minutes 14 seconds East, 144.44 feet; thence North 62 degrees 17 minutes 57 seconds West, 125.17 feet to the terminus of the easement.

PARTIES

1. JOSEPH S. DE HART is the owner of Tracts 1, 13, 14, and 14A, having acquired title by a deed recorded in Deed Record 392, page 581.
2. JOSEPH E. DE HART and NANCY K. DE HART, Husband and Wife, and JOSEPH S. DE HART are the owners of Tracts 1A, 5, 6, 7, 8, 8A, 10, 10A, 11A, 12, 12A, 17, 17A, 18, 19, 20, 21, 22, 23, and 24, having acquired title by a deed recorded in Deed Record 371, page 434, and are the owners of Tracts 15A, 16, and 16A, having acquired title by deed recorded in Deed Record 432, page 105.
3. JOSEPH E. DE HART and NANCY K. DE HART, Husband and Wife, are the owners of Tracts 2, 7A, 9, and 9A, having acquired title by a deed recorded in Deed Record 392, page 577.
4. STEVEN A. BREHOB and TINA M. BREHOB, Husband and Wife, are the owners of Tract 3, having acquired title by a deed recorded in Deed Record 380, page 147.
5. JOSEPH C. SPEARS and DELOIS K. SPEARS, Husband and Wife, are the owners of Tract 11, having acquired title by a deed recorded in Deed Record 400, page 232.
6. ANDRE' L. MACKKEY and AMANDA J. MACKKEY, Husband and Wife, are the owners of Tract 15, having acquired title by a deed recorded in Deed Record 404, page 575.

IN WITNESS WHEREOF, the parties have executed this instrument this
31 day of March, 1998.

Grantors Nancy K. DeHart and Joseph S. DeHart ~~execute this instrument by their~~
~~authorities~~ ~~Joseph E. DeHart, sex male, rank private, POW, rank Attorney~~
~~resided in Missellan, Regg, KY, in the Office of the Recorder of~~
~~DeWarr County, Kentucky.~~

Joseph E. DeHart
JOSEPH E. DEHART

Nancy K. DeHart
NANCY K. DEHART
~~Recorder of DeWarr~~
~~County, Kentucky~~

Joseph Scott DeHart
JOSEPH S. DEHART aka Joseph Scott DeHart
~~Attorney at Law~~
~~Missellan, KY~~

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Joseph E. DeHart, individually, and ~~as attorney-in-fact for~~ Nancy K. DeHart and Joseph S. DeHart, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 31 day of March, 1999.



(Signature) Shannon L. Higgins

(Printed) Shannon L. Higgins

Notary Public

County of Residence: Morgan

My commission expires:

January 26, 2000

0168

Steven A. Brehob
STEVEN A. BREHOB

Tina M. Brehob
TINA M. BREHOB

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Steven A. Brehob and Tina M. Brehob, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 31 day of March, 1998.



(Signature) Sharon L. Wiggins
(Printed) Sharon L. Wiggins
Notary Public
County of Residence: Morgan

My commission expires:
January 26, 2000

069

Joseph C. Spears
JOSEPH C. SPEARS

Delois K. Spears
DELOIS K. SPEARS

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Joseph C. Spears and Delois K. Spears, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 31 day of March, 1999.



(Signature) *Shannon L. Higgins*
(Printed) Shannon L. Higgins
Notary Public
County of Residence: Morgan

My commission expires:

January 26, 2001

Book 158 Page 071

Andre L Mackey POA *Amanda J Mackey*
ANDRE L. MACKEY AMANDA J. MACKEY
158962

Amanda J Mackey
AMANDA J. MACKEY

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN,)

Before me, a Notary Public in and for said County and State, personally appeared Andre' L. Mackey and Amanda J. Mackey, who acknowledged execution of the foregoing document and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 01th day of April, 1999.



(Signature) *June Bishop*
(Printed) June Bishop
Notary Public CAMERON
County of Residence: CAMERON

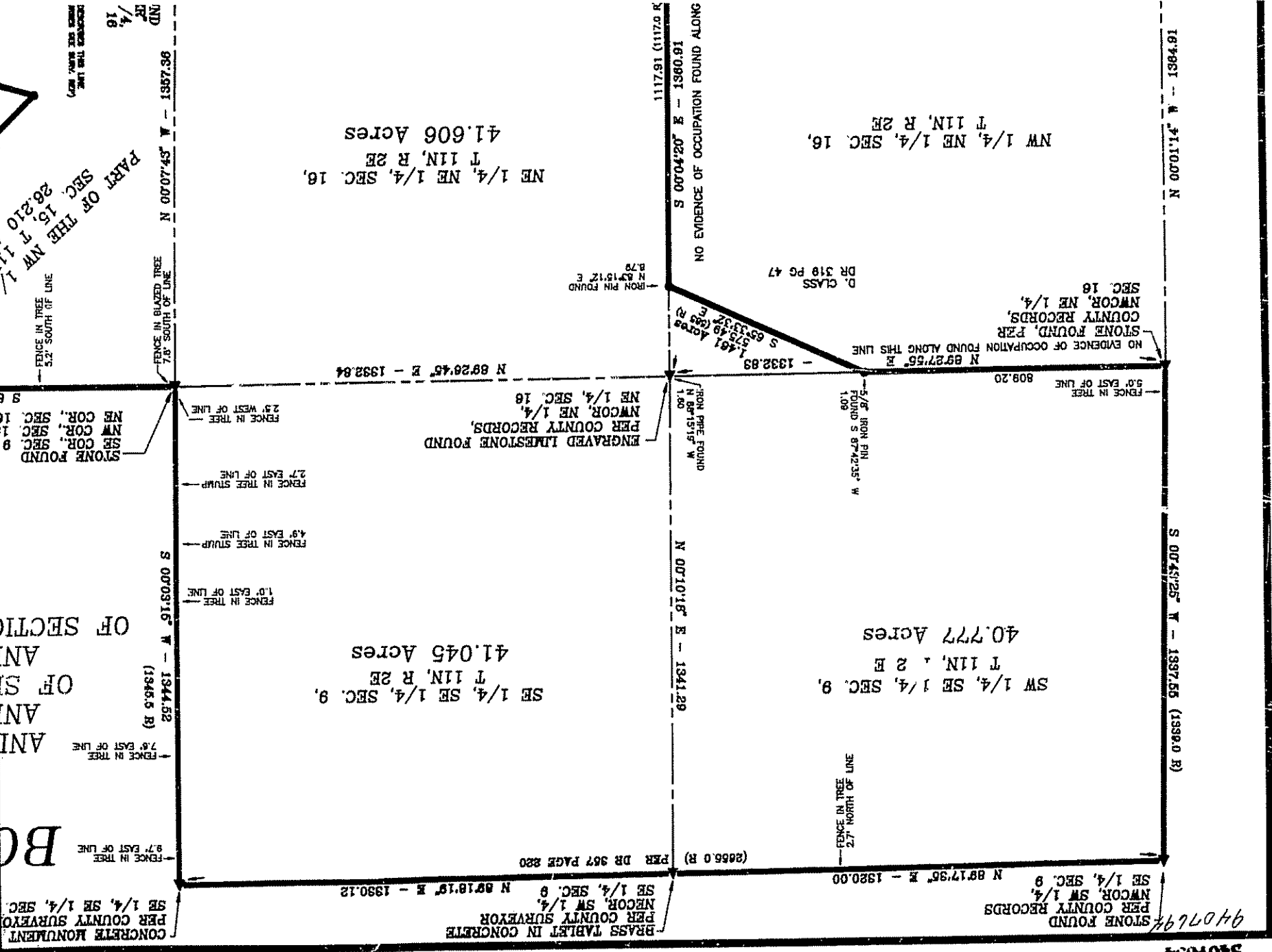


My commission expires:

4-17-2000

RECEIVED FOR RECORD
April 16 1999
at 9:10 A.M.
Ralph M. Foley
MORGAN COUNTY RECORDER

This instrument prepared by Ralph M. Foley, Attorney at Law.



N 00'07.45" E - 1397.96
T 11N, R 2E
16

PART OF THE NW 1/4
SEC. 15, T 11N, R 2E
28.210

NE 1/4, NE 1/4, SEC. 16,
T 11N, R 2E
41.606 Acres

NW 1/4, NE 1/4, SEC. 16,
T 11N, R 2E

N 21'10.00" N - 1384.81

FENCE IN TREE
5.2' SOUTH OF LINE

FENCE IN BLAZED TREE
7.8' SOUTH OF LINE

NO EVIDENCE OF OCCUPATION FOUND ALONG
S 00'04'20" E - 1366.81
1177.91 (111) R

STONE FOUND, PER
COUNTY RECORDS,
NW COR, NE 1/4,
SEC. 16
NO EVIDENCE OF OCCUPATION FOUND ALONG THIS LINE
N 89'27.55" E
1332.83

N 88'26.45" E - 1332.84

STONE FOUND
SE COR, SEC. 9
NW COR, SEC. 16
NE COR, SEC. 16

FENCE IN TREE
2.5' WEST OF LINE

ENGRAVED LIMESTONE FOUND
PER COUNTY RECORDS,
NW COR, NE 1/4,
SEC. 16

FENCE IN TREE
9.0' EAST OF LINE
809.20

FENCE IN TREE STUMP
2.7' EAST OF LINE

FENCE IN TREE STUMP
4.9' EAST OF LINE

FENCE IN TREE
1.0' EAST OF LINE

IRON PIPE FOUND
N 84'15.15" W
1.80

5/8" IRON PIN
FOUND S 87'42.35" W
1.09

OF SECTION
AND

SE 1/4, SE 1/4, SEC. 9,
T 11N, R 2E
41.045 Acres

SW 1/4, SE 1/4, SEC. 9,
T 11N, R 2E
40.777 Acres

S 00'41'25" N - 1397.55 (1398.0 R)

OF SECTION
AND

S 00'03'16" W - 1944.52
(1945.5 R)

FENCE IN TREE
7.8' EAST OF LINE

N 00'10'18" E - 1941.29

FENCE IN TREE
4.7' NORTH OF LINE

BO

FENCE IN TREE
9.7' EAST OF LINE

PER DR 587 PAGE 220 (2656.0 R)

CONCRETE MONUMENT
PER COUNTY SURVEYOR
SE 1/4, SE 1/4, SEC. 9

BRASS TABLET IN CONCRETE
PER COUNTY SURVEYOR
NW COR, SW 1/4,
SEC. 9 N 87'18.15" E - 1390.12

STONE FOUND
PER COUNTY RECORDS
NW COR, SW 1/4,
SEC. 9 N 87'17.95" E - 1320.00

9407694

2100

41.606 Acres

NW 1/4, NE 1/4, SEC. 16,
T 11N, R 2E

14' W 1/4 - 1364.91

1117.91 (1117.0 R)

NO EVIDENCE OF OCCUPATION FOUND ALONG THIS LINE

E 1/4 - 1360.91

N 00'04"20" W - 1361.15

NO EVIDENCE OF OCCUPATION FOUND ALONG THIS LINE

NO EVIDENCE OF OCCUPATION FOUND ALONG THIS LINE

N 89'07" E - 2670.75

IRON PIPE OVER STONE
SWCOR, NE 1/4, SEC. 16

1" IRON PIPE SET
CAL. MIDPOINT, SOUTH
LINE, NE 1/4, SEC. 16

1" IRON PIPE SET
CAL. SWCOR, NE 1/4,
NE 1/4, SEC. 16
ENGRAVED STONE FOUND
N 89'39" E - 82.08
(SEE SURVEYOR'S REPORT)

SE 1/4, NE 1/4, SEC. 16,
T 11N, R 2E

CAL. MIDPOINT
WEST LINE,
NE 1/4, SEC. 16
S 88'17"38" W - 1334.10

NO EVIDENCE OF OCCUPATION FOUND ALONG THIS LINE
N 88'17"38" E - 1334.81 (1298.8 R)

IRON PIN FOUND
LOCAL CORNER
SE 1/4, NE 1/4,
NE 1/4, SEC. 16

N 00'08"16"

NO EVIDENCE OF OCCUPATION FOUND ALONG THIS LINE
(SEE SURVEYOR'S REPORT)

W 1/4 - 1361.15

IRON PIPE OVER STONE
SWCOR, NE 1/4, SEC. 16

N 89'07" E - 2670.75

N 89'07" E - 2670.75

N 89'07" E - 2670.75

N 89'07" E - 2670.75

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N 89'07" E - 2670.75

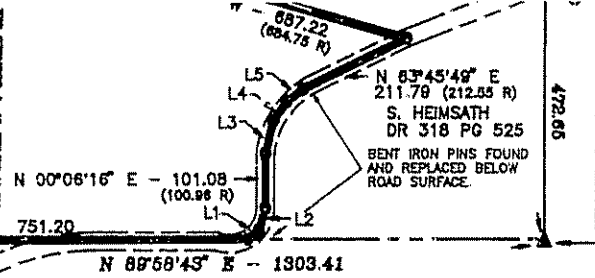
N 89'07" E - 2670.75

N 89'07" E - 2670.75

N 89'07" E - 2670.75

IRON PIN FOUND
"LOCAL CORNER"
SE 1/4, NE 1/4,
NE 1/4, SEC. 16

RECORDED DESCRIPTION DESCRIBED
AS A SERIES OF 4 CORNERS SEE



STONE FOUND
PER COUNTY RECORD:
SECOR, NW 1/4,
NW 1/4, SEC. 15

95°49'51\"/>

| LINE | BEARING | DISTANCE |
|------|----------------|-----------------|
| L1 | N 50°55'11\"/> | 87.14 (88.62 R) |
| L2 | N 17°22'18\"/> | 42.37 (43.47 R) |
| L3 | N 13°07'05\"/> | 82.06 (82.11 R) |
| L4 | N 34°58'32\"/> | 42.82 (42.75 B) |
| L5 | N 55°12'58\"/> | 39.19 (39.13 R) |

DULY ENTERED FOR TAXATION

JUN 21 1994

Randy Brittain
Auditor, Morgan County

PER DEED RECORD 357 PAGE 220
OWNER OF RECORD: PERRY CRUSE, CYNTHIA CRUSE,
JOSEPH E. DeHART AND NANCY K. DeHART, AND
JOSEPH S. DeHART
THERE ARE NO IMPROVEMENTS ON THE PARCEL.

CERTIFICATION

I, Ross C. Holloway, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat represents a survey as completed under my direct supervision on March 27, 1994.

Ross C. Holloway
Ross C. Holloway
Indiana Registered
Surveyor No. 80530
Dated: March 27, 1994

BROKEN STONE FOUND
PER COUNTY RECORDS,
SECOR, NE 1/4, SEC. 16



200 0 200 400 600 Feet

SCALE: 1 inch = 200 feet
Bearing System Assumed

LEGEND

| | |
|--|---|
| ▲ RECORD SECTION CORNER | ⊙ IRON MONUMENT FOUND. |
| △ "LOCAL CORNER". SEE SURVEYOR'S REPORT | ⊙ IRON PIN OR PIPE SET, W/CAP IMPRINTED "HOLLOWAY 80690" |
| ● CALCULATED CORNER, NO MONUMENT. | ⊕ LARGE P.K. NAIL SET |
| --- FENCE LINE | (R) RECORD DISTANCE, IF ANY. |
| "NORTH"-"SOUTH"=00°00'00" | "EAST"-"WEST"=90°00'00" |

Unless noted on record (R), all distances shown on this plat are measured.

BOUNDARY SURVEY OF 154.057 ACRES

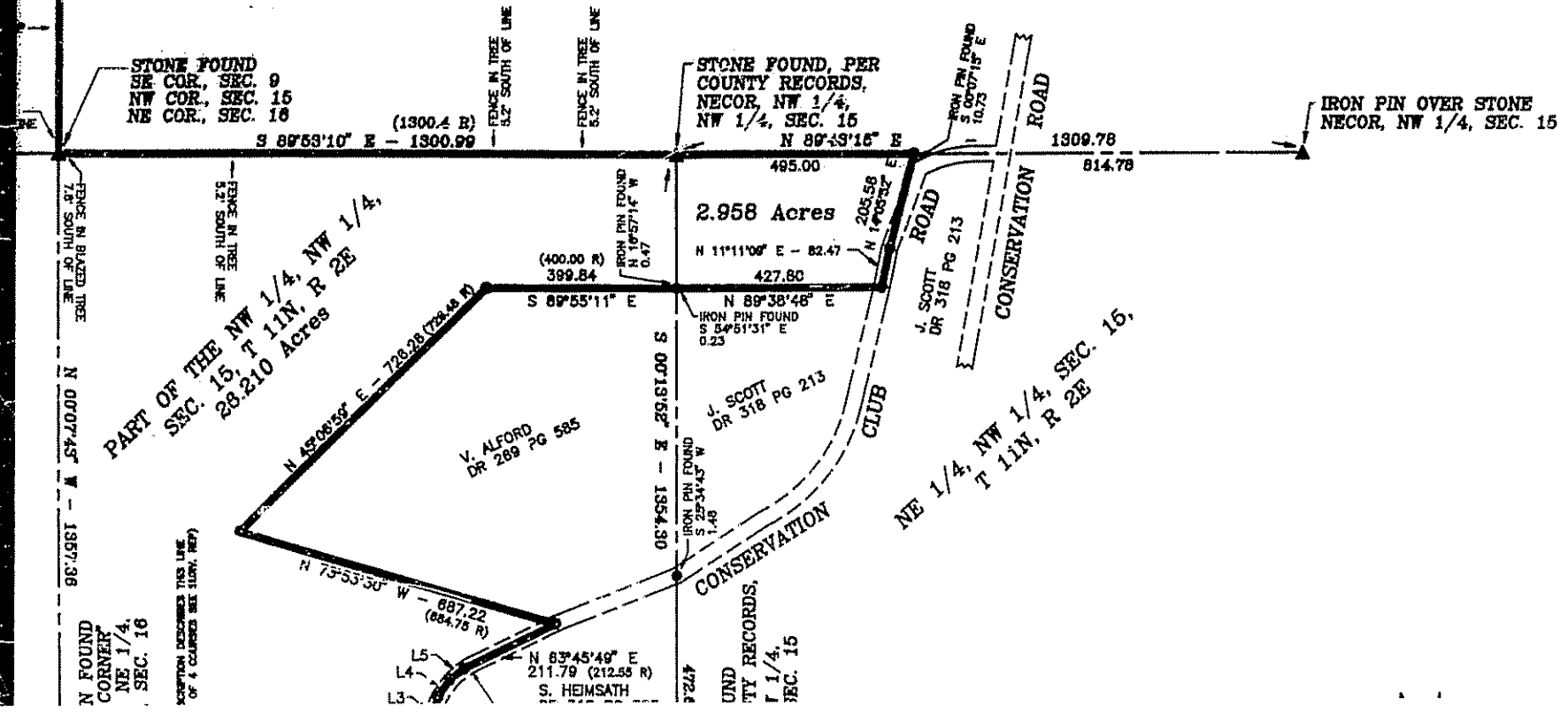
| | |
|--|--|
| | CLIENT: PERRY CRUSE |
| | HOLLOWAY and ASSOCIATES, P.C. MOORESVILLE, IN 46158 |
| | DATE: MARCH 27, 1994; REVISIONS: |
| | FILE NO.: 034-94 SHEET OF |

3 0 5

BOUNDARY SURVEY OF 154.057 ACRES

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, AND A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 11 NORTH RANGE 2 EAST, MORGAN COUNTY, INDIANA.

PER TITLE 865, ARTICLE 1.1, CHAP. 12, IAC, THIS IS A CLASS "D" SURVEY (TU= +/- 1.0 FOOT).



N FOUND CORNER NE 1/4, SEC. 16

SECTION DESCRIBES THIS LINE OF 4 CALLED SEE SURV. REF)

UND TY RECORDS, T 1/4, SEC. 15



SURVEYOR'S REPORT
FILE NO.: 034-94

This report is for the retracement survey of 154.057 acres, as described in Deed Record 357 page 220 in the names of Perry and Cynthia Cruse and Joseph E. and Nancy K. DeHart, being the South Half of the Southeast Quarter of Section 9, and the Northeast Quarter of the Northeast Quarter, and part of the Northwest Quarter of the Northeast Quarter of Section 16, and a part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 15, all in Township 11 North, Range 2 East, Morgan County, Indiana.

THEORETICAL UNCERTAINTY OF MEASUREMENT "Tu": The "Ty" of the corners of this parcel(s) are within the requirements for a Class "D" ("Tu" = +/- 1.0 feet) survey per IAC, Title 865 (Theoretical uncertainty of measurement is the radius of a circle which circumscribes an area containing the probable true location of a specified point as determined by the precision of instruments and procedures employed in the performance of a survey).

Purpose of this survey is to locate or establish land boundaries. Easements, rights-of-way, setback/building lines, covenants, restrictions, utilities, flood plains, topographic features, zoning classification and etc. were intentionally excluded from this plat. If any of the preceding items are shown on the plat of survey it is the intent to show only that specific entity and no others.

In accordance with Title 865, Article 1.1, Chapter 12 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the "UNCERTAINTY" in the position of the lines and corners established on this survey as a result of uncertainties and/or ambiguities from:

- (a) Reference monuments of record
- (b) Title documents of record
- (c) Evidence of active lines of occupation

In regard to monuments, point (a) above, in many cases the original section corners were not perpetuated or have been obliterated with time and therefore existing topographical features and monuments of modern origin provide the only evidence of the corner's most **PROBABLE** and/or **ACCEPTED** POSITION. In the absence of **CREDITABLE** physical and/or record evidence then proportional measurement has been used to establish the points of division of the section.

Section corners found or established by topographical features, monuments of modern origin or proportional measurement will be labeled as "**LOCAL CORNER**" on the plat of survey and are subject to undiscovered evidence regarding the true location of said corners.

Note that the uncertainty which surrounds a "Local Corner" is inherently passed to any parcel corner dependent upon the position of the section corner. "**UNCERTAINTY**" of "**LOCAL CORNERS**" is not readily determinable or unknown and therefore will not be addressed in this report.

In regard to "**ACTIVE LINES OF OCCUPATION**", point (b) above: **ACTIVE** refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is **NOT** intended to be specific for every point along the line. Therefore portions of the occupation line may vary from the surveyed line by a distance greater than the uncertainty cited in this report.

Following are those items germane to the uncertainties of the lines and corners of the parcel(s):

P.O. BOX 234

MOORESVILLE, INDIANA 46158

PHONE & FAX 317-831-7918

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Surveyor's Report
Page 2 of 3

1. Section lines were established using the found monumentation shown on the plat. The northwest and southwest corners of the Southeast Quarter of the Northeast Quarter of Section 16 were established at points calculated this survey. Stones were found approximately 50 feet east of the calculated points in both cases, and these stones appear to have been accepted as marking the northwest and southwest corners of the quarter-quarter by previous surveyor's. These stones were not accepted for several reasons. First, if the stones were accepted as marking the quarter-quarter corners, the north and south lines of the quarter-quarter would measure only 1282.30 feet and 1269.53 feet respectively, and the west line of the Northeast Quarter of the Northeast Quarter of Section 16 would have a severe bend in it. Second, the record description of the surveyed parcel calls for the actual quarter-quarter, and the adjoining parcel description calls for the quarter-quarter line as the boundary. If the stones were accepted, it would significantly alter the surveyed parcel such that the affected quarter-quarter sections would not actually be a quarter-quarter section. It appears that the stones were either set in error, possibly due to the severe terrain in the area, or perhaps set without the benefit of knowing the relationship of the lines of the quarter-section. As a result, the southeast corner of the quarter-quarter was established at the midpoint of the south line of the Southeast Quarter and the northeast corner of the quarter-quarter was established at the intersection of the lines between the opposite quarter-corners on the north and south and the east and west lines of the Northeast Quarter.
2. The discrepancies between measured and record distances are noted on the plat where discrepancies exist.
3. Several iron pins were found in the road along the south line of the Northwest Quarter of the Northwest Quarter of Section 15. The record description calls for a series of lines running with the road along said south line. Several of these monuments were not accepted and the call for the south line of the quarter-quarter was used to establish the boundary on the 751.20 foot line.
4. Fenceline was found at various locations along the boundary of the parcel. Most of the fence around the parcel was found to be tree-to-tree and in poor condition. Notes are shown on the plat giving the distances from the fenceline to the survey line.

SUMMARY. From the above observations it is the professional opinion of this surveyor that the "uncertainties" of the lines and corners of the parcel are as follows:

- (a) Due to reference monuments: 0.5 feet except for "Local Corners" which are subject to reservations as cited in the caption to this report.
- (b) Due to title documents of record: See the plat for discrepancies between record versus measured distances along the lines of the parcel.
- (c) Due to evidence of active lines of occupation: See the plat for fence notes along the lines of the parcel.

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Surveyor's Report
Page 3 of 3

CERTIFICATION

I, Ross O. Holloway, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this report represents a survey as completed under my direct supervision on March 27, 1994.

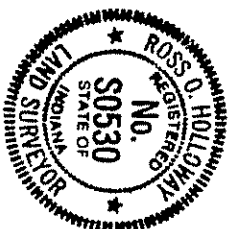
[Signature]

ROSS O. HOLLOWAY
Indiana Registered
Surveyor No. S0530

DATED: March 27, 1994

FILE NO.: 034-94

CLIENT: Perry Cruse



RECEIVED FOR RECORD
Gene 21 1994
1:16 P.M.
Shabie Hivette
MORFESS COUNTY RECORDER

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