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9713218Book 149 Page 221

DEDICATION OF EASEMENTS,  
DECLARATION OF PROTECTIVE COVENANTS

AND

ESTABLISHMENT OF PROPERTY OWNERS ASSOCIATION

WHEREAS, the Flying R Partnership (hereinafter called "Owner") is the owner of the following described land located in Morgan county, Indiana, (herein after called "FORESTVIEW ESTATES", described as follows:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH and SUBJECT TO the following described assess and utility easements, described as follows:

SEE ATTACHED EXHIBIT "B"

Flying R Partnership (Owner) acquired title to said real estate by Warranty Deed dated January 12, 1993, recorded January 15, 1993 in Deed Record 352, page 542 & 544.

AND WHEREAS, the Owner is planning to sell FORESTVIEW ESTATES in tracts with metes and bounds descriptions and is desirous of making all the real estate subject to and bound by certain protective covenants for the benefit of all owners;

AND, WHEREAS, the Owner is desirous of establishing a Property Owners Association and providing that said Property Owners Association will have the power to enforce these protective covenants and also the power to enforce contributions from the tract owners towards the maintenance of the roadways which will be dedicated by the owners and hereafter used for the purpose of making the tracts have legal ingress and egress over the other tracts and to the public road all by established easements. The Property Owners Association will also have the right to enforce contribution towards any other expense which the association may have from time to time such as postage for mailing notices, ledger books, minutes books, paper, etc.

NOW, THEREFORE, the Owner does hereby adopt the following protective covenants, provisions for the Property Owners Association, provisions for future maintenance of mutual easements and grants of easements and do agree that they and all of their successors in interest as owners of tracts contained within the boundaries of FORESTVIEW ESTATES are bound by them.

PROTECTIVE COVENANTS

1. No building or structure shall be erected, constructed or maintained on any tract, except a private single-family dwelling designed for and adopted to the use and occupancy of not more than one family, plus an outbuilding as described in Covenant 2. The exterior surface of all homes and garages shall be brick, stone, cedar, vinyl or a combination of these surfaces. The painted parts of the exterior of all homes and garages shall be painted in pastel or muted colors. The house must be at least 1800 square feet inclusive of the attached garage.

2. No building or structure shall be erected, constructed or maintained on any tract other than the house and garage mentioned in Covenant 1 above with the exception of one outbuilding which shall be no less than 250 feet from the access easement. Said outbuilding shall be of new material only with the outside to be of muted colors. Tracts 2 and 4 which have existing buildings may also erect one additional outbuilding.

Book 149 Page 222

3. There shall not be more than one dwelling, attached garage and outbuilding placed, built, erected or maintained upon any tract as originally sold by the Owner. This provision applies even if such tract is subdivided to the effect that there cannot be more than one residence and attached garage and one other outbuilding within the area of the original tract as conveyed by the Owner. No tract may be subdivided where the original tract or the new tract is less than 8 acres. Therefore, only Tracts 1, 3, 6 and 8 may be subdivided.

4. Only Tracts 4, 5, 6 and 7 owning lake frontage shall use the lake unless ALL owners of lake-front property agree in writing to specified exceptions.

5. Livestock, including horses, may be kept on any tract at the rate of not more than one unit per fenced acre. A unit shall consist of one adult animal and offspring of the adult animal less than one year in age. Livestock shall have CONTINUOUS access to water and shelter. No swine shall ever be kept on any tract.

6. There shall never be any clear cutting of trees.

7. Equipment, vehicles and materials shall always be stored in enclosed buildings. Travel trailers, motor homes, trailers and boats may be parked on a tract owners driveway during seasonal use, but must be stored either off site or further back than the residence upon the tract during seasons when not in use. Such vehicles shall always be parked on paved surfaces and not on grass or stone. No car, truck, semi-trailer, equipment, travel trailer, mobile home, trailer or boat or any other vehicle shall ever be parked on the mutual easement or used as a residence on Forestview Estates.

8. All buildings built on any tract shall be completed within one year after construction is commenced. No trailer or basement only houses shall ever be placed on any tract.

9. The owners of each tract across which a mutual easement is placed shall be responsible for keeping the part of such easement which is not used as a roadway mowed and free of trash. No structure shall ever be built on any of the mutual easements.

10. Only electric motors may be used on the lake. Governance and maintenance of the lake shall be shared and determined by Tracts 4, 5, 6 and 7.

PROPERTY OWNERS ASSOCIATION  
11. In order to provide for the maintenance of the mutual easements and to provide a body which can enforce the foregoing protective covenants, a Property Owners Committee (hereafter called the "Committee") is hereby established to be constructed and to have the powers as hereinafter provided:

A. The record owner or owners of each original tract conveyed by the Owner shall constitute one member of the Committee. Such member shall become a member immediately upon the conveyance to them of the tract. Upon conveyance of a tract by a subsequent owner, the Grantee shall immediately become a member of the Committee, and the Grantor shall no longer be a member. Each member shall have one vote on any matter coming before the Committee.

B. All meetings of members of the Committee shall be held at such places within Morgan County as may be specified in the respective notices or waivers of notice thereof.

C. An annual meeting of the members of the Committee shall be held in the first quarter of each calendar year. This meeting may be called by the Committee officers, or upon their failure to do so, by any member. Failure to hold the annual meeting at the designated time shall not work any forfeiture or dissolution of the Committee.

Book 149 Page 223

D. A written or printed notice stating the place, date and hour of the meeting shall be delivered or mailed to each member of the Committee at such address as the member is known to live or, if that address is unavailable, at the address provided in the County Auditor's Office for the mailing of tax statements. Such notice shall be sent or delivered at least ten days before the date of the meeting. Notice of the meeting may be waived in writing by any member and is automatically waived by being present at the meeting.

E. Every member shall have the right at every meeting of the members of the Committee to any vote no matter how many owners the tract may have.

F. At any meeting of members held after notice has been given as hereinabove provided, a majority of the members present in person shall constitute a quorum.

G. The order of business at annual meeting, and so far as practical at all other meetings of members, shall be:

Proof of due notice of meeting  
Call of roll  
Reading and disposal of any unapproved minutes  
Annual reports of Offices and Committees  
Unfinished business  
New Business  
Election of Directors  
Adjournment

H. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if, prior to such action, a consent in writing setting forth the action so taken is signed by all the members entitled to vote with respect thereto, and such written consent is filed with the proceedings of the members.

I. The business and affairs of the Committee shall be managed by its Board of Directors, which shall consist of three persons who shall be members of the Committee and have been elected at a meeting of the members held after proper notice. Each Director shall hold office until the next annual meeting of the Committee and until a successor is elected. All Directors shall serve without compensation and shall be reimbursed for reasonable expenses incurred in connection with carrying out their duties.

J. A majority of the actual number of Directors elected and holding office from time to time shall be necessary to constitute a quorum of the Directors.

K. Vacancies in the Board of Directors shall be filled by a vote taken at a special meeting and shall remain a Director until the next annual meeting and until their successors is elected and qualified.

L. Any Director may be removed, either with or without cause, at any special meeting of the members by the affirmative vote of a majority of the members, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If the notice calling such meeting shall so provide, the vacancy caused by such removal may be filled at such meeting by vote of a majority of the members present and entitled to vote for the election of that Director.

M. Immediately after the annual meeting of the Committee, the elected Directors shall meet to choose one of themselves as President, one as Vice-President and one as Secretary-Treasurer. Such officer may continue to hold office until the next annual meeting or until their successor is elected. An officer may be removed by the same procedure as set out in "1" above for the removal of directors. The authority of such removal lying with the members and not just the Directors.

N. Assessment Periods. Each member shall be assessed on April 1 and October 1 of each calendar year a pro-rata share of the cost for the care, upkeep and maintenance of the mutual easements which are contained within the boundaries of the Real Estate. A nominal additional sum may be assessed at the same times to cover the expenses of the Committee. The sums so raised shall be used for the purpose for which they were raised. Members shall pay an assessments for each original tract owned and each tract shall be assessed equally without regard to tract size or road frontage. The proceeding sentence does not mean that every original tract shall be assessed equally for the maintenance of all mutual easements. Certain lots will be assessed at difference percentage for the maintenance of different parts of the roadway as hereinafter provided in these covenants.

O. Payment of Assessments. Each member shall pay to the Secretary-Treasurer of the Committee the bi-annual assessment provided in "N" above within thirty days of receipt of said notice of assessment. If the assessment remains due and owing past thirty days, then the member shall have no further right to vote within the Committee. The balance due the Committee shall become a lien against the real estate of the member, and in the event legal action is necessary to collect such sum, the not paying member agrees to pay the costs of collection to include reasonable attorneys fees. Upon payment in full of the delinquent assessment and any collection costs, the member shall regain his voting rights.

P. Assessment Lien. The assessment upon each tract shall become a lien on the tract on April 1 and October 1 and shall continue to be a lien until paid. The recording of these protective covenants shall be notice to the world of the existence of said lien. The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to date of recordation and the operation of law. A statement by the Secretary-Treasurer of the Committee shall be sufficient evidence that all assessments are current and that there is no current lien upon any tract inquired about.

Q. Method of Assessment. The assessments provided for in this section shall be decided by a majority vote of the members of the committee at the annual meeting or such other special meetings as may be called.

R. Designation of Tracts to be Assessed for Maintenance of Certain Mutual Easements.

(1) The Property Owners Association will contribute to the maintenance of the easement providing access to Old Morgantown Road at a rate which is reasonable based on usage.

(2) Tract 8 is omitted from maintenance since ingress and egress is attained from SR 252. Tract 9 may choose ingress and egress from SR 252 or from the common roadway in Forestview Estates. Method of access will determine whether maintenance fees will be assessed.

(3) Tract 11 shall maintain easement across Tract 10 to the point where Tract 10 might share the roadway across Tract 10, thence the maintenance shall be shared.

(4) Tract 12 shall maintain easement across Tracts 1 and 2 to the point where Tract 1 might share the roadway across Tracts 1 and 2, then maintenance shall be shared.

(5) Tract 6 shall maintain easement across Tract 7 to the point where Tract 7 might share the roadway across Tract 7, then the maintenance shall be shared.

(6) Tracts 1, 2, 3, 4, 5, 6, 7, 10, 11 and 12 shall equally share maintenance of the existing gravel driveway crossing Tracts 3, 4, 5, 7, 9 and 10. Tract 9 shall equally share if ingress and egress is acquired via the common gravel driveway in Forestview Estates.

12. Any of the foregoing protective covenants or provisions for a Property Owners Committee may be annulled, waived, changed, modified or amended at any time by a declaration setting forth such annulment, waiver, change, modification or amendment executed by the owners of no less than 9 of the original 12 tracts. Such declaration shall be executed as required by the law to permit it to be recorded and shall be recorded in the Office of the Recorder of Morgan County, Indiana, before the same shall become effective.

13. Enforcement of the FORESTVIEW ESTATES covenants set out in the agreement shall be, by proceeding at law, instituted by the Owners as shown on the plat of record, the owner of any parcel of record or the President of the Association with any of these entities having the right to bring the action against a violation party. Invalidation of any covenant or restrictions herein by judgement, Court Order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title.

Any person, partnership, corporation or other legal entity violation or attempting to violate any covenant or any restrictions set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation, including attorney fees, court costs and actual damage to the developer, homeowner, or Association for the violation. Any violation may also be cured through injunctive relief to protect the respective owners of the other parcels in FORESTVIEW ESTATES and the developer. These covenants shall inure to and be enforceable on any single family dwelling unit and any judgement for



CHICAGO TITLE

Book 49 Page 225

(4) Tract 12 shall maintain easement across Tracts 1 and 2 to the point where Tract 1 might share the roadway across Tracts 1 and 2, then maintenance shall be shared.

(5) Tract 6 shall maintain easement across Tract 7 to the point where Tract 7 might share the roadway across Tract 7, then the maintenance shall be shared.

(6) Tracts 1, 2, 3, 4, 5, 6, 7, 10, 11 and 12 shall equally share maintenance of the existing gravel driveway crossing Tracts 3, 4, 5, 7, 9 and 10. Tract 9 shall equally share if ingress and egress is acquired via the common gravel driveway in Forestview Estates.

12. Any of the foregoing protective covenants or provisions for a Property Owners Committee may be annulled, waived, changed, modified or amended at any time by a declaration setting forth such annulment, waiver, change, modification or amendment executed by the owners of no less than 9 of the original 12 tracts. Such declaration shall be executed as required by the law to permit it to be recorded and shall be recorded in the Office of the Recorder of Morgan County, Indiana, before the same shall become effective.

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Any person, partnership, corporation or other legal entity violation or attempting to violate any covenant or any restrictions set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation, including attorney fees, court costs and actual damage to the developer, homeowner, or Association for the violation. Any violation may also be cured through injunctive relief to protect the respective owners of the other parcels in FORESTVIEW ESTATES and the developer. These covenants shall inure to and be enforceable on any single family dwelling unit and any judgement for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the developer or other expense in bringing the legal action, including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and become a lien upon any real estate owned by the defendant in FORESTVIEW ESTATES in the event of an adverse judgement in favor of the plaintiff and against the defendant parcel owner. Included in the damages, which shall be recoverable under this section to the developer, other parcel owners and the Association, will be the monies expended by the developer, parcel owners or the Association in curing violation or time and expense which accrue in bringing an action to cure the violation.

#### MUTUAL EASEMENT

Easements of ingress and egress and for utilities are hereby dedicated to all of the owners of tracts within FORESTVIEW ESTATES and their invites over and across the easements drawn on the attached map of FORESTVIEW ESTATES showing the tracts and mutual easements.

IN WITNESS WHEREOF, the Flying R Partnership has executed this document making the provisions hereof binding upon FORESTVIEW PARTNERS, including all future owners of any part thereof, this 7 day of October, 1997.

FLYING R PARTNERSHIP

BY: Catherine L. Myton, General Partner

BY: Joyce K. Allen, General Partner

STATE OF INDIANA )
COUNTY OF MORGAN ) SS:

Before me, a Notary Public in and for said County and State, this 27 day of October, 1997, personally appeared the within named Catherine L. Myton and Joyce K. Allen, General Partners of Flying R Partnership, and acknowledged the execution of this instrument to be their voluntary act and deed and under the penalties of perjury affirm that any representations contained in this instrument are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

January 26, 2001



Shannon L. Wiggin, Notary Public

Shannon L. Wiggin, Resident of Morgan County, IN

This instrument prepared by Joyce K. Allen and Catherine L. Myton.

TOGETHER WITH and SUBJECT TO an easement for ingress, egress and utilities:

A part of the Southwest Quarter of Section 5, Township 11 North, Range 2 East, situated in Morgan County, Indiana, described as follows:

BEGINNING at a point on the North line of the Southwest Quarter of Section 5, Township 11 North, Range 2 East and along the North line thereof from the Northwest corner of said Southwest Quarter of Section 5, Township 11 North, Range 2 East; thence South 0 degrees 17 minutes 41 seconds West 1070.43 feet to a point; thence South 88 degrees 36 minutes 45 seconds West 303.47 feet to a point; thence South 0 degrees 17 minutes 41 seconds West 721.88 feet to a point; thence South 42 degrees 19 minutes 35 seconds West 409.31 feet to a point; thence North 86 degrees 24 minutes 36 seconds East 122.53 feet to a point; thence North 62 degrees 19 minutes 35 seconds East 327.31 feet to a point; thence North 0 degrees 17 minutes 41 seconds West 706.04 feet to a point; thence North 85 degrees 36 minutes 45 seconds East 203.27 feet to a point; thence North 0 degrees 17 minutes 41 seconds East 1120.62 feet to the North line of the said Southwest Quarter of Section 5; Township 11 North, Range 2 East; thence upon and along said North line South 85 degrees 36 minutes 45 seconds West 50.00 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH and SUBJECT TO the following described easement for ingress, egress and utilities 50.00 feet in width 25 feet on either side of the following described centerline:

A part of the Southwest Quarter of Section 5, a part of the Northwest Quarter of Section 8, and a part of the Northeast Quarter of Section 7 all in Township 11 North, Range 2 East, situated in Morgan County, Indiana, described as follows:

Commencing at the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 2 East; thence North 00 degrees 28 minutes 20 seconds East 725.87 feet to a point; thence South 86 degrees 24 minutes 36 seconds West 361.86 feet to the POINT OF BEGINNING of this description; thence along an existing road South 36 degrees 01 minutes 36 seconds West 200.67 feet to a point; thence South 22 degrees 26 minutes 24 seconds West 200.49 feet to a point; thence South 19 degrees 53 minutes 03 seconds East 233.32 feet to a point; thence South 19 degrees 53 minutes 03 seconds West 143.21 feet to a point; thence South 44 degrees 31 minutes 27 seconds West 180.40 feet to a point; thence South 09 degrees 52 minutes 46 seconds West 190.31 feet to a point; thence South 14 degrees 20 minutes 22 seconds West 106.08 feet to a point; thence South 17 degrees 46 minutes 24 seconds West 98.12 feet to a point; thence South 10 degrees 47 minutes 39 seconds West 174.27 feet to a point; thence South 42 degrees 22 minutes 46 seconds West 118.23 feet to a point; thence South 61 degrees 54 minutes 56 seconds West 92.07 feet to a point; thence South 66 degrees 25 minutes 21 seconds West 124.25 feet to a point; thence South 40 degrees 16 minutes 08 seconds West 119.99 feet to a point; thence South 02 degrees 16 minutes 21 seconds West 135.23 feet to a point; thence South 21 degrees 01 minutes 38 seconds West 164.96 feet to a point; thence South 05 degrees 24 minutes 35 seconds West 127.74 feet to a point; thence South 09 degrees 13 minutes 01 seconds East 365.12 feet to a point; thence South 02 degrees 13 minutes 08 seconds East 282.25 feet to a point; thence South 04 degrees 02 minutes 38 seconds West 164.77 feet to a point; thence South 22 degrees 05 minutes 17 seconds West 74.44 feet to a point; thence South 84 degrees 27 minutes 54 seconds West 71.08 feet to the northerly right of way line of State Road 252 and the terminus of the easement.

Book 149 Page 226

IN WITNESS WHEREOF, the Flying R Partnership has executed this document making the provisions hereof binding upon FORESTVIEW ESTATES, including all future owners of any part thereof, this 8 day of October, 1997.

FLYING R PARTNERSHIP

BY: Catherine L. Myton  
Catherine L. Myton, General Partner

BY: Joyce K. Allen  
Joyce K. Allen, General Partner

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State, this 8<sup>th</sup> day of October, 1997, personally appeared the within named Catherine L. Myton and Joyce K. Allen, General Partners of Flying R. Partnership, and acknowledged the execution of this instrument to be their voluntary act and deed and under the penalties of perjury affirm that any representations contained in this instrument are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

January 26, 2001



Shannon L. Wiggins  
Notary Public

Shannon L. Wiggins  
Printed  
Resident of Morgan, County, IN

This instrument prepared by Joyce K. Allen and Catherine L. Myton.



ALSO TOGETHER WITH and SUBJECT TO the following described easement for ingress, egress and utilities 50.00 feet in width 25 feet on either side of the following described centerline:

A part of the Southwest Quarter of the Southwest Quarter of Section 5, and a part of the Southeast Quarter of the Southeast Quarter of Section 6, all in Township 11 North, Range 2 East, situated in Morgan County, Indiana, described as follows:

Beginning at a point that is South 89 degrees 36 minutes 28 seconds East 928.21 feet from the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 2 East; thence North 00 degrees 00 minutes 00 seconds West 713.90 feet to a point; thence South 89 degrees 38 minutes 31 seconds East 442.27 feet to a point; thence North 86 degrees 24 minutes 36 seconds East 191.14 feet to a point; thence South 65 degrees 14 minutes 05 seconds East 85.26 feet to a point; thence South 85 degrees 26 minutes 30 seconds East 91.53 feet to a point; thence North 81 degrees 43 minutes 09 seconds East 190.89 feet to a point; thence South 77 degrees 45 minutes 56 seconds East 230.91 feet to a point; thence South 49 degrees 57 minutes 22 seconds East 48.01 feet to the centerline of an existing road and the terminus of this easement.



CHICAGO TITLE

Book 149 Page 229

ALSO TOGETHER WITH and SUBJECT TO the following described easement for ingress, egress and utilities 50.00 feet in width 25 feet on either side of the following described centerline:

A part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 11 North, Range 2 East, situated in Morgan County, Indiana, described as follows:

Commencing at the northeast corner of the Northwest Quarter of the Northwest Quarter of Section 8, Township 11 North, Range 2 East; thence South 00 degrees 27 minutes 42 seconds West 1172.95 feet to a point; thence North 28 degrees 09 minutes 35 seconds West 721.68 feet to a point; thence North 60 degrees 30 minutes 04 seconds West 191.01 feet to a point; thence South 38 degrees 07 minutes 42 seconds West 333.36 feet to a point; thence South 11 degrees 39 minutes 10 seconds West 310.58 feet to the POINT OF BEGINNING of this description; thence North 80 degrees 48 minutes 31 seconds West 129.65 feet to a point; thence North 63 degrees 13 minutes 05 seconds West 103.20 feet to a point; thence North 50 degrees 19 minutes 07 seconds West 125.37 feet to a point; thence North 26 degrees 02 minutes 48 seconds West 155.66 feet to the centerline of an existing road and the terminus of this easement.



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FROM :

FAX NO. :

Nov. 23 2011 03:41PM P6

Book 149 Page 230

ALSO TOGETHER WITH and SUBJECT TO the following described easement for ingress, egress and utilities 50.00 feet in width 25 feet on either side of the following described centerline:

A part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 11 North, Range 2 East, situated in Morgan County, Indiana, described as follows:

Commencing at the northwest corner of the Northeast Quarter of the Northeast Quarter of Section 7, Township 11 North, Range 2 East; thence South 89 degrees 36 minutes 28 seconds East 953.21 feet to a point; thence South 00 degrees 00 minutes 00 seconds East 409.36 feet; thence South 81 degrees 54 minutes 18 seconds West 80.82 feet to a point; thence South 01 degree 49 minutes 06 seconds West 592.27 feet to the POINT OF BEGINNING of this description; thence South 88 degrees 10 minutes 54 seconds East 408.42 feet to the centerline of an existing road and the terminus of this easement.



CHICAGO TITLE

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BOOK 155 PAGE 121

First Amendment to Forestview Estates Covenants

Survey reference - book 6, page 193  
Last Covenants Recorded in Misc. Book 149, Page 221

It was voted on and passed that due to another access to tract one that tract one be exempt from maintenance of the primary entrance as long as they did not use the road, and that if said owners of tract one sell their property or should decide to use primary entrance as an access to tract one any and all maintenance fees would be reimbursed to the Property Owners Association.

In witness whereof, the property owners association of Forestview Estates has executed this document making the provisions hereof binding upon Forestview Estates, including all future owners thereof, this 13<sup>th</sup> day of October, 1998.

BY: Beth Bruhn  
Beth Bruhn, Secretary/Treasurer

\*Document prepared by Beth Bruhn  
State of Indiana SS:  
County of Morgan

Before me the undersigned, a Notary Public for Morgan County, State of Indiana personally appeared Beth Bruhn and acknowledged the execution of this instrument this 13th day of Oct. 1998.

Kitsy D. Carpenter

Kitsy D. Carpenter  
Commission Expires July 16, 2001  
Resident of Morgan Co. Indiana



CHICAGO TITLE

RECEIVED FOR RECORD  
Oct. 13 98  
9:00 A.M.  
Vickie Kivett  
MORGAN COUNTY RECORDER