

9913599

Book 159 Page 319

COVENANTS AND RESTRICTIONS

We the undersigned, Alvin Arnold, Margaret Anne Arnold and R. Douglas Burns (hereinafter referred to as "DEVELOPER"), all having interest in all or portions of the real estate described on the attached "Exhibit A", do hereby certify that we have laid off and subdivided said real estate in accordance with the attached "Exhibit B" (hereinafter referred to as "PLAT").

This development shall be known as **Green Meadow**, a residential development consisting of fifty-five (55) tracts, numbered Fifteen (15) through Sixty-nine (69) inclusive, and being located within Green Township, Morgan County, Indiana.

All purchasers of tracts in **Green Meadow** shall take title subject to the following covenants and restrictions and be bound thereby:

1. **Land Use:** All tracts herein are for residential use only, limited to one single family dwelling per tract. No home businesses shall be allowed.
2. **Building Location:** No building shall be located on any tract nearer to the front line, or nearer to the side street line than the setback lines per appropriate building codes and the PLAT. For the purpose of this covenant, eaves, steps and/or stoops shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any tract to encroach upon any other tract unless the other tract, or part thereof, is owned by the same owner. No tract in Green Meadow shall be permitted to be subdivided in order to create an additional building site.
3. **Utility Easements:** Areas, including access, designated as utility easements on the PLAT are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the tract owners at the time said transmission line is to be constructed. No structures shall be erected on or maintained within these easements, and the maintenance is the responsibility of the owner. (R)
4. **Drainage Easements:** Areas designated as drainage easements on the PLAT are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas, and drainage shall not be restricted. Maintenance is the responsibility of the tract owner.
5. **Fences:** All fences are to be erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction of any other property. Stockade or privacy fences shall be constructed of wood, brick or stone. Chain link fence shall not be located any closer to the front tract line than the rear of the dwelling. Fencing shall not exceed six (6) feet in height, nor shall be permitted any closer to the front tract line than the building setback lines as designated on the attached PLAT. All fences shall be maintained in good repair.
5. **Vacant Tract Maintenance:** Vacant tracts shall be maintained by the following terms: No trash shall be allowed to accumulate, and grass or growth shall not be over eight (8) inches in height. Unsold tracts shall be mowed and maintained by the DEVELOPER. If sold tracts are not maintained, the DEVELOPER shall have the option to mow the property and charge the owner a fee.
7. **Nuisance:** No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
8. **Parking & Storage of Vehicles and Boats:** No trucks, other than standard pick-up type, campers, trailers, recreational vehicles, boats (exceeding 19 feet in length), boat trailers, or similar vehicles (excepting temporary construction trailers being used in conjunction with work in progress) shall be parked on any street or tract for a period of more than forty-eight (48) hours unless such vehicles are stored within a garage. No inoperative or unlicensed vehicles shall be parked or repaired on any tract or on the driveways thereof.

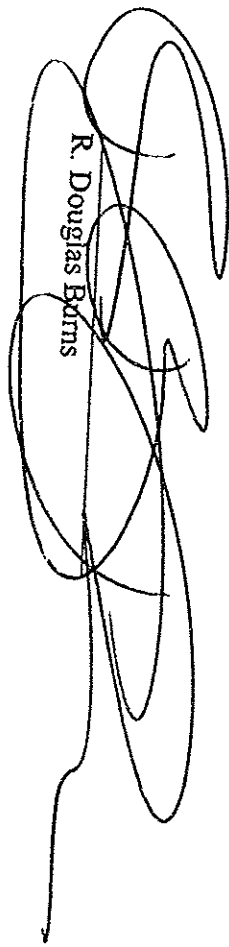
9. **Appearance of Tract:** All equipment, garbage cans, and related items shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No tract shall be used or maintained as a dumping ground for rubbish, trash or garbage. Outside trash burners will not be permitted. No owner of a tract shall burn or permit the burning out-of doors of garbage or other refuse.
10. **Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract except dogs, cats, or other household pets may be kept, provided that they are kept, bred, or maintained for any commercial purpose. No more than four dogs, cats, or any combination thereof, shall be kept on any tract.
11. **Dwelling Restrictions:** No mobile homes, trailers or other portable devices or outbuildings, garages or basements shall be used as a residence. This provision shall not be construed to prevent a builder from using such for material or tool storage or office during the period of construction of a temporary office for DEVELOPER'S marketing or promotional purposes.
12. **Dwelling Quality and Size:** The ground floor of the main structure, exclusive of one-story open porches, basements and garages, shall be not less than one thousand two hundred (1200) square feet for a one-story dwelling nor less than one thousand five hundred (1500) square feet for a dwelling of more than one story, with at least a minimum of one thousand one hundred (1100) square feet on ground level. Final home designs shall be approved by the DEVELOPERS or their assigns.
13. **Other Structures:** No more than one (1) out-building no larger than 24'x24' or five hundred seventy-six (576) square feet shall be erected on any tract. The construction of the out-building must conform with the frame portion of the dwelling in appearance. No sheet metal buildings are allowed.
14. **Garages and Driveways:** No dwelling shall have less than a full size 2-car or more than a 3-car attached garage. All driveways and vehicle parking areas shall be hard surfaced with either concrete, brick or asphalt. No gravel or stone driveways will be permitted.
15. **Construction Requirements:**
 - a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish on gutters, roof, edges, and front gables.
 - b. The roof shall have a minimum of a 5/12 pitch and shingles shall be asphalt, cedar, or fiberglass.
 - c. Exterior building materials shall be limited to brick, stone, vinyl siding, and/or stained or painted wood. The first story shall have seventy (70) percent brick or stone on the front exterior except for any gables along the front of the dwelling. No log cabins or mobile homes, shall be permitted.
 - d. Construction of any dwelling shall be completed within one (1) year of the start of construction.
16. **Erosion Control:** Upon conveyance of any tract from the DEVELOPER, the purchaser (their successors and/or assigns) shall assume full responsibility for installing, maintaining, and repairing all required erosion control measures in order to minimize the amount of sediment leaving any tract. Any costs incurred due to the failure of a property owner to minimize the erosion shall be the responsibility of the property owner.

The right to enforce these Covenants and Restrictions of Green Meadow by injunction or to seek damages for violation or other remedy is hereby dedicated to the Owners of the tracts herein and the DEVELOPER. The restrictions shall remain in full force for twenty-five (25) years from date of the execution of this Agreement, at which time such covenant shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by the majority of tract owners of this section. Invalidation of any covenant or restriction herein by judgment, court order or otherwise shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

In witness whereof, the undersigned have set their hands and seals this 18th day of August, 1999.


Alvin Arnold


Margaret Anne Arnold


R. Douglas Burns

STATE OF INDIANA)
) SS
COUNTY OF MORGAN)

Before me, the undersigned, a Notary Public in and for the Said County and State, personally appeared Alvin Arnold, Margaret Anne Arnold and R. Douglas Burns, and acknowledged the execution of the attached covenants and restrictions of **Green Meadow**.

Witness my Hand and Seal this 19th day of August, 1999.


Signature Mitzi I. Marvel
Printed Mitzi I. Marvel

My commission expires December 9, 2001

CHICAGO TITLE



This document prepared by Alvin Arnold, Margaret Anne Arnold and R. Douglas Burns.



LEGAL DESCRIPTION: A part of the West half of the Southeast quarter and a part of the Southwest quarter of Fractional Section 18, Township 12 North, Range 2 East, Morgan County, Indiana, being described as follows:

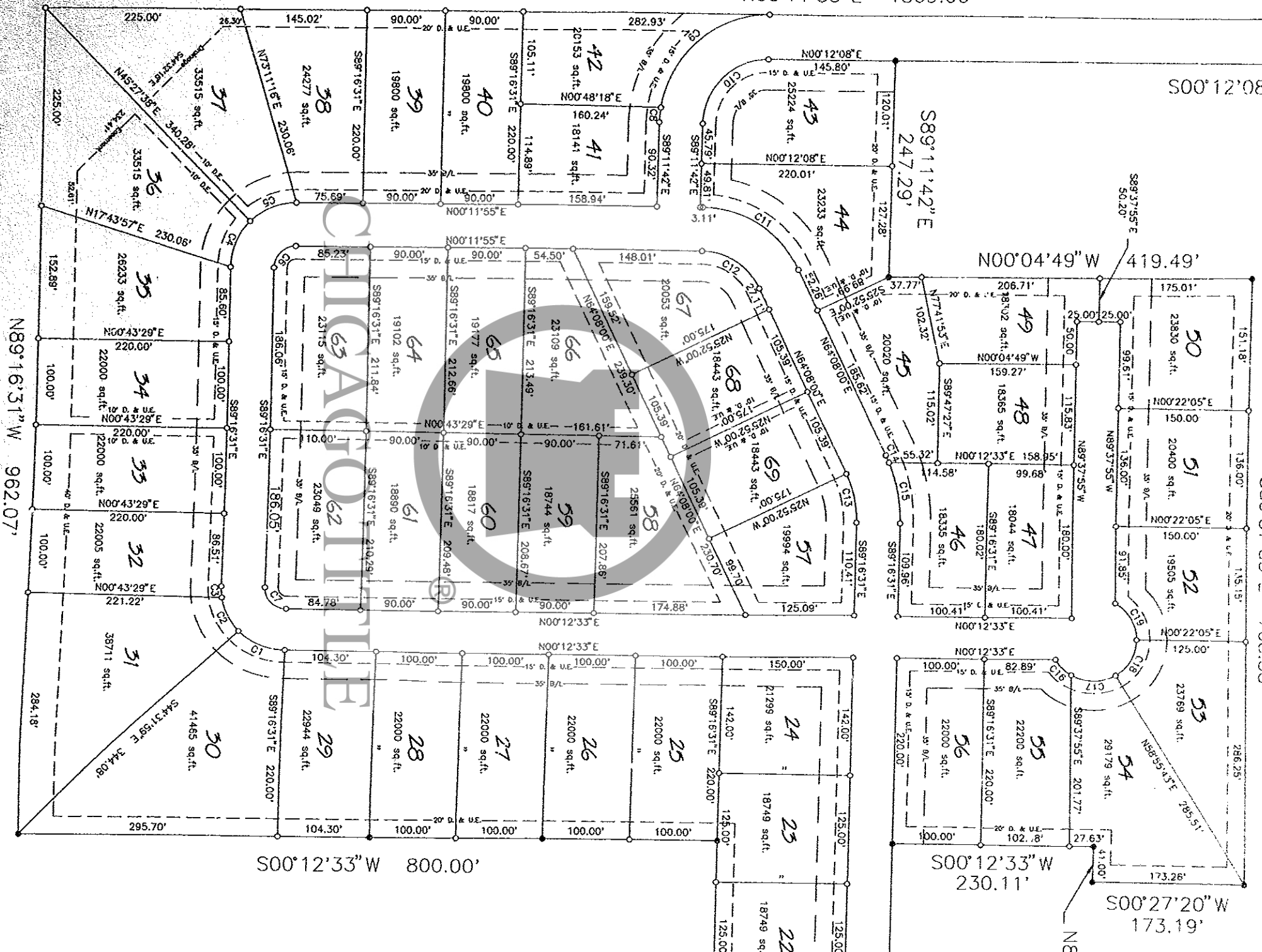
Commencing at a stone found in place which marks the Southwest corner of the above-captioned West half, thence South 89 degrees 16 minutes 31 seconds East (assumed bearing) with the South line of said West half 1336.02 feet to an iron spike in the mean center of the county road which marks the accepted Southeast corner of the West half, thence North no degrees 12 minutes 33 seconds East with the mean center of the county road and the East line of the West half 1585.90 feet to an iron spike and the **POINT OF BEGINNING** of this description; thence North 89 degrees 16 minutes 31 seconds West, 1089.00 feet to an iron pin; thence South 00 degrees 12 minutes 33 seconds West, 800.00 feet to an iron pin; thence North 89 degrees 16 minutes 31 seconds West, 962.07 feet to an iron pin; thence North 00 degrees 11 minutes 55 seconds East, 1869.06 feet to an iron spike in the county road and the north line of the Southwest Quarter of said Fractional Section 18; thence along said north line, South 89 degrees 37 minutes 35 seconds East, 50.26 feet to an iron spike; thence South 00 degrees 12 minutes 08 seconds West, 890.15 feet to an iron pin; thence South 89 degrees 11 minutes 42 seconds East, 247.29 feet to an iron pin; thence North 00 degrees 04 minutes 49 seconds West, 419.49 feet to an iron pin; thence South 89 degrees 37 minutes 55 seconds East, 708.58 feet to an iron pin; thence South 00 degrees 27 minutes 20 seconds West, 173.19 feet to an iron pin; thence North 88 degrees 23 minutes 34 seconds West, 41.10 feet to an iron pin; thence South 00 degrees 12 minutes 33 seconds West, 230.11 feet to an iron pin; thence South 89 degrees 16 minutes 31 seconds East, 1089.00 feet to an iron spike in the mean center of the county road and the east line of the West half of said Fractional Section 18; thence along said east line, South 00 degrees 12 minutes 33 seconds West, 200.00 feet to the Point of Beginning. Containing 34.256 acres, more or less.



CHICAGO TITLE

N00°11'55"E 1869.06'

S00°12'08"W 891.00'



N89°16'31"W 962.07'

S00°12'33"W 800.00'

S89°37'55"E 708.58'

S00°12'33"W 230.11'

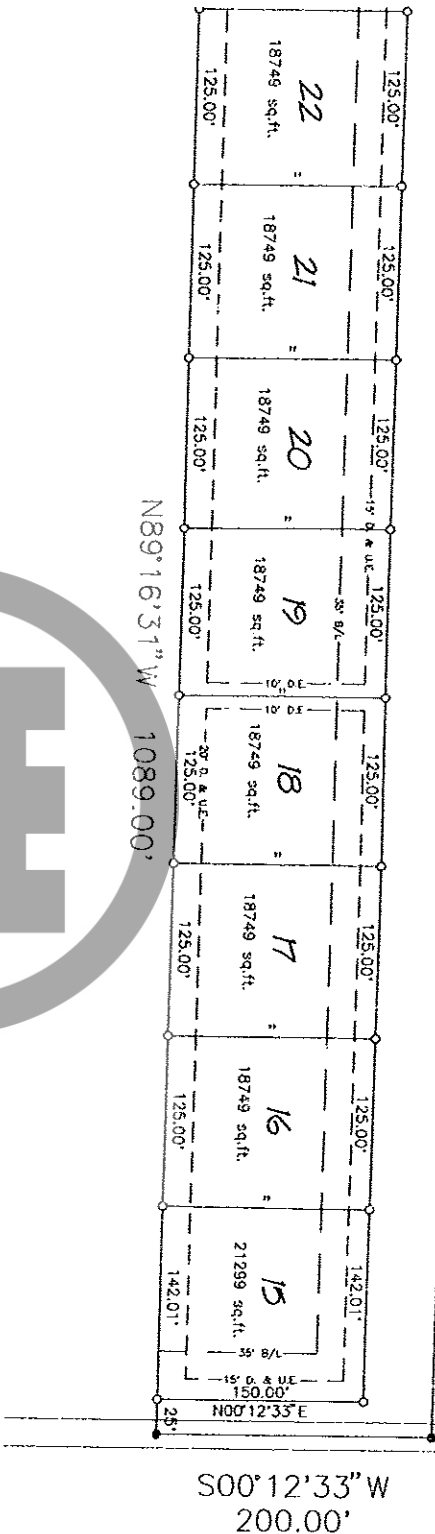
S00°27'20"W 173.19'

S00°27'20" W
173.19'

N88°23'34" W
41.00'

11.00'

S89°16'31" E 1089.00'



Curve Data Table

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	59.24'	75.00'	N22°50'17"E	57.71'
C2	45.68'	75.00'	N62°54'51"E	44.97'
C3	13.57'	75.00'	N85°32'35"E	13.55'
C4	58.57'	75.00'	S66°54'40"E	57.09'
C5	58.56'	75.00'	N22°10'13"W	57.09'
C6	39.04'	25.00'	S44°32'18"E	35.19'
C7	39.49'	25.00'	N45°28'01"E	35.31'
C8	16.94'	125.00'	S85°18'48"E	16.92'
C9	178.09'	125.00'	N40°36'59"W	165.49'
C10	117.02'	75.00'	N44°29'47"W	105.51'
C11	139.48'	125.00'	N32°09'58"E	132.36'
C12	83.69'	75.00'	N32°09'58"E	79.42'
C13	58.01'	125.00'	N77°25'45"E	57.49'
C14	9.28'	175.00'	N65°39'12"E	9.28'
C15	71.93'	175.00'	N78°56'56"E	71.43'
C16	26.03'	50.00'	N45°16'55"E	25.74'
C17	53.62'	50.00'	N00°21'06"W	51.08'
C18	51.10'	50.00'	S60°21'06"E	48.91'
C19	52.36'	50.00'	N60°22'05"E	50.00'



Scale: 1" = 100'

- Iron Pin "D&K 950001"
- Property Corner found
- & u.c. Drainage & Utility Easement
- e/v. Building Setback Line



Morgan Title
Surveying & Engineering

P.O. Box 1913
19 West Washington Street
Manchester, Indiana 46151
Phone: (765)342-3806

REVIEWED BY MORGAN
COUNTY AUDITOR'S OFFICE
20 day of August 1999

Green Meadow

Residential Development

RECEIVED FOR RECORD

Aug 20 1999

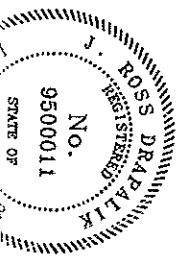
at 8:59 A.m.

Karen Rummel
MORGAN COUNTY RECORDER



CHICAGO TITLE

RTIFICATION: I, the undersigned, being a duly Registered Land Surveyor within the State of Indiana, do hereby certify that I have prepared the attached plat of Green Meadow, a residential development located in Green Township, Morgan County, Indiana, and that the information contained in said plat is accurate to the best of my knowledge and belief. The basis for this survey is the stake survey performed by Russ O. Holloway, Indiana Registered Land Surveyor No. S0530, on December 12, 1988, and being recorded on March 27, 1989, in Survey Record 1, page 38, in the office of the Recorder of Morgan County, Indiana.



J. Ross Drapalik

J. Ross Drapalik
Registered LS 9500011
State of Indiana
August 17, 1999

COVENANTS AND RESTRICTIONS

APPENDUM 1

We the undersigned, Alvin Arnold, Margaret Anne Arnold and R. Douglas Burns, all having an interest in all or portions of the real estate described on the attached "Exhibit A", do hereby certify that we have agreed to amend the *Covenants and Restrictions for Green Meadow* which were recorded on August 20, 1999, in Miscellaneous Record 159, pages 319-323 in the Office of the Recorder of Morgan County, Indiana.

The purpose of this Addendum is to amend paragraphs Three (3), Five (5), Eight (8), and Thirteen (13) of the *Covenants and Restrictions*, and to revise the original PLAT (hereinafter referred to as "ORIGINAL PLAT") which was recorded as an Exhibit to the *Covenants and Restrictions* in Miscellaneous Record 159, pages 319-323. The revised plat (hereinafter referred to "AMENDED PLAT") is attached hereto as "Exhibit B". The amendments to the *Covenants and Restrictions* are as follows:

3. **Utility Easements:** Areas, including access, designated as utility easements on the AMENDED PLAT are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except water distribution lines, which are expressly allowed, except by written permission of the tract owners at the time said transmission line is to be constructed.
5. **Fences:** All fences are to be erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction of any other property. Stockade or privacy fences shall be constructed of wood, chain link, brick or stone. Change link fence shall not be located any closer to the front tract of the line than the rear of the dwelling located on the tract. Fencing shall not exceed six (6) feet in height, and shall not be located any closer to the front tract line than the building setback lines as designated on the attached AMENDED PLAT. All fences shall be maintained in good repair.
8. **Parking & Storage of Vehicles and Boats:** No trucks, other than standard pick-up type; camper, trailers, recreational vehicles, boats greater than 19 feet in length, boat trailers, or similar vehicles (excepting temporary construction trailers being used in conjunction with work in progress) shall be parked on any street or tract for a period of more than forty-eight (48) hours unless such vehicles are stored within a garage or are placed on a concrete pad. No inoperative or unlicensed vehicles shall be parked or repaired on any tract or on the driveways thereof.
13. **Other Structures:** No more than one (1) out-building no larger than 24'x 36', or eight hundred sixty-four (864) square feet shall be erected on any tract. The construction of the out-building must conform with the appearance of the frame portion of the dwelling located on the tract. No sheet metal buildings are allowed.

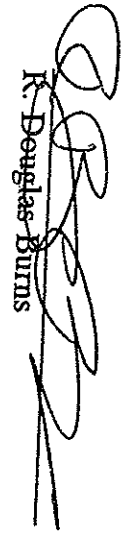
All easements and building set-back lines established by the ORIGINAL PLAT, and dedicated in paragraphs three (3), above, and paragraph four (4) of the *Covenants and Restrictions* are hereby extinguished. Easements and building set-back lines for Green Meadow are hereby established and re-dedicated as shown on, laid off and subdivided in accordance with the attached AMENDED PLAT.

All other provisions set forth in the *Covenants and Restrictions* for Green Meadow shall remain in full force and effect. Provisions amended herein shall remain in full force for the term set forth in the *Covenants and Restrictions*.

In witness whereof, the undersigned have set their hands and seals this 31 day of December, 1999.


Alvin Arnold

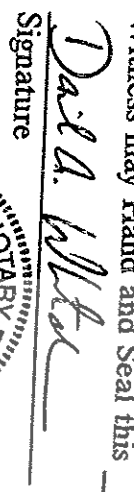

Margaret Anne Arnold

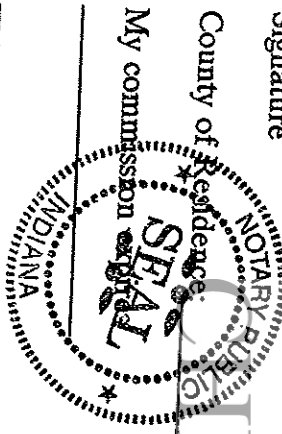

R. Douglas Burns

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alvin Arnold, Margaret Anne Arnold and R. Douglas Burns, and acknowledged the execution of the attached Addendum to the *Covenants and Restrictions* of Green Meadow.

Witness my Hand and Seal this 31 day of December®, 1999.


Signature



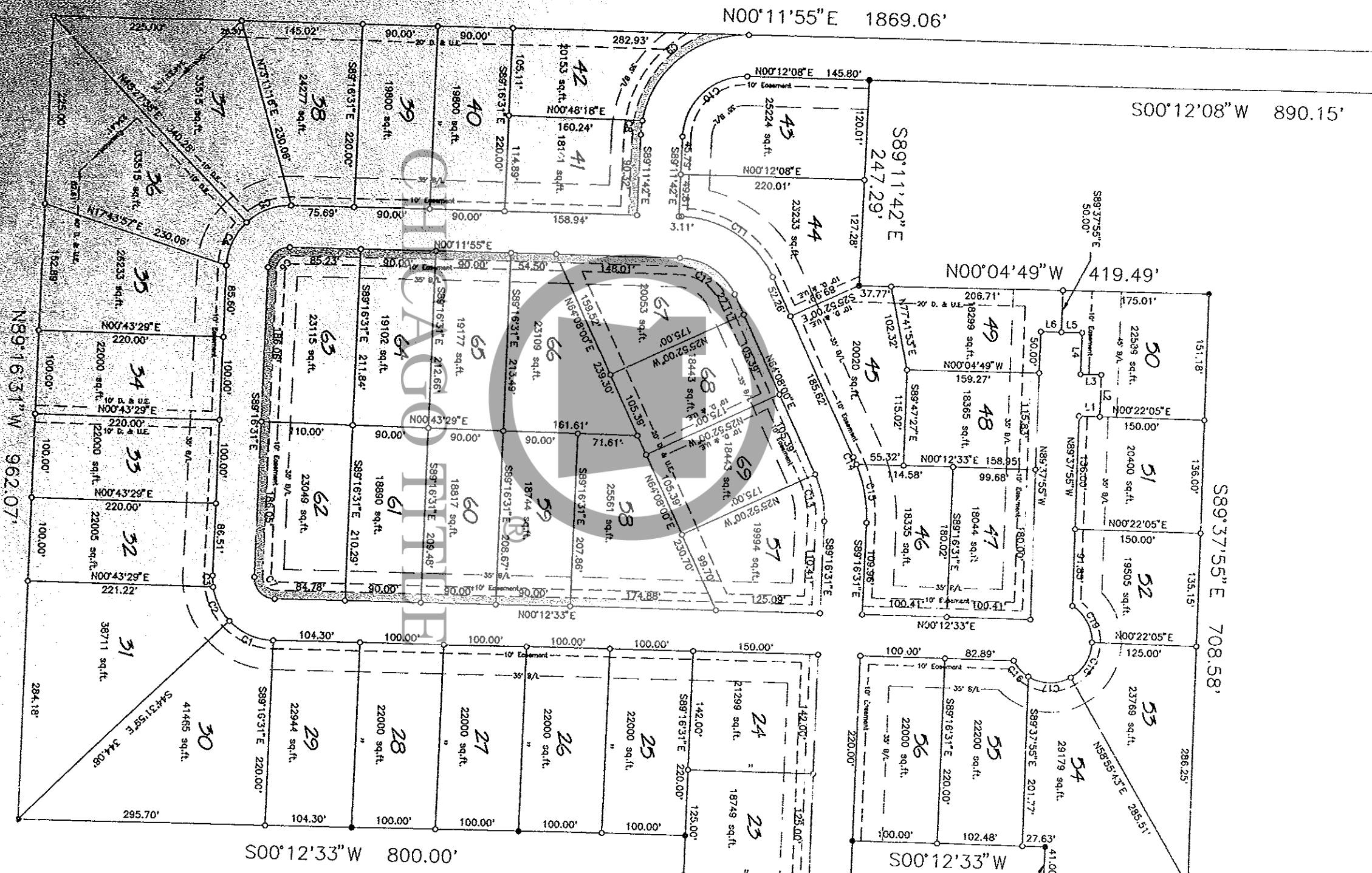
County of Residence: MORGAN Printed DAVID A. WHITAKER
My commission expires: 09-02-2007 Morgan County Resident
My commission expires: 09-02-2007

This document are prepared by John G. Marvel, Attorney at Law

“EXHIBIT A”

LEGAL DESCRIPTION: A part of the West half of the Southeast quarter and a part of the Southwest quarter of Fractional Section 18, Township 12 North, Range 2 East, Morgan County, Indiana, being described as follows:

Commencing at a stone found in place which marks the Southwest corner of the above-captioned West half; thence South 89 degrees 16 minutes 31 seconds East (assumed bearing) with the South line of said West half 1336.02 feet to an iron spike in the mean center of the county road which marks the accepted Southeast corner of the West half; thence North no degrees 12 minutes 33 seconds East with the mean center of the county road and the East line of the West half 1585.90 feet to an iron spike and the POINT OF BEGINNING of this description; thence North 89 degrees 16 minutes 31 seconds West, 1089.00 feet to an iron pin; thence South 00 degrees 12 minutes 33 seconds West, 800.00 feet to an iron pin; thence North 89 degrees 16 minutes 31 seconds West, 962.07 feet to an iron pin; thence North 00 degrees 11 minutes 55 seconds East, 1869.06 feet to an iron spike in the county road and the north line of the Southwest Quarter of said Fractional Section 18; thence along said north line, South 89 degrees 37 minutes 35 seconds East, 50.26 feet to an iron spike; thence South 00 degrees 12 minutes 08 seconds West, 890.15 feet to an iron pin; thence South 89 degrees 11 minutes 42 seconds East, 247.29 feet to an iron pin; thence North 00 degrees 04 minutes 49 seconds West, 419.49 feet to an iron pin; thence South 89 degrees 37 minutes 55 seconds East, 708.58 feet to an iron pin; thence South 00 degrees 27 minutes 20 seconds West, 173.19 feet to an iron pin; thence North 88 degrees 23 minutes 34 seconds West, 41.10 feet to an iron pin; thence South 00 degrees 12 minutes 33 seconds West, 230.11 feet to an iron pin; thence South 89 degrees 16 minutes 31 seconds East, 1089.00 feet to an iron spike in the mean center of the county road and the east line of the West half of said Fractional Section 18; thence along said east line, South 00 degrees 12 minutes 33 seconds West, 200.00 feet to the Point of Beginning. Containing 34.256 acres, more or less.



N00°11'55"E 1869.06'

S00°12'08"W 890.15'

N89°16'31"W 962.07'

S00°12'33"W 800.00'

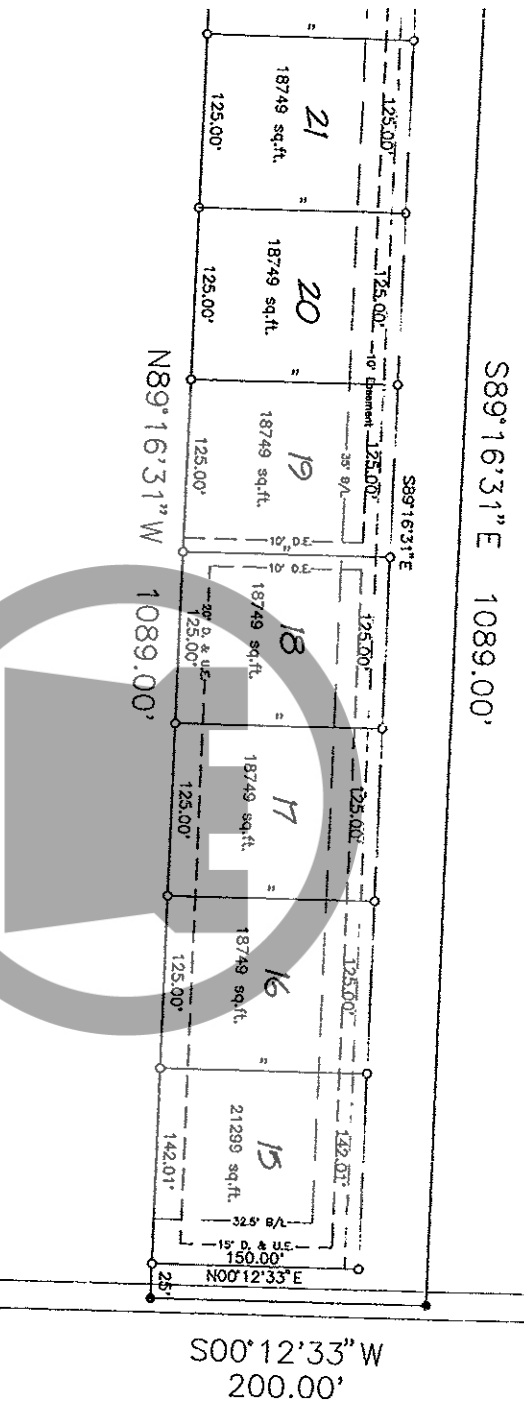
S00°12'33"W

S89°37'55"E 708.58'

S89°11'42"E 247.29'

N00°04'49"W 419.49'

2'3"34" W
1.00'



Curve Data Table

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	59.24'	75.00'	N22°50'17"E	57.71'
C2	45.68'	75.00'	N62°34'51"E	44.97'
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C4	58.57'	75.00'	S66°54'40"E	57.09'
C5	39.04'	25.00'	N22°10'18"E	37.09'
C6	39.04'	25.00'	S44°32'18"E	35.19'
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C17	53.62'	50.00'	N00°21'06"W	51.08'
C18	51.10'	50.00'	S60°21'06"E	48.91'
C19	52.36'	50.00'	N80°22'05"E	50.00'

Line Data Table

LINE	DIRECTION	DISTANCE
L1	N00°22'05"E	25.00'
L2	N89°37'55"W	50.00'
L3	S00°22'05"W	25.00'
L4	N89°37'55"W	50.00'
L5	S00°04'49"E	25.00'
L6	S00°04'49"E	25.00'

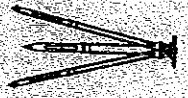
- Iron Pin "DS&E 9500011"
- Property Corner found
- D. & U.E. Drainage & Utility Easement
- Easement exclusive to Electric, Telephone, & Cable T.V.
- 10' Easement exclusive for Water Line
- 8/1 Building Setback Line

Scale: 1" = 100'

CHICAGO TITLE

Dynalite Surveying & Engineering

P.O. Box 1913
19 West Washington Street
Martinsville, Indiana 46151
Phone: (765)342-3806



1900
20001844

Book 160 Page 804

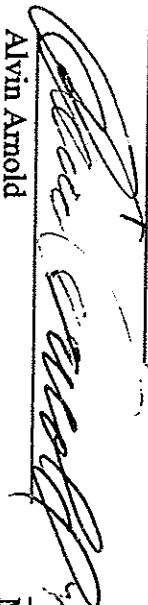
COVENANTS AND RESTRICTIONS
ADDENDUM 2

We the undersigned, Alvin Arnold, Margaret Anne Arnold and R. Douglas Burns, all having an interest in all or portions of the real estate described on the attached "Exhibit A", do hereby certify that we have agreed to a second amendment to the *Covenants and Restrictions for Green Meadow* which were recorded on August 20, 1999, in Miscellaneous Record 159, pages 319-323 in the ~~Office of the Recorder of Morgan County, Indiana, and which were amended by~~ *Addendum 1* recorded in Miscellaneous Record 160, page 506-509.

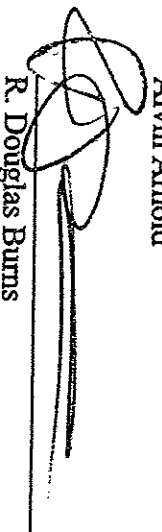
The purpose of this Addendum 2 is to extinguish all easements and building set-back lines established by the *Covenants and Restrictions* and the *Addendum 1*, and the Original Plat and Amended Plat attached thereto. All easements and building set-back lines established in the *Covenants and Restrictions* and the *Addendum 1*, and the Original Plat and Amended Plat attached thereto are hereby extinguished. Easements and building set-back lines for *Green Meadow* are hereby established and re-dedicated as shown on, laid off and subdivided in accordance with the Amended Plat 2, attached hereto as Exhibit B.

All other provisions set forth in the *Covenants and Restrictions*, and *Addendum 1 for Green Meadow* shall remain in full force and effect. Provisions in the *Covenants and Restrictions*, and *Addendum 1* pertaining to, or referencing directly or indirectly easements and building set-back lines on the Original Plat or Amended Plat shall be interpreted hereafter to apply to easements and building set-back lines established by the attached Amended Plat 2.

In witness whereof, the undersigned have set their hands and seals this 14 day of February, 2000.


Alvin Arnold


Margaret Anne Arnold


R. Douglas Burns

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alvin Arnold, Margaret Anne Arnold and R. Douglas Burns, and acknowledged the execution of the attached Addendum 2 to the *Covenants and Restrictions of Green Meadow*.

Witness my Hand and Seal this 14 day of February, 2000.

Signature [Handwritten Signature]

Stacey E. Evans
Printed

County of Residence: Monroe

My commission expires
2/24/01



This document are prepared by John G. Marvel, Attorney at Law



CHICAGO TITLE

“EXHIBIT A”

LEGAL DESCRIPTION: A part of the West half of the Southeast quarter and a part of the Southwest quarter of Fractional Section 18, Township 12 North, Range 2 East, Morgan County, Indiana, being described as follows:

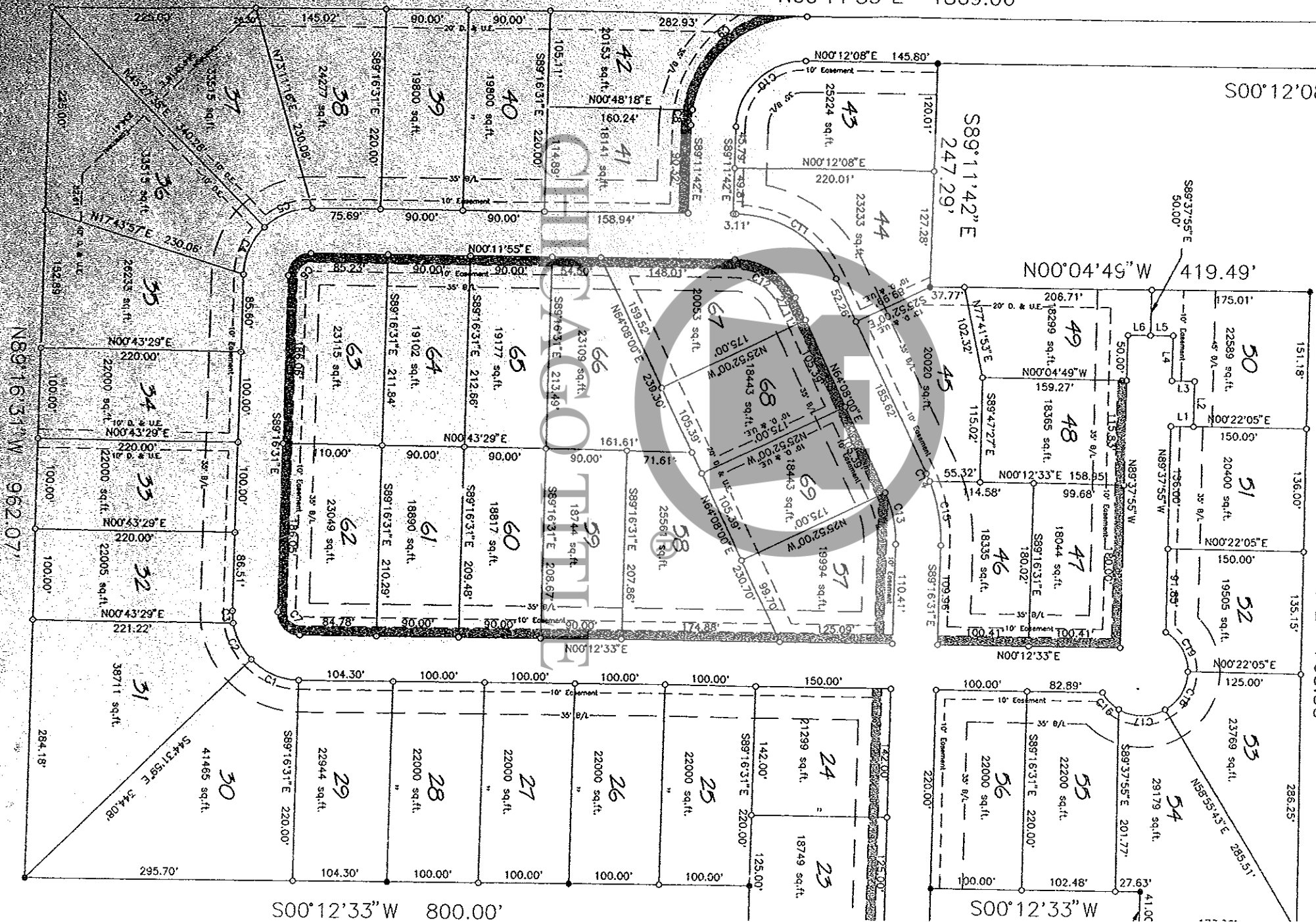
Commencing at a stone found in place which marks the Southwest corner of the above-captioned West half, thence South 89 degrees 16 minutes 31 seconds East (assumed bearing) with the South line of said West half 1336.02 feet to an iron spike in the mean center of the county road which marks the accepted Southeast corner of the West half; thence North no degrees 12 minutes 33 seconds East with the mean center of the county road and the East line of the West half 1585.90 feet to an iron spike and the POINT OF BEGINNING of this description; thence North 89 degrees 16 minutes 31 seconds West, 1089.00 feet to an iron pin; thence South 00 degrees 12 minutes 33 seconds West, 800.00 feet to an iron pin; thence North 89 degrees 16 minutes 31 seconds West, 962.07 feet to an iron pin; thence North 00 degrees 11 minutes 55 seconds East, 1869.06 feet to an iron spike in the county road and the north line of the Southwest Quarter of said Fractional Section 18; thence along said north line, South 89 degrees 37 minutes 35 seconds East, 50.26 feet to an iron spike; thence South 00 degrees 12 minutes 08 seconds West, 890.15 feet to an iron pin; thence South 89 degrees 11 minutes 42 seconds East, 247.29 feet to an iron pin; thence North 00 degrees 04 minutes 49 seconds West, 419.49 feet to an iron pin; thence South 89 degrees 37 minutes 55 seconds East, 708.58 feet to an iron pin; thence South 00 degrees 27 minutes 20 seconds West, 173.19 feet to an iron pin; thence North 88 degrees 23 minutes 34 seconds West, 41.10 feet to an iron pin; thence South 00 degrees 12 minutes 33 seconds West, 230.11 feet to an iron pin; thence South 89 degrees 16 minutes 31 seconds East, 1089.00 feet to an iron spike in the mean center of the county road and the east line of the West half of said Fractional Section 18; thence along said east line, South 00 degrees 12 minutes 33 seconds West, 200.00 feet to the Point of Beginning. Containing 34.256 acres, more or less.



CHICAGO TITLE

N00°11'55"E 1869.06'

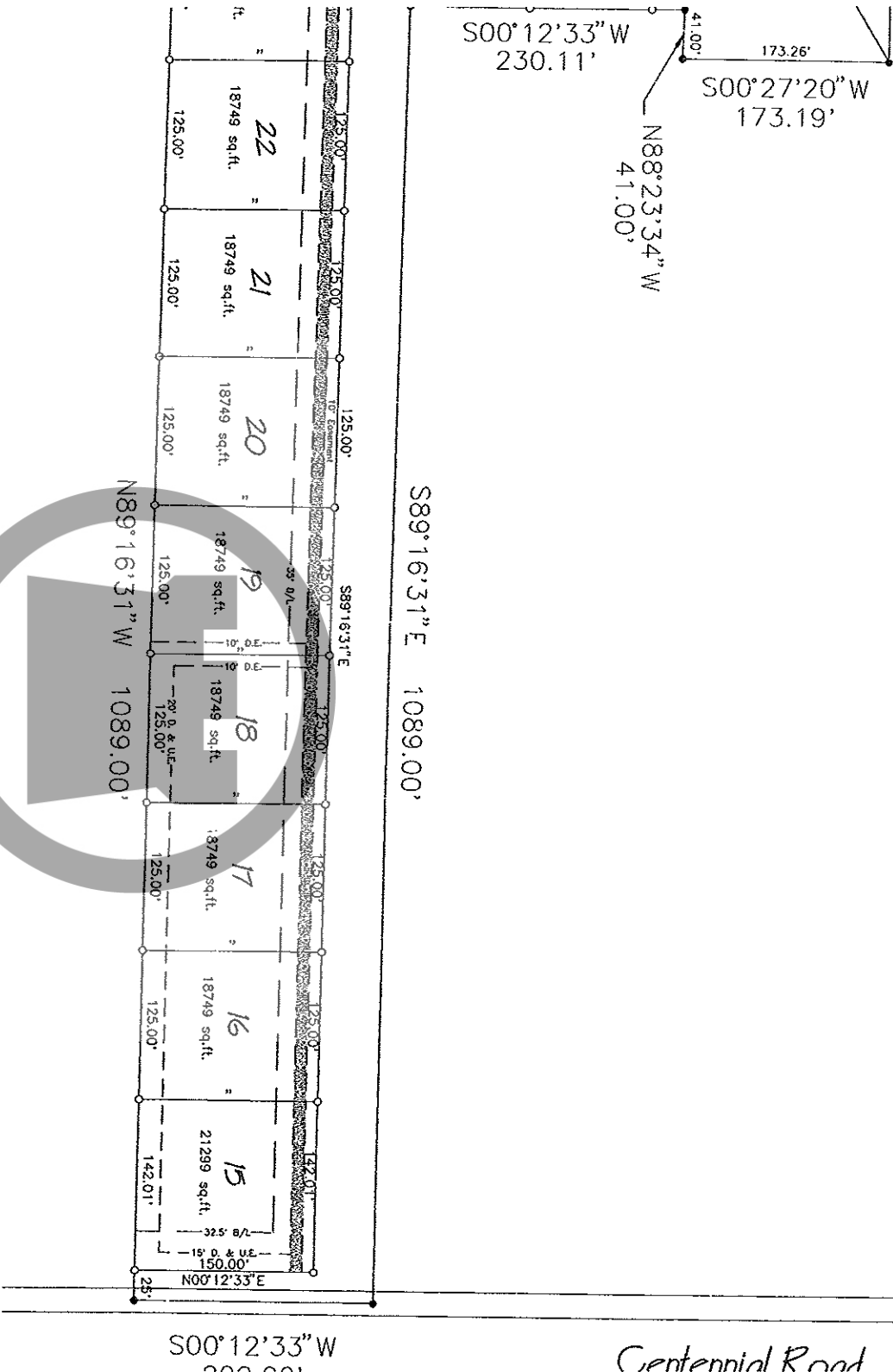
S00°12'08"W 890.15'



S00°12'33"W 800.00'

S89°37'55"E 708.58'

S00°12'33"W



Curve Data Table

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	59.24'	75.00'	N22°50'17"E	57.71'
C2	45.68'	75.00'	N62°54'51"E	44.97'
C3	13.57'	75.00'	N85°32'35"E	13.55'
C4	58.57'	75.00'	S66°54'40"E	57.09'
C5	58.56'	75.00'	N22°10'13"W	57.09'
C6	39.04'	25.00'	S44°32'18"E	35.19'
C7	39.49'	25.00'	N45°28'01"E	35.51'
C8	16.94'	125.00'	S85°18'48"E	16.92'
C9	178.09'	125.00'	N40°36'59"W	163.40'
C10	117.02'	75.00'	N44°29'47"W	105.51'
C11	139.48'	125.00'	N32°09'58"E	132.36'
C12	83.69'	75.00'	N52°09'58"E	79.42'
C13	58.01'	125.00'	N77°25'45"E	57.49'
C14	9.28'	175.00'	N65°39'12"E	9.28'
C15	71.93'	50.00'	N78°56'56"E	71.43'
C16	26.03'	50.00'	N45°16'55"E	25.74'
C17	53.62'	50.00'	N00°21'06"W	51.08'
C18	51.10'	50.00'	S60°21'06"E	48.91'
C19	52.36'	50.00'	N60°22'05"E	50.00'

Line Data Table

LINE	DIRECTION	DISTANCE
L1	N00°22'05"E	25.00'
L2	N89°37'55"W	50.00'
L3	S00°22'05"W	25.00'
L4	N89°37'55"W	50.00'
L5	S00°04'49"E	25.00'
L6	S00°04'49"E	25.00'

Scale: 1" = 100'

- Iron Pin "DS&E 9600011"
- Property Corner found
- & UE Drainage & Utility Easement
- Easement exclusive to Electric, Telephone, & Cable T.V.
- 10' Easement exclusive for Water Line
- / Building Setback Line

Dynalite Surveying & Engineering
 P.O. Box 1913
 19 West Washington Street
 Martinsville, Indiana 46151
 Phone: (765)342-3806

18 pages
20

(4)

CROSS REF: MISC. 159, PAGE 319
MISC. 160, PAGE 506
MISC. 160, PAGE 804

DEDICATION

This Dedication is entered into this 8th day of November, 2004, and arises out of the following circumstances:

A. The Undersigned owned certain real estate located in Morgan County, Indiana, which was platted as follows:

Plat of Green Meadow, recorded in Miscellaneous Record 159, pages 319-323, Addendum 1 recorded in Miscellaneous Record 160, pages 506-509 and Miscellaneous Record 160, pages 804-807.

(the ~~Plat~~) See Exhibit A

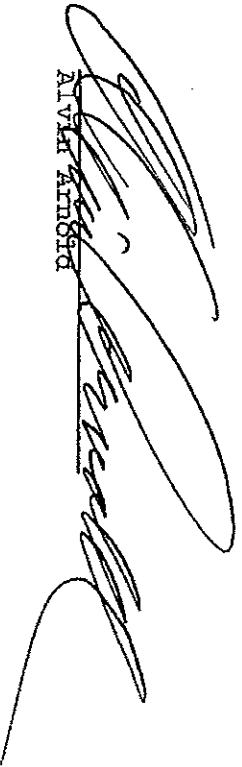
B. Due to inadvertence, the undersigned failed to dedicate the streets depicted on ~~the Plat~~ to the public. (R)

Exh.b: 4A

NOW, THEREFORE, the undersigned, inconsideration of the dedication of the streets to the public, and each intending to be legally bound, state as follows:

1. The above recitations are true and are hereby incorporated into this dedication by reference thereto.

2. All streets shown on the Plat and not heretofore dedicated are hereby dedicated to the public and the County of Morgan, written. Executed as of the day and year above first above


ALVIN ALMSIDA



MORGAN COUNTY RECORDER
KAREN BRUMMETT
CSD Date 03/14/2005 Time 10:22:50 4P
RECORDING: 20.00
I 200503057 Page 1 of 4

STATE OF INDIANA

COUNTY OF Morgan

Before me, a Notary Public in and for the said County and State, personally appeared ALVIN ARNOLD, who acknowledged the execution of the foregoing Instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 24th day of NOVEMBER, 2004.

My Commission Expires:

Glenda J. Peden
Notary Public
Residing in _____ County



Instrument prepared by: Wade R. Nichols, Attorney at Law,
Morgan and Associates, Inc., 540 Westfield Road, Noblesville,
Indiana 46060

CHICAGO TITLE

Exhibit A
PARCEL 11

An easement for the purpose of ingress and egress, for benefit of Parcel I, as created by Warranty Deed dated August 3, 1999 and recorded August 4, 1999, in Deed Record 424, page 882-893, and granted in a Warranty Deed dated February 16, 2000, and recorded February 18, 2000 in Deed Record 429, pages 748-752, over and across the following real estate in Morgan County, Indiana:

An unobstructed easement for ingress, egress, and the installation, use, maintenance and repair of the various utilities, being located in a part of the west half of the Southeast quarter and a part of the Southwest quarter of Fractional Section 18, Township 12 North, Range 2 East, Morgan County, Indiana, being described as follows:

Commencing at a stone found in place which marks the Southwest corner of the above captioned West half; thence South 89 degrees 16 minutes 31 seconds East (assumed bearing) with the

CHICAGO TITLE®

EXHIBIT A - CONT'D

31 seconds East, 372.11 feet; thence Northeasterly, 118.48 feet along a tangent curve to the left having a radius of 75.00 feet, said curve being subtended by a chord bearing North 45 degrees 28 minutes 01 second East, 106.54 feet; thence North 00 degrees 12 minutes 33 seconds East, 654.31 feet; thence North 89 degrees 16 minutes 31 seconds West, 50.00 feet; thence South 00 degrees 12 minutes 33 seconds West, 654.76 feet; thence Southwesterly, 39.49 feet along a tangent curve to the right having a radius of 25.00 feet, said curve being subtended by a chord bearing South 45 degrees 16 minutes 01 second West, 35.51 feet; thence North 89 degrees 16 minutes 31 seconds West, 372.11 feet; thence Northwesterly, 39.04 feet along a tangent curve to the right having a radius of 25.00 feet, said curve being subtended by a chord bearing North 44 degrees 32 minutes 18 seconds West, 35.19 feet; thence North 00 degrees 11 minutes 55 seconds East, 467.75 feet; thence Northeasterly, 83.69 feet along a tangent curve to the right having a radius of 75.00 feet, said curve being subtended by a chord bearing North 32 degrees 09 minutes 58 seconds East, 79.42 feet; thence North 64 degrees 08 minutes 00 seconds East, 237.89 feet; thence Easterly, 58.01 feet along a tangent curve to the right having a radius of 125.00 feet, said curve being subtended by a chord bearing North 77 degrees 25 minutes 45 seconds East, 57.49 feet; thence South 89 degrees 16 minutes 31 seconds East, 1444.42 feet; thence South 00 degrees 12 minutes 33 seconds West, 150.00 feet; thence South 89 degrees 16 minutes 31 seconds East, 25.00 feet to the point of Beginning. Containing 6.384 acres, more or less.

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

MAR 14 2005

Mae Cooper
Auditor, Morgan County