

13.00/
9804741

BOOK 151 PAGE 550

POPLAR GROVE LAKE ESTATES

Covenants and Restrictions

November 19, 1996

Survey Bk 5, Pg 360

The following restrictions, covenants, provisions, and conditions shall apply to this plat for the mutual benefit of all parcel (lot) owners, and the same are hereby dedicated to be covenants which shall run with the land and shall be enforced by anyone or more of the parcel (lot) owners of the real property set out in this plat:

1. That utility easements shown on said plat are reserved for the public utility companies, not including transportation companies, for the installation of lines, ducts, gas or water mains or laterals and sewers, electric lines and phone lines. No permanent structures shall take their title subject to the rights of public utilities and subject to the rights of the owners of the other parcels (lots) included within the boundary of lands shown on this plat. This provision shall be applicable to private utilities such as sewer or water in the event these services are offered. Should at some future time sanitary sewers and public water be available then each parcel shall be connected to the sanitary sewer and public water, the cost to be paid by the parcel owner.
2. All dwellings shall be a minimum of 1600 square feet of living area, exclusive of porches, garages and basements. If a multi-story house is constructed the ground floor must contain a minimum of 1,000 square feet.
3. All dwellings shall be an onsite constructed structure, constructed upon a cast-in-place concrete footing with concrete block foundation or a basement constructed of concrete block or cast-in-place concrete.
4. All dwellings shall have roofs of asphalt, fiberglass or shake shingles. Construction of any structure, including dwellings, garages, barns, etc. must be completed within one (1) year of the time construction is started.
5. Cows, pigs, sheep, goats and chickens are prohibited. Horses or ponies may be kept on parcels which have and area of five acres or greater. However, no more than three horses or ponies, or combination of horses and ponies, will be allowed for each five (5) acre parcel.
6. No dumping of refuse, garbage, or other types of unsightly debris will be allowed. Exposed storage of any type of materials, supplies or equipment, except during construction of structures, is prohibited. No unlicensed or inoperable vehicles, boats, trailers or motor homes shall be kept on any parcel. No junk, excess building materials, or other types of materials shall be stored or maintained on any parcel.
7. Access easements as shown on the plat of survey are for construction, repair and maintenance of the roadways and associated drainage and the installation of mailboxes. The cost of the roadway and drainage maintenance and repair shall be borne by each

parcel owner on a share and share alike basis. The owners, of parcels who adjoin the roadways, shall vote annually, on the first Tuesday of April of each year, or any other agreed date, on the type and amount of maintenance to be performed and the assessment to be paid for each parcel owned. A simple majority of those voting shall rule, provided all parcels owners were notified of the date, time, and place of the roadway maintenance meeting, by certified mail at the current address listed in the records of the Morgan County Auditors office, at least thirty days in advance of the meeting date. At the first meeting the owners shall elect an individual to collect the monies and pay out the same for repair and maintenance of the roadway and for cost of notification of any required meetings.

8. A parcel may be divided to create two building sites. However, each parcel must be one acre or greater in area. Further, the owner of the additional parcel so created shall have the same rights and obligations for roadway maintenance and repair, and takes their title subject to these covenants and restrictions, the same as the original parcel owners.

9. Grass or other type of ground cover shall be maintained over the entire area of each parcel where possible. Each parcel shall be mowed a minimum of once a year.

10. Road Association dues are \$20.00 a month per lot parcel owner and should be paid in full to the current Treasurer. If a lot parcel becomes three months delinquent in their Association dues, then their voting rights will be suspended and a lien shall be placed upon their parcel. Voting privileges will be reinstated and the lien removed as soon as the dues are in good standings.

11. The right to enforce these restrictions, covenants, provisions and conditions shall be by injunction together with a right to cause the removal by due process of law any structure erected or maintained in violation of any of the above restrictions, covenants, provisions and conditions is hereby reserved to the owner and is dedicated to the several owners of the parcels (lots) as presently shown, or as may be created in the future, within the boundary of the land included in this plat. (R)

12. Owners of parcels which include any portion of the lake shall be responsible for maintenance and repair of the dam and lake on a share and share alike basis. The owner of each lake parcel shall have one vote on matters concerning the lake maintenance and repair. A simple majority of those voting shall rule, provided all lake parcel owners were notified of the date, time and place of the vote, by certified mail at the current address listed in the records of the Morgan County Auditors Office, at least thirty days in advance of the meeting date.

13. These covenants and restrictions do not apply to Parcels Number Eight (8), Nine (9), and Ten (10) which are exempt from any and all of the covenants and restrictions herein stated, except from maintenance of the roadway to be constructed on Easement Number One (1). However, if the owners of Parcels Number 8, 9, and 10 do not use any portion of the roadway, on said easement, for access, then they are also exempt from any cost of maintenance or repair.

STATE OF INDIANA
SS.
COUNTY OF MORGAN

Before me, Mary L. Allen, personally appeared

David R. Murphy, current President of Poplar Grove Lake Estates Association, who being voted his office by members of the association, execution the revision of our Covenants and Restrictions approved November 19, 1996.

Witness my hand and Notarial Seal the, this 31st day of March 1998.

Mary Lee Allen
Notary Public, MARY LEE ALLEN
Morgan County, Indiana

My Commission Expires:
4-23-00

This instrument was prepared by David R. Murphy, President of Poplar Grove Lake Estates Association.

David R. Murphy
David R. Murphy
President

RECEIVED FOR RECORD
31 1998
12:24 P.
Shobie Hixett
MORGAN COUNTY RECORDER

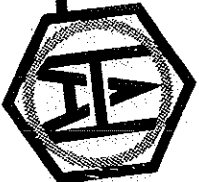
CHICAGO TITLE

0011

9606431

HOLLOWAY AND ASSOCIATES LAND SURVEYING AND ENGINEERING

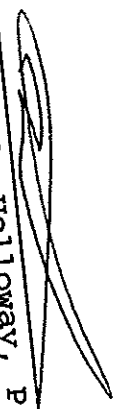
ROSS HOLLOWAY, P.L.S., P.E.

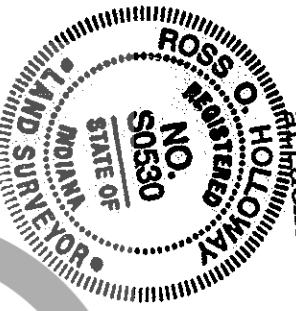


AFFIDAVIT FOR REVISION OF DESCRIPTION
INDIANA REGISTERED LAND SURVEYOR NUMBER S0530,

I, Ross O. Holloway, Indiana Registered Land Surveyor Number S0530, hereby state and affirm the following:

1. That, the survey and plat for **POPLAR GROVE LAKE ESTATES**, Indiana was I prepared under my direct supervision and that I personally certified the plat as recorded in Survey Record 3, Page 526.
2. That said recorded plat is being revised as to the location of Access and Utility Easement Number Two (2).
3. That the new location is as per the description attached hereto as Exhibit "A".

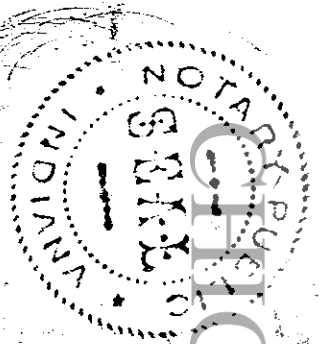

ROSS O. HOLLOWAY, P.L.S.



State of Indiana
County of Morgan
Before me, the undersigned, a Notary Public, personally appeared Ross O. Holloway, and acknowledged the above statements to be correct facts of survey and that this instrument is his voluntary act and deed.
Witness my Hand and Seal this 15th day of May, 1996.


signed Notary Public

TELESA L MOORE
Printed or Typed



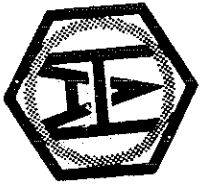
resident of Morgan County.

My Commission Expires: 4-13-98

This instrument prepared by Ross O. Holloway.

P.O. BOX 234
MOORESVILLE, INDIANA 46158

PHONE
FAX:



Holloway & Associates
Professional Corporation
Land Surveying & Engineering

EXHIBIT "A"

REVISED DESCRIPTION OF ACCESS AND UTILITY
EASEMENT NUMBER TWO (2)
POPULAR GROVE LAKE ESTATES

An access and utility easement, being fifty (50) feet in width, twenty-five (25) feet on each side of centerline, lying in the West Half of the Northeast Quarter of Section 8, Township 13 North, Range 2 East, Morgan County, Indiana, said centerline described as follows:

Commencing at a stone, in the county road, which marks the southeast corner of the above captioned West Half; thence North no degrees 03 minutes 39 seconds East (assumed bearing), with the east line of said West Half, 1334.71 feet to a stone which marks the northeast corner of the Southwest Quarter of the Northeast Quarter, thence South 88 degrees 36 minutes 08 seconds West, with the north line of the Southwest Quarter of the Northeast Quarter, 448.14 feet to an iron pin (for reference an iron pin was found North 60 degrees 17 minutes West 4.11 feet); thence North no degrees 03 minutes 39 seconds East 1088.86 feet to an iron spike 40 degrees 46 minutes 14 seconds East 193.81 feet to an iron pin, being in State Highway No. 144; thence, with said highway, North 52 degrees 07 minutes 43 seconds West 144.12 feet to a point, being the beginning point of Access and Utility Easement Number 20 thence with the centerline of Access and Utility Easement 43 minutes 08 seconds West 370.67 feet to the east line of a certain 8.000 acre parcel and the terminus of the easement.

The above-described Access and Utility Easement Number Two (2) is a revised version of the same Access and Utility Easement Number Two (2) as shown on the plat of Popular Grove Lake Estates, said plat recorded in Survey Book 3, page 526. I hereby certify that this description was prepared by me on March 21, 1996 at the request of our client, Mr. Robert Holland.

Client: Robert Holland
Dated: March 21, 1996
File No.: 119-96 (Ref: 103-93)

RECEIVED FOR RECORD
May 15 1996
9:00 A
Shirley Hines
MORGAN COUNTY RECORDER

P.O. BOX 234
MOORESVILLE, INDIANA 46158

PHONE: 317-83
FAX: 317-83

RIGHT-OF-WAY EASEMENT

This Indenture witnesseth, that the undersigned, hereinafter referred to as "Grantor", for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant SOUTH CENTRAL INDIANA RURAL ELECTRIC MEMBERSHIP CORPORATION, hereinafter referred to as "Grantee", its successors or assigns, the right and easement to enter and/or continue upon the following described real estate:

A tract of approximately 5 acres situated in the 13 quarter of the 2E quarter of Section 8 in Township 36N Range 2E East. in Morgan County, Indiana more commonly known as Lot 1 Poplar Grove Est. (Survey 36N 2E)

and to place, construct, reconstruct, relocate, rephase, remove, repair, operate, and maintain on or under the above-described real estate and/or in, upon, or under all streets, roads, or highways abutting said real estate, an electric transmission and/or distribution line or system (including increasing line capacity and changing or adding transmission or distribution lines); to cut, trim, eradicate, and control the growth by chemical means, machinery, or otherwise, of trees and shrubbery located within 85 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of growth or other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); and to license, permit, or otherwise agree to the joint use of occupancy of the line or system by any other person, association, or corporation, for electrification or communication purposes.

In accordance with IND. CODE S 32-5-2-2, the foregoing easement is being created from real estate deced to Grantor as described in Deed Record 409 page(s) 409 date April 19 1999

This grant also includes a right of access to and from said real estate and Grantee's right-of-way for the purpose of connecting any part of said system to or from said property with Grantee's system to or from any other property on or coming on said system.

This easement includes such additional rights of use and occupancy as shall be necessary for the use, maintenance, and operation of Grantee's system on said right-of-way, including but not limited to anchors, guy wires, supporting poles, or structures and the like as they were originally constructed or may hereafter be constructed.

Grantor agrees that all poles, wires, cables, and other facilities, including any main service entrance equipment installed on or below the above-described real estate at Grantee's expense shall remain the property of Grantee, removable at its option upon termination of service to or on said real estate.

Grantor covenants that Grantor is the owner of the real estate on which this easement is granted and that said real estate is free and clear of any encumbrances, liens, or interest which would nullify this grant of easement. Should this covenant be violated, the undersigned shall indemnify and hold harmless Grantee for any liabilities or costs it may incur as a result.

Grantor further covenants that Grantor has good right and authority to grant and convey the foregoing easement; Grantor guarantees the quiet possession thereof and covenants that Grantor will warrant and defend Grantee's title to the right-of-way and easement hereby granted against all persons.

IN WITNESS WHEREOF, this easement is signed as of the 19th day of April 1999

Grantor's Signature

Matthew Bailey
Grantor's Name (Typed/Printed)

STATE OF INDIANA

COUNTY OF Morgan)
) SS:

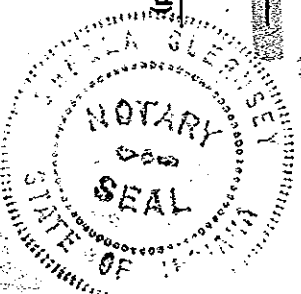
Before me, the undersigned notary public in and for said county and state, personally appeared Matthew Bailey the above identified Grantor, who acknowledged execution of the foregoing easement.

My Commission Expires 11/17/99

County of Residence Morgan

Grantor's Signature

Michelle Bailey
Grantor's Name (Typed/Printed)



Shelia Queznee
Notary Public

Notary's Name (Typed or Printed)

This Instrument prepared by Peter L. Gorenzky, PARR, RICHEY, OBREMSKEY & MORTON, Attorney at Law, Lebanon, Indiana, and Michelle Bailey of South Central Indiana REMC.

RECEIVED FOR RECORD

April 19 1999

at 10:26 P.M.

Pam Burnham
MORGAN COUNTY RECORDER

POPLAR GROVE LAKE

LOT 5A

CHICAGO TITLE

N 87°19'19" E - 442.04
301.58

140.46

200.00

S 78°41'41" E - 471.97
271.97

N 88°36'08" E - 1352.78

Parcel 5C
1.544 Ac. ±

Parcel 5B
1.889 Ac. ±

50 FT. WIDE
ACCESS & UTILITY EASE.
S 88°22'44" W - 707.19

1. PIN FND.
AT BASE OF
COR. POST
N 60°17' W
4.11

S 01°37'16" E
256.30

S 01°37'16" E
214.15

S 59°16'40" E - 286.57
N 59°16'50" W
287.82

Parcel 4D
5.000 Ac. ±

157.06

335.37

200.00

N 88° 22'44" E - 384.84

N 88°22'44" E - 507.19

Parcel 4C
1.200 Ac. ±

Parcel 4B
1.200 Ac. ±

N 86°00'00" W
67.00

N 60°34'55" W
205.77

453.68

S 88°22'44" W - 897.00

231.51

S 01°37'16" E - 225.78

236.83

50 FT. WIDE
UTILITY EASE.

S 00°00'00" W - 1340.70
93.94
270.06
1340.70

PIPE SET
PREVIOUS H&A SURVEY
DATED 6/21/1993
1/4" COR., SW-QA,
1/4" IE-QA

LI

N 04°18'49" W
212.07

S 04°19'05" E - 226.00

POPLAR GROVE LAKE