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upon each numbered tract having the right to one vote (in the event that any of the above numbered tracts are subdivided, in the event tract as shown in this plat shall still be allotted only one vote) with the majority being represented by 51% of the tracts. If a majority cannot be reached, then the parties agree to have the matter resolved by arbitration, with each tract appointing one arbitrator and the majority of the arbitrators to reach a decision as to what repairs shall be done and in what manner and expense.

COVENANTS AND RESTRICTIONS

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 any one 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, ris of water mains or laterals and sewers, electric lines and power lines. No permanent structures shall be maintained upon said utility strips. All owners 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.
2. All dwellings shall be a minimum of 1,400 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 1000 square feet.
3. All dwellings shall be 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, bars etc. must be completed within one (1) year of the time construction is started.
5. 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.
7. 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 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.

This declaratory statement of uses, limitations, restrictions, covenants, maintenance agreement, and grant of right-of-way is to run with the land and is hereby so dedicated and executed this _____ day of _____, 1991.

GRANTORS:

JOHN H. MOORE
RAYMOND MARKSBARRY
Subscribed and sworn to before me this _____ day of _____, 1991.

Notary Public
Printed
Resident of _____ County

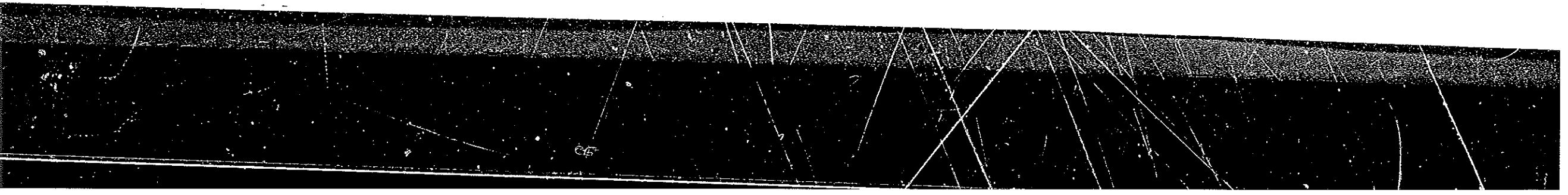
My Commission Expires: _____

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1991

PT. OF THE NE 1/4 AND PT. NE 1/8 OF THE SE 1/4, SEC. 16, T13N, R2E, MORGAN CO., IN.
JOHN H. MOORE & RAYMOND MARKSBARRY
 HOLLOWAY LAND SURVEYING
 MARTINSVILLE, IN. 46151

SCALE 1"=200'
 DRAWN BY BH
 REVISED

DATE 1-7-91 APPROVED BY R. Holloway DRAWING NUMBER 209-90



AFFIDAVIT AND SURRENDER OF EASEMENT

We, John H. Moore, Roberta L. Moore, Raymond Marksberry, and Wanda J. Marksberry have personal knowledge of the facts and statements set forth herein.

1. We are each more than eighteen years of age.
2. John H. Moore, Roberta L. Moore, Raymond Marksberry, and Wanda J. Marksberry, "GRANTORS" are the owners of Lot 18 in the unplatted subdivision of STATON PLACE.
3. Lot 18 is benefited by a fifty foot wide easement for access, construction, maintenance, and repair of a proposed lake dam.
4. Lot 18 thereby holds a dominant servitude as against the adjacent and subservient Lot 16 in the unplatted subdivision of STATON PLACE across which Lot 16 in the fifty foot wide access easement runs.
5. The easement is described as follows:

A part of the Northeast Quarter and a part of Northeast Quarter of the Southeast Quarter of Section 16, Township 13 North, Range 2 East, Morgan County, Indiana, more particularly described as follows:

Commencing at an iron pipe which marks the accepted northeast corner of the East Half of Section 16; thence South no degrees 04 minutes 45 seconds West (assumed bearing) with the east line of said East Half, 467.01 feet to an iron pin which marks the Terminus Point of Easement No. 2; thence South 88 degrees 59 minutes 33 seconds West, with the centerline of Easement No. 2, a distance of 25.00 feet to the POINT OF BEGINNING of the centerline of the easement herein described; thence South no degrees 04 minutes 45 seconds West 489.75 feet to the Terminus Point of Easement No. 6.

6. For Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby surrender, extinguish, and terminate all of the Grantors' right, title and interest in the "LANE DAM ACCESS EASEMENT NO. 6" described in the unplatted subdivision of STATON PLACE and received for record first in Book 111 Page 401 by the Office of Recorder of Morgan County, Indiana, on the 16th day of January, 1991. This was then re-recorded in Book 112 Page 147 by the Office of Recorder of Morgan County, Indiana on the 15th day of March, 1991.

THE AFFIDAVANTS FURTHER SAVERH NAUGHT.

WE AFFIRM UNDER PENALTIES OF PERJURY THAT THE ABOVE GOING STATEMENTS ARE TRUE AND CORRECT.

"GRANTORS"

John H. Moore
John H. Moore

Raymond Marksberry
Raymond Marksberry

RECORDED FOR RECORD
October 18, 1992
10:24 A.M.
Morgan County, Indiana

Roberta L. Moore
Roberta L. Moore

Wanda J. Marksberry
Wanda J. Marksberry

Subscribed and sworn to before me this 23rd day of ANVILION July, 1992.

My Commission Expires

3-20-96

County of Residence:

Morgan

Kurt F. Pantzer III
Kurt F. Pantzer III
Notary Public
Morgan County, Indiana
90119

This instrument was prepared by Kurt F. Pantzer III lawyer

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NOTICE OF CLAIM OF BENEFIT OF EQUITABLE SERVITUDE

Staton Place Association, Inc., 31 Ashley Court, Mooresville, IN 46158, an Indiana mutual benefit association ("Claimant") by its Board of Directors and for its Members, pursuant to I.C. 32-1-5-4 and 5 and Indiana common law, claims the benefit of the following servitudes and equitable restrictions on the subdivision and use of servant tracts and easements depicted in the plat survey of Staton Place (the "Plat") as legally described in the attached Exhibit "A":

Six (6) acre tracts. Claimant desires to preserve and keep effective the general scheme of improvement depicted in the Plat as a property right appurtenant to tracts within the Plat. With the exception of Tract 4, all tracts are depicted as at least six (6) acres in size. The general scheme of improvement of the Plat has allowed a one time subdivision of a six (6) acre tract into a one (1) acre tract and a five (5) acre tract.

Plat Restrictions. Claimant provides this notice of its desire to preserve and keep effective the following express plat restrictions:

- i. Utility easement shown on said Plat are reserved for the public utility companies, not including transportation companies, for the installation of line, ducts, gas or water mains or laterals and sewers, electric lines and phone lines. No permanent structure shall be maintained upon said utility strips. All owners shall take their title subject to the rights of public utilities and subject to the rights 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 services are offered.
- ii. All dwellings shall be a minimum of 1,400 square feet of living area, exclusive of porches, garages and basement. If a multi-story house is constructed the ground floor must contain a minimum of 1000 square feet.
- iii. All dwelling shall be constructed upon a cast-in-place concrete footing with concrete block foundation or a basement constructed of concrete block or cast-in-place concrete.
- iv. 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.
- v. 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.
- vi. The right to enforce the 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, covenant, 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

RECORDER'S NOTE: A REFERENCE IS NOTED ON THE LAST PAGE.

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boundary of the land included in this Plat.

NOTICE: I.C. 30-5-3-3(c) prohibits acceptance of certain documents for recording without prior recording of a power of attorney. The equitable easements on the servient tracts are property rights appurtenant to dominant tracts owned by other property owners within Staton Place, including Claimant. Do not record any document which encroaches on the equitable easements identified below unless Claimant has consented to such encroachment by the prior recording of a power of attorney.

Rights of enforcement. The conditions which made these restrictions feasible at the time of their inception still exist. These servitudes and rights of contribution among several and dominant tracts toward repair, maintenance and improvement of private roads within Staton Place are enforceable in a court of proper jurisdiction.

Staton Place Association, Inc.

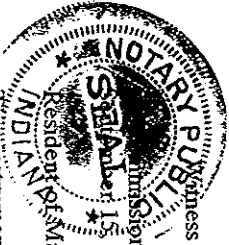
By: Rick Diasio
Rick Diasio, President

copy
1/22/97
Horton F. Steckler, Notary
Morgan County, Indiana
Date 12-26-97

State of Indiana)
) SS:
County of Morgan)

Before me, a Notary Public in and for said County and State, personally appeared Rick Diasio, and who, having been duly sworn, stated his power and authority to execute this Notice of Claim of Benefit on behalf of the Membership and Board of Directors of Staton Place Association, Inc. and that representations contained therein were true.

Witness my hand and Notarial Seal this 27 day of January, 1997.



Kurt F. Pantzer, III, Notary Public
Resident of Morgan County, Indiana

This instrument was prepared by and should be returned after recording to: Kurt F. Pantzer, III, STECKLER RYAN & PANTZER, 606 Chamber of Commerce Buildings, 320 North Meridian Street, Indianapolis, Indiana 46204.

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Book 144 Page 505

EXHIBIT "A"

Easements Nos. 1, 2, 3, 4, and the Northernmost 2,036.26 feet of Easement No. 5 and Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 [and subdivisions of these tracts] in Staton Place being a subdivision of part of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 16, Township 13 North, Range 2 East in Morgan County, Indiana, as per plat survey thereof, recorded in the Office of the Recorder of Morgan County, Indiana on the 11th day of March, 1994 in Miscellaneous Record 112 Page 147.

RECEIVED FOR RECORD
Shelby 9:14 A.M. 1997
Shelbie Hixsett
MORGAN COUNTY RECORDER

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