

CAREFREE

FOURTH SECTION

THE WITHIN PLAT REPRESENTS A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 3 EAST, JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID A-1/2 SECTION, DISTANT 1000.0 FEET WEST OF THE SOUTHEAST CORNER THEREOF; RUNNING THENCE DUE WEST AND ALONG SAID SOUTH LINE 334.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD, SAID POINT BEING ON A CURVE HAVING A RADIUS OF 1492.69 FEET, THE SAID POINT: RUNNING CURVE LYING SOUTH 86°52'35" WEST OF SAID POINT: RUNNING THENCE IN A NORTH-EASTERLY DIRECTION ALONG SAID RIGHT OF WAY AND ALONG SAID CURVE 910.07 FEET TO THE P.T. OF SAID CURVE; THENCE NORTH 38°17'30" WEST AND ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID R.F., 737.70 FEET; THENCE NORTH 51°42'30" EAST 150 FEET; THENCE NORTH 38°17'30" WEST 7.30 FEET; THENCE NORTH 51°42'30" EAST 200 FEET; THENCE SOUTH 38°17'30" EAST 989.57 FEET; THENCE SOUTH 27°45'14" EAST 360.30 FEET; THENCE SOUTH 82°33'30" EAST 71.45 FEET; THENCE SOUTH 7°26'30" WEST 20.51 FEET TO THE P.C. OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175 FEET AND A DELTA ANGLE OF 84°30'; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE 141.26 FEET; THENCE SOUTH 36°18'30" EAST 220.25 FEET; THENCE SOUTH 1°55' WEST 297.30 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 14.22 ACRES MORE OR LESS.

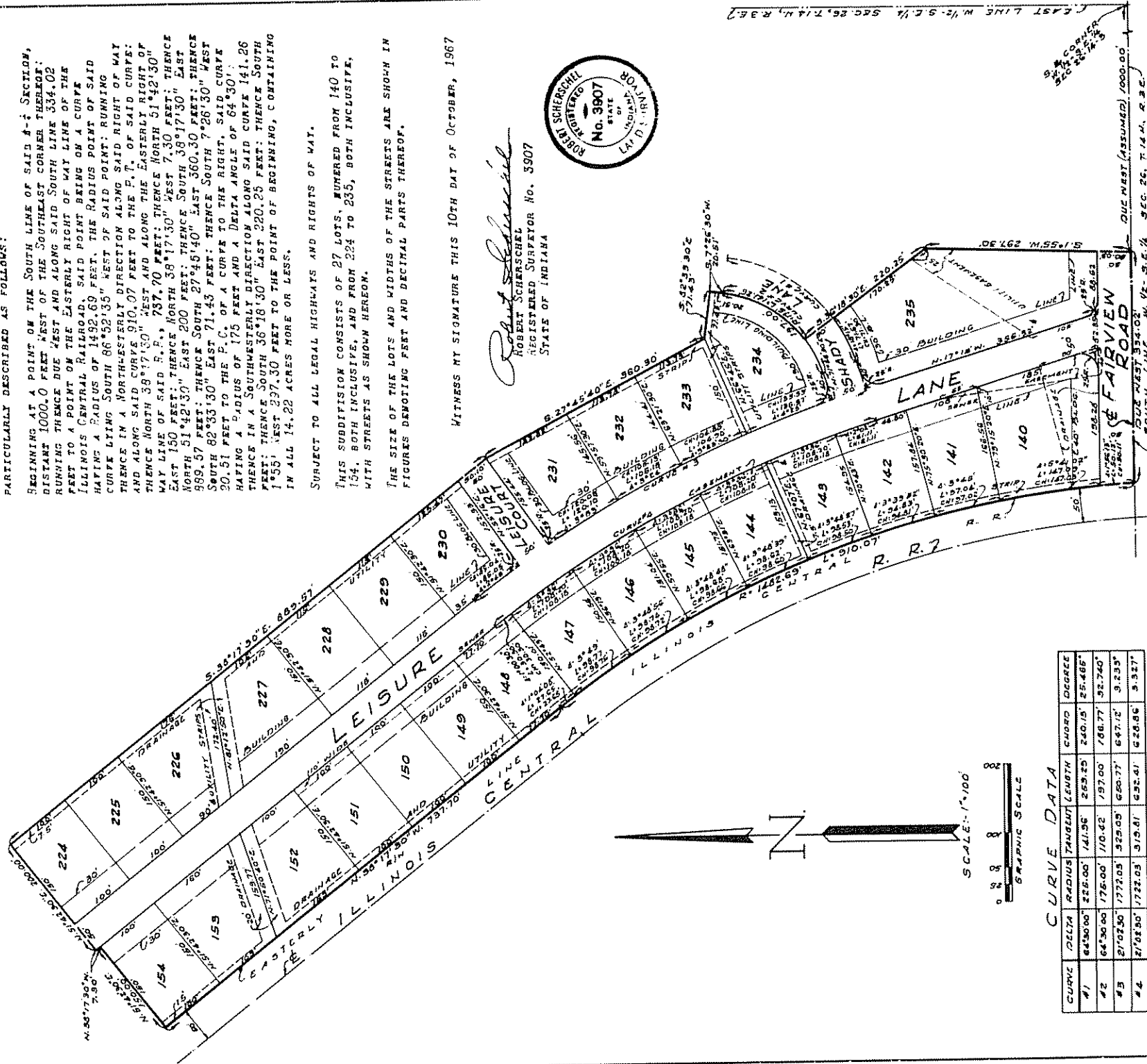
SUBJECT TO ALL LEGAL HIGHWAYS AND RIGHTS OF WAY.

THIS SUBDIVISION CONSISTS OF 27 LOTS, NUMBERED FROM 140 TO 154, BOTH INCLUSIVE, AND FROM 224 TO 235, BOTH INCLUSIVE, WITH STREETS AS SHOWN HEREON.

THE SIZE OF THE LOTS AND WIDTHS OF THE STREETS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY SIGNATURE THIS 10TH DAY OF OCTOBER, 1967

Robert Scherschel
 ROBERT SCHERSCHEL
 REGISTERED SURVEYOR No. 3907
 STATE OF INDIANA



CURVE DATA

CURVE #	DELTA	RADIUS	TANGENT LENGTH	CHORD	DEGREE
#1	64°30'00"	226.00'	141.96'	240.15'	25.466°
#2	64°30'00"	176.00'	110.42'	197.00'	18.77°
#3	27°02'30"	1772.05'	523.05'	650.77'	647.12°
#4	27°02'30"	1723.03'	515.81'	628.86'	3.327°

SCALE - 1" = 100'
 GRAPHIC SCALE

EAST LINE W/2 S.E. 1/4 SEC. 26, T.14 N., R.3 E.

S.W. CORNER SEC. 26, T.14 N., R.3 E.

ONE WEST (ASSUMED) 1000.00' SOUTH LINE N. 92-31.5 E. 1/4 SEC. 26, T.14 N., R.3 E.

Misc Record 48, pg 393

008577

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 30th day of April, 1971, by the undersigned (hereinafter called "Declarants"),

WITNESSETH:

WHEREAS, Declarants are the owners (or have valid contracts to purchase) of parcels of real estate in "The Properties" described in Article II of this Declaration, and desire to create within "The Properties" a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the community; and

WHEREAS, Declarants desire to provide for the preservation of the values in the development of said land into a community, for the maintenance of parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, assessments and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, there has been incorporated under the laws of the State of Indiana, a non-profit corporation named Carefree Club, Inc., for the purpose of exercising the functions aforesaid; and,

WHEREAS, Declarants deem it desirable for the efficient preservation of the values in said community to delegate and assign the powers of: maintaining and administering any community properties and facilities, administering and enforcing the covenants and restrictions herein contained and of collecting and disbursing the assessments and charges hereinafter created to be paid; to Carefree Club, Inc.; and, NOW, THEREFORE, "Declarants" declare that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Corporation" shall mean and refer to Carefree Club, Inc.
- (b) "The Properties" shall mean and refer to all such "Initial Property", and additions thereto by annexation, under Article II, Section 4 hereof, as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- (c) Common Property shall refer to Common Property A

and/or Common Property B and "Common Property A" and "Common Property E" shall mean and refer to areas of real property, the legal description of Common Property A being contained in Exhibit A and by this reference incorporated herein, with Common Property B being real estate at least equivalent to Common Property A located within "The Properties" and coming from real estate owned by Yeager Contracting Co., Inc., with the legal description to follow later, or real estate described in Exhibit "B" attached hereto and made a part hereof, both common properties of which may be devoted to the common use and enjoyment of the owners of "The Properties".

(d) "Lot" excludes "Common Properties" as heretofore defined, and refers to any numbered plat of land shown upon any recorded plat within "The Properties" and if a parcel of ground is not so designated but hereafter is so designated as part of a recorded plat each lot therein, at such later time shall be referred to as "Lot". Any parcel of ground within "The Properties" which has not yet been recorded as a plat which is either titled in the name of the Declarant, Yeager Contracting Co., Inc., as owner, (as hereinafter defined), or to which said Declarant has a right to purchase shall be considered equivalent to one lot until subdivided as part of a recorded plat.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within a recorded plat situated within "The Properties" and is therefore a member of Carefree Club, Inc., and shall also include Yeager Contracting Co., Inc. in those additional instances where they have title in fee simple or the right to purchase any unplatted parcel of real estate within "The Properties", but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. If any owner other than Yeager Contracting Co., Inc. is titled to more than one (1) lot with said owner's residence (and only his residence) being thereon, it shall be considered one (1) lot for assessment, voting purposes and also for the transfer of Common Property B.

ARTICLE II

Property Subject To This Declaration; Additions Thereto

Section 1. Initial Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is either part of a platted subdivision known as Carefree (and additions thereto), or other real estate located in Johnson County, Indiana, the legal description of which is attached hereto and marked Exhibit "C", and by this reference incorporated herein; all of which real property shall hereinafter be referred to as "Initial Property".

Section 2. Covenant to Convey. One of the Declarants herein, Yeager Contracting Co., Inc., hereby covenants and declares that the area designated "Common Property A" shall be conveyed to the corporation contemporaneous with the recording of this Declaration of Covenants and Restrictions along with a separate warranty for workmanship and material executed by Yeager Contracting Co., Inc. with said warranty to run until July 23, 1971 with Common Property B to be conveyed to the corporation whenever two hundred seventy-five (275) lots have been transferred by deed from Yeager Contracting

Co., Inc. to owners so that two hundred seventy-five (275) lot owners, other than Yeager Contracting Co., Inc. are members of Carefree Club, Inc. with Yeager Contracting Co., Inc. being responsible at its sole cost to construct on Common Property B a facility equivalent to the facility constructed by Yeager Contracting Co., Inc. on Common Property A and with Yeager Contracting Co., Inc. further being obligated to execute, by separate writing, a workmanship and material warranty equivalent to that given for Common Property A and to run for a term of one (1) year from the time said facility is open to the activities of Carefree Club, Inc. Said deeds to the corporation shall be free and clear of all liens and encumbrances except the lien of current taxes and easements and restrictions of record, and any legal highways or rights-of-way, and except for mortgage(s) imposed by Yeager Contracting Co., Inc. against Common Property A and/or Common Property B, which obligation shall remain Yeager Contracting Co., Inc. and shall be kept current, and not delinquent, to be paid in full no later than the date when Yeager Contracting Co., Inc. ceases to have voting rights in the corporation as set forth in Article III, Section 2 hereof.

Section 3. Easement to Owner. When the undersigned, Yeager Contracting Co., Inc. conveys Common Property A and/or Common Property B to the corporation, each of the owners shall be granted as easement for the use, enjoyment and benefit of the "Common Property" owned by the corporation, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 4. Additions to Existing Property.

(a) Annexation of Other Additions to Existing Property by Corporation. Additional lands may become subject to this Declaration in the following manner:

- (1) Upon approval in writing of the Corporation pursuant to a vote of its members as provided in Article 6 of the Articles of Incorporation, the Owner of any property who is desirous of adding it to the jurisdiction of the Corporation, may file a record of Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property, except that a majority of the directors of Carefree Club, Inc. shall have authority to admit into the membership of Carefree Club, Inc., through annexation without the aforesaid vote of its members, those who are, or who may become owners, of platted lots in any of the sections of the Carefree sub-division with any of those who are denied membership by said vote of the Board of Directors having the right to appeal to a vote of the membership of Carefree Club, Inc. under the procedure herein specified for annexing other additions to existing property by the corporation.

ARTICLE III

Membership and Voting Rights in The Corporation

Section 1. Membership. Every person or entity who is an owner of any lot within a recorded plat, which is a part of "The Properties" and Yeager Contracting Co., Inc. either as an owner or an entity having the right to purchase a parcel of ground within "The Properties" which has not yet been

subdivided into a recorded plat shall be a member of the Corporation. Any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Such membership shall be evidenced by a certificate of membership issued by the corporation to such lot owners and shall hereafter be evidenced by a certificate of membership issued by the corporation contemporaneous with the transfer of title to any subsequent purchasers of lots within a recorded plat, except that those owners who are signatory to this original Declaration of Covenants and Restrictions shall as to a title transfer from said signatory owners have the right to discontinue the effect of this Declaration of Covenants and Restrictions as to said transferees by contemporaneously recording with the deed of transfer in the Johnson County Recorder's Office, a document announcing the discontinuance of this Declaration of Covenants and Restrictions followed by written notice to Carefree Club, Inc. to give proof thereof and thus terminate any future assessments to the real estate involved.

Section 2. Voting Rights. The Corporation shall have two (2) classes of voting membership.

Class A. Class A members shall be all those owners as defined in this Article III, Section 1, with the exception of YEAGER CONTRACTING CO., INC., its successors or assigns. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by this Article III, Section 1. When more than one (1) person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

Class B. Class B members shall be YEAGER CONTRACTING CO., INC., its successors or assigns. The Class B member shall be entitled to one (1) vote for each lot in which it holds the interest required for membership by this Article III, and for which Yeager Contracting Co., Inc. is paying annual assessments as set forth in Article IV, Section 3 hereof, provided, however, that the Class B membership shall be automatically cancelled and cease to exist after five (5) years from the date of incorporation of the Corporation.

ARTICLE IV

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants for each of its lot within "The Properties" hereby covenant and each purchaser of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Corporation: (1) Annual maintenance assessments; (2) Special assessments for capital improvements; with such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance assessments and special assessments (hereinafter called "assessment(s)"), together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together

with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Annual Maintenance Assessment. The annual maintenance assessment levied by the Corporation shall be used exclusively for the improvement and maintenance of property, services and facilities of the "Common Property A and/or Common Property B", but only after the corporation becomes the record owner of a given common property, including, but not limited to, the payment of taxes and insurance for the "Common Property A and/or Common Property B, the grass cutting, yard maintenance and snow removal of the "Common Property A and/or Common Property B" and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the "Common Property A and/or Common Property B". The annual maintenance assessment shall also be for the purpose of providing such municipal services including, but not limited to, trash and garbage pickup which are not provided by the local municipal authorities as respects Common Property A and/or Common Property B.

Section 3. Basis and Maximum of Annual Maintenance Assessment. Until January 1, 1976, an annual maintenance assessment of Sixty Dollars (\$60.00) per lot, divided into semi-annual installments of Thirty Dollars (\$30.00) each, shall be common obligation of each "Owner" of lots commencing thirty (30) days after the Corporation receives title to Common Property A with any subsequent owners becoming obligated for the annual maintenance assessments on the date of execution and delivery of the deed of title to any lot in "The Properties", together with a Class A membership certificate in Carefree Club, Inc., with semi-annual payments being paid in advance on June 30th, or December 31st. The first semi-annual installment shall be collected contemporaneously with the aforesaid execution and delivery of the deed of title and shall be pro-rated on the basis of the interval of time between the date on which the obligation is incurred and June 30th or December 31st, whichever is closest in time. The payment of the annual maintenance assessment by Yeager Contracting Co., Inc. and by builder's residences on lots of which they are owners and which they are either building or proposing to build as residence for other than their personal residence, shall differ by being pro-rated on a monthly installment and payment basis payable in advance on the first of each month. Yeager Contracting Co., Inc.'s annual maintenance assessment as to number of lots assessed shall be limited as follows: (a) if the corporation is record owner of Common Property A only then to the difference between two hundred seventy-five (275) lots less the number of owners other than Yeager Contracting Co., Inc.; (b) if the corporation is record owner of Common Property A and Common Property B then to the difference between five hundred fifty (550) lots less the number of owners other than Yeager Contracting Co., Inc. Mortgagees of residential improvements in Carefree are expressly authorized to act as agents for the collection of such annual maintenance assessments, but all sums so collected shall be tendered over to Carefree Club, Inc. within thirty (30) days from receipt thereof unless, by written agreement with Carefree Club, Inc., other arrangements for remittance are made. The maximum annual maintenance assessment may be increased effective January 1 of each year starting January 1, 1976, without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (Published by the Department of Labor, Washington, D. C.) for the preceding

month of July as compared to said price index twelve (12) months prior thereto. From and after January 1, 1976, the maximum annual maintenance assessment may be increased by a vote of the members above that established by the Consumer Price Index formula for the next succeeding two (2) years, and at the end of each such period of two (2) years, and at the end of each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of the Class A members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to such members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Special Assessments for Capital Improvements. Once the annual maintenance assessments have commenced as authorized by Section 3 hereof, the Corporation may levy a special assessment, applicable to the year in which it is levied only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the "Common Property A and/or Common Property B", including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3rds) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance, with notice to set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Maintenance Assessments. Subject to the limitations of Section 3 hereof, and for the period therein specified, the Corporation may change the maximum and basis of the annual maintenance assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3rds) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first duly called meeting of any meeting of the membership as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty per cent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Maintenance Assessments; Due Dates. Payment of annual maintenance assessments provided for herein shall be at the time and in the manner prescribed in Section 3 of Article IV above.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such special assessment.

Section 8. Annual Maintenance Assessments - Miscellaneous. At such time as any annual maintenance assessment is changed as herein provided, the Board of Directors of the Corporation shall fix the date of commencement of the revised annual maintenance assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and annual maintenance assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

Written notice of the annual maintenance assessment shall thereupon be sent out to every Owner subject thereto.

The Corporation shall upon demand at any time furnish to any Owner liable for said annual maintenance assessment or special assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Annual Maintenance and/or Special Assessments; The Personal Obligation of the Owner; The Lien, Remedies of Corporation. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and reasonable cost of collection thereof as hereinafter provided, become a lien as of the time notice of same is recorded by an officer of the Corporation in the Office of the Recorder of Johnson County, Indiana, which lien shall be extinguished if released of record by an officer of the Corporation or expire if a suit to foreclose the lien is not commenced within one (1) year of the date the aforementioned notice is recorded. Said lien shall bind such property in the hands of the then owner, his heirs, devisees, successors, and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien To Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. "Junior Lien" Provision. If any premises subject to the lien hereof shall become subject to the lien

of a mortgage. (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage; and (2) the foreclosure of the lien of the mortgage or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up and to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage with the foreclosure purchaser or deed in lieu of grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

Section 12. Carefree Club, Inc. Dues. In the event that Carefree Club, Inc. shall also serve as a homeowners' civic association then, and in that event, dues, if any, which are established for said homeowners' civic association functions shall only apply to Class A members and shall be kept separate and distinct and not commingled with the annual maintenance assessments and/or special assessments and shall not be subject to the lien and remedy structure pronounced in Article IV hereof. The manner in which dues shall be assessed and collected shall be according to the By-Laws of Carefree Club, Inc.

ARTICLE V

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by Carefree Club, Inc., or the Owner of any land subject to this Declaration, his respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land or to enforce any lien to recover assessments created by these covenants; and failure by Carefree Club, Inc., or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall

remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have signed this Declaration of Covenants and Restrictions as relates to each Declarant's real estate as appears opposite their signature.

REAL ESTATE DESCRIPTION

OWNER'S NAME

Exhibit "C"

YEAGER CONTRACTING CO., INC.

ATTEST:

Robert H. Yeager, President
By: Robert H. Yeager, President
Secretary Robert K. Yeager, President

Ass't

Exhibit "C"

{ SEE attached signature page
James R. White
{ SEE attached signature page
Mary B. White

Ellen Smith
Ellen Smith

Owners's Name

Real Estate Description

James White
James White
Mary White
Mary White

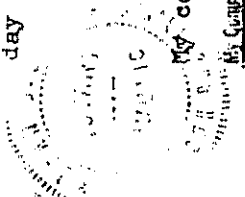
Instrument prepared by:

Raymond Good
Attorney at Law
GOOD & BERTRAM
5972 Madison Avenue

NORTH CAROLINA
STATE OF ~~ROCKINGHAM~~ } SS:
COUNTY OF HENDERSON

Before me, a Notary Public in and for said County and State, personally appeared James White & Mary White, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of August, 19 70.



James B. Lane
Notary Public

My commission expires:
October 8, 1974

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert K. Yeager and Virginia M. Yeager, the President and Secretary, respectively, of Yeager Contracting Co., Inc., who acknowledged execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20 day of Sept, 1971.

My commission expires:

Dec. 18, 1974


Notary Public
WILLIAM F. O'BRIAN

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Ellen Smith, an unmarried adult, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 20 day of Sept, 1971.

My commission expires:

Dec. 18, 1974


Notary Public
WILLIAM F. O'BRIAN

Instrument prepared by:

Raymond Good
Attorney at Law
GOOD & BERTRAM
5972 Madison Avenue
Indianapolis, Indiana 46227
783-1321

EXHIBIT "A"

Lot 192 and 193 in Carefree, Sixth Section, the plat of which is recorded in the Johnson County Recorder's office, Plat Book 6, Page 80, and a part of the East Half of the Northwest Quarter of Section 26, Township 14 North, Range 3 East, Johnson County, Indiana, all being more particularly described as follows:

Beginning at a point on the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, distant 214.51 feet measured North $89^{\circ}35'$ West along said North line from the Northeast corner thereof: running thence South $0^{\circ}25'$ West 35 feet to the Northwest corner of said Lot 193; thence South $89^{\circ}35'$ East 120 feet to the Northeast corner of said Lot 193; thence South $0^{\circ}25'$ West 285 feet to the Southeast corner of said Lot 192; thence North $89^{\circ}35'$ West 150 feet to the Southwest corner of said Lot 192; thence South $0^{\circ}25'$ West 85.53 feet: thence South $63^{\circ}55'$ West 264.90 feet: thence North $4^{\circ}47'$ West 250 feet: thence North $41^{\circ}54'$ East 300 feet: thence North $18^{\circ}10'$ East 52.50 feet to the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section: thence South $89^{\circ}35'$ East and along said North line 75 feet to the point of beginning, containing 2.99 acres more or less.

EXHIBIT "A"

EXHIBIT "B"

Lot 235 in Carefree, Fourth Sec., as recorded in the Johnson Co. Recorder's Office, Plat Book 6, Page 78, and part of the West Half of the Southeast Quarter of Section 26, Twp. 14 North, Range 3 E., Johnson Co. Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Lot 235: running thence West 88.52 feet to the Southwest corner of said lot: thence North 17°15' West 355.32 feet to the Northwest corner of said lot: thence North 71°56'30" East 40 feet to the P.C. of a curve to the left, said curve having a delta angle of 64°30' and a Radius of 225 feet: thence in a Northeasterly direction along said curve 253.29 feet: thence North 7°26'30" East 110 feet: thence South 82°33'30" East 182.78 feet: thence South 6°24' West 225.72 feet: thence South 46°34' West 70.79 feet: thence South 79°02' West 56.88 feet: thence South 48°24' West 137.02 feet: thence South 1°45' West 247.27 feet to the point of beginning, containing 2.86 acres more or less.

EXHIBIT "B"

EXHIBIT "C"

The West half of the northeast quarter of Section 35, Township 14 North, Range 3 East of the Second Principal Meridian, containing 80 acres, more or less.

ALSO

A part of the north half and a part of the south half of section 26, township 14 north, range 3 east of the second principal meridian, described as follows:

Beginning at a point that is 497.64 feet east of the center of said section; thence south 193 feet; thence west 184.3 feet to the west line of the east half of the southwest quarter of said section; thence north on said west line and the west line of the east half of the northwest quarter of said section, 2638.6 feet; thence east 279 feet; thence north 217 feet to the north line of said section; thence east on said north line 1563.72 feet; thence south 2662.44 feet to the place of beginning, containing 119.4 acres, more or less.

ALSO

A part of the south half of section 26, township 14 north, range 3 east of the second principal meridian, described as follows:

Beginning at a point that is 497.64 feet east of the center of said section; thence east 842 feet to the east line of the west half of the southeast quarter of said section; thence south on said east line 2671.68 feet to the south line of said section; thence west on said south line 1338.48 feet to the east right-of-way line of the Illinois Central Railroad; thence northwesterly on said right-of-way line to the west line of the east half of the southwest quarter of said section; thence north on said west line, 426 feet; thence east 184.3 feet; thence north 193 feet; to the place of beginning, containing 119.4 acres, more or less.

LESS

A part of the Southwest quarter of the Southeast quarter of Section 26, Township 14 North, Range 3 East of the Second Principal Meridian, described as follows:

Beginning at a point on the South line of said quarter section 400.00 feet West of the Southeast corner thereof; thence continuing West on said South line 600.00 feet; thence North 1 degree 55 minutes East 297.30 feet to a point in Pleasant Run Creek; thence North 48 degrees 24 minutes East with said creek 137.02 feet; thence North 79 degrees 02 minutes East with said creek 56.88 feet; thence North 46 degrees 34 minutes East with said creek 70.79 feet; thence North 6 degrees 42 minutes West with said creek 322.84 feet; thence North 53 degrees 29 minutes East

EXHIBIT "C" (page 2)

with said creek 150.66 feet; thence South 86 degrees 48 minutes East with said creek 196.17 feet; thence North 65 degrees 46 minutes East with said creek 186.14 feet; thence North 21 degrees 55 minutes East with said creek 196.73 feet; thence North 83 degrees 51 minutes East with said creek 143.00 feet; thence North 66 degrees 51 minutes east with said creek 89.79 feet; thence North 40 degrees 44 minutes East with said creek 173.42 feet to the East line of said quarter quarter section; thence South 1 degree 53 minutes West on last said East line 435.30 feet to a point 889.78 feet North of the Southwest corner of said quarter quarter section; thence West 400.00 feet; thence South 1 degree 53 minutes West 889.78 feet to the Place of Beginning, Containing 12.71 Acres, more or less.

LESS all lots in Carefree, Sections 1 thru 15 inclusive, additions in Johnson County, Indiana, per plats recorded in the office of the Recorder of Johnson County, Indiana, EXCEPT FOR:

Lots 1 thru 4 inclusive, 8 thru 16 inclusive, 18, 21, 24, 26, 28, 30 thru 33 inclusive, and 37, in the First Section.

Lots 42, 43, 45, 47, 52, 53, 56, 58, 59, 60, 62, 63, 70, 71, 73 and 74, in the Second Section.

Lots 140 thru 148 inclusive, 150 thru 154 inclusive, 226, 227, 230 thru 232 inclusive, and 234, in the Fourth Section.

Lots 155, 156, 159 thru 162 inclusive, 164 thru 169 inclusive, 172, 209 thru 212 inclusive, 215, 216, 218, 220, 221, and 223, in the Fifth Section.

Lots 171, 176, 178, 179, 180, 182 thru 191 inclusive, 194, 195, 198, 200 thru 205 inclusive, in the Sixth Section.

Lots 237, 239, 240, 245, 248 and 264, in the Seventh Section.

Lots 250, 252, 253, 255 and 257, in the Eighth Section.

Lots 258 thru 260 inclusive, 262 thru 267 inclusive, 270, 271, 275 thru 284 inclusive, in the Ninth Section.

Lots 285, 286, 288 thru 302 inclusive, and 350, in the Tenth Section.

Lots 303 thru 309 inclusive, 312 thru 314 inclusive, in the Eleventh Section.

Lots 316 thru 318 inclusive, 320, 321, 325, 327, 328, 330, 332, 333, 335, 341, 443 thru 444 inclusive, and 355, in the Twelfth Section.

Lots 356, 361 thru 364 inclusive, ³⁶⁷ thru 372 inclusive, in the Thirteenth Section.

EXHIBIT "C" (page 2)

Instrument prepared by:
Raymond Good, Attorney at Law
5972 Madison Avenue
Indpls., Ind. 46227
783-1321

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

Lot 4 in Carefree, First Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 65, in the Recorder's Office of Johnson County, Indiana.

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me, a Notary Public in and for said County and State, personally appeared Ian G. Wright & Fay W. Wright, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

My commission expires: 17th Dec. Nov. 1973

Maxine A. Rogers
Notary Public

Lot 8 in Carefree, First Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 65, in the Recorder's Office of Johnson County, Indiana.

STATE OF INDIANA }
COUNTY OF Madison } SS:

Before me, a Notary Public in and for said County and State, personally appeared Ronald M. Nicholson & Janet M. Nicholson, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of April, 1971.

My commission expires: 2/11/1973

Instrument prepared by:
Raymond Good
Attorney at Law
GOOD & BERTRAM
5972 Madison Avenue
Indianapolis, Indiana 46227
783-1321

Raymond Good
Notary Public

OWNER'S NAME

Ian G. Wright

Fay W. Wright

Carefree
Lot #4, 1st Section

Ronald M. Nicholson

Janet M. Nicholson

The following real estate subdivisions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision. When the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 16 in Carefree, First Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 65, in the Recorder's Office of Johnson County, Indiana. "

Robert N. Hall
Mary Ann Hall

STATE OF INDIANA }
COUNTY OF Johnson } ss:

Carefree
Lot 16, 1st section

Before me, a Notary Public in and for said County and State, personally appeared Robert N. Hall & Mary Ann Hall, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Max H. Rogers
Notary Public

My commission expires: 17th Nov 1973

Lot 18 in Carefree, Second Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in plat book 6, Page 65, in the Recorder's Office of Johnson County, Indiana.

Walter E. Popenbrok
Rhoda Popenbrok

STATE OF INDIANA }
COUNTY OF Johnson } ss:

Carefree
Lot 18, 1st section

Before me a Notary Public in and for said County and State, personally appeared Walter E. Popenbrok, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Max H. Rogers
Notary Public

My commission expires: 17th Nov 1973

Instrument prepared by:
Raymond Good
GOOD & BERMAN
Attorneys at Law
7972 Yackson Avenue
Indianapolis, Indiana 46229
769-1321

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

Lot 21 in Carefree, First Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 65, in the Recorder's Office of Johnson County, Indiana.

OWNER'S NAME

Ronald Klauer Olson

Marsha D. DuBors
Marsha D. DuBors

Carefree
Lot # 21, 1st Section

STATE OF INDIANA

COUNTY OF Johnson

SS:

Before me, a Notary Public in and for said County and State, personally appeared Marsha D. DuBors, husband and wife, who acknowledge the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of August, 1971.

My commission expires:

17th day of Nov, 1973

Marilyn A. Rogers
Notary Public

Lot 24 in Carefree, First Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 65, in the Recorder's Office of Johnson County, Indiana.

David Lee Gilley
David Lee Gilley
Barbara J. Gilley

Carefree
Lot 24, 1st Section

STATE OF INDIANA

COUNTY OF Johnson

SS:

before me, a Notary Public in and for said County and State, personally appeared David Lee Gilley AND Barbara J. Gilley, husband and wife, who acknowledge the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of September, 1971.

Marilyn A. Rogers
Notary Public

Notary Public
Notary Public

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

DEAT REMAINE DESCRIPTION

OWNER'S NAME

Lot 26 in Carefree, First Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 65, in the Recorder's Office of Johnson County, Indiana. 111

Harold Victor Hasler
Karen Sue Hasler
Karen Sue Hasler
No. 11

STATE OF INDIANA }
COUNTY OF Johnson }

SS: Lot 26, 1st Section

Before me, a Notary Public in and for said County and State, personally appeared Harold Victor Hasler, Karen Sue Hasler, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marilyn A. Rogers
Notary Public

My commission expires: 17th day of Nov. 1973

Lot 28 in Carefree, First Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 65, in the Recorder's Office of Johnson County, Indiana.

Stephen Jeffrey
Luette Jeffrey

Carefree
Lot 28, 1st Section

STATE OF INDIANA }
COUNTY OF Johnson }

SS:

Before me, a Notary Public in and for said County and State, personally appeared Douglas HEFLAY and Luette Jeffrey, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of April, 1971.

Marilyn A. Rogers
Notary Public

My commission expires: 17th day of Nov. 1973

The following real estate subscriptions each apply to a Platred subdivision shown as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 37 in Carefree, 1st Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 65, in the Recorder's Office of Johnson County, Indiana.

Maryl McKeeman
Leticia du Toit

Carefree
Lot # 31, 1st Section

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me, a Notary Public in and for said County and State, personally appeared Merrill M. Wesemann, Patricia Sue Wesemann, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marilyn A. Prager
Notary Public

My commission expires:
17th day Oct, 1973

Lot 42 in Carefree, Second Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 75, in the Recorder's Office of Johnson County, Indiana.

Connie L. Robm

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carefree
Lot 42, 2nd Section

Before me a Notary Public in and for said County and State, personally appeared Connie L. Robm, ~~the~~ wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of April, 1971.

Marilyn A. Prager
Notary Public

My commission expires:
17th day Oct, 1973

My commission expires:

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 42 in Carefree, Second Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 25, in the Recorder's Office of Johnson County, Indiana.

Benny M. Roben
Annice L. Roben
(See attached page)

STATE OF INDIANA }
COUNTY OF Marion }

SS: Lot 42 second section

Before me, a Notary Public in and for said County and State, personally appeared Benny M. Roben, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of April, 1971.

Charles W. Russell
Notary Public

My commission expires: Jan 1 1973

Lot 43 in Carefree, Second Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 25, in the Recorder's Office of Johnson County, Indiana.

Charles W. Russell
Sharon DeWitt

STATE OF INDIANA }
COUNTY OF Johnson }

SS: Carefree
Lot 43, 2nd section

Before me, a Notary Public in and for said County and State, personally appeared Charles Wesley Hints, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Charles W. Russell
Notary Public

My commission expires: Jan 1 1973

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to, the lot number in such subdivision with the section number that follows applying to the section within said subdivision.

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 45 in Carefree, Second Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 75, in the Recorder's Office of Johnson County, Indiana.

Thelma E. Estes
Bessie M. Estes
BESSIE M. ESTES.

Carefree
Lot 45, 2nd Section

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me, a Notary Public in and for said County and State, personally appeared Floyd E. Estes & Bessie M. Estes, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Mary Alice Rogers
Notary Public

My commission expires: 17th November, 1973

Lot 47 in Carefree, Second Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 75, in the Recorder's Office of Johnson County, Indiana.

Billy G. Law
Cecelia G. Law
CECELIA G. LAW

Carefree
Lot # 47, 2nd Section

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me a Notary Public in and for said County and State, personally appeared Billy G. Law & Cecelia G. Law, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Mary Alice Rogers
Notary Public

My commission expires: 17th Nov, 1973

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 59 in Carefree, Second Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recited in Plat Book 6, Page 75, in the Recorder's Office of Johnson County, Indiana.

Edward R. Wilding
Frances D. Wilding

STATE OF INDIANA

COUNTY OF Johnson

SS:

Carefree
Lot 59, 2nd Section

Before me a Notary Public in and for said County and State, personally appeared Edward H. Wilding and Frances D. Wilding, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of April, 1971.

Mary Ann A. Rogus
Notary Public

My commission expires:

Friday Nov

Lot 60 in Carefree, Second Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recited in Plat Book 6, Page 75, in the Recorder's Office of Johnson County, Indiana.

Donald E. Schultz
Catharine J. Schultz

STATE OF INDIANA

COUNTY OF Johnson

SS:

Carefree
Lot 60 2nd Section

Before me, a Notary Public in and for said County and State, personally appeared Donald E. Schultz and Catharine J. Schultz, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of April, 1971.

Mary Ann A. Rogus
Notary Public

My commission expires:

Friday Nov 1971

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 62 in Carefree, SECOND Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 75, in the Recorder's Office of Johnson County, Indiana.

Ray Longmire
Louise J. Fogeloh

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carefree
Lot 62, 2nd Section

Before me, a Notary Public in and for said County and State, personally appeared Ivy Woodard, Jr. and Louise S. Woodard, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of April, 1971.

Marilyn A. Rogers
Notary Public

My commission expires: 17th day Nov, 1973

Lot 63 in Carefree, SECOND Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 75, in the Recorder's Office of Johnson County, Indiana.

James Allen Graham
Bette S. Graham

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carefree
Lot 63 - 2nd Section

Before me a Notary Public in and for said County and State, personally appeared James Allen Graham, husband and Bette S. Graham, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of April, 1971.

Marilyn A. Rogers
Notary Public

My commission expires: 17th day Nov, 1973

Notary Public
Marilyn A. Rogers
1000 North Main
Johnson County, Indiana 46027

The following real estate descriptions each apply to a platted subdivision shown as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 71 in Carefree, SECOND Section, a subdivision in WHITE River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 75, in the Recorder's Office of Johnson County, Indiana.

X JOHN T. K. YEAGER
ROBERT E. PETER
X Virginia D. Yeager
VIRGINIA M. PECKER

STATE OF INDIANA

COUNTY OF Johnson } SS: lot # 71, 2nd section

Before me, a Notary Public in (and for said County) and State, personally appeared John T. K. Yeager & Robert E. Peter, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 2nd day of July, 1971.

Charles Church
Notary Public

My commission expires:

July 2, 1973

Lot 231 in Carefree, Fourth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 78, in the Recorder's Office of Johnson County, Indiana.

Paul W. Amstutz
Pauline Kay Amstutz

STATE OF INDIANA

COUNTY OF Johnson } SS: Carefree lot # 231, 4th section

Before me a Notary Public in and for said County and State, personally appeared Paul W. Amstutz and Pauline Kay Amstutz, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of April, 1971.

Marjorie A. Rogers
Notary Public

My commission expires:

December 1973

UNOFFICIAL PREPARED BY
NOTARY PUBLIC
1200 N. 10th St.
Indianapolis, Indiana

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION OWNER'S NAME

Lot 232 in Carefree, Fourth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 74, in the Recorder's Office of Johnson County, Indiana.

Paul E. Rogers
Paul E. Rogers
Marilyn A. Rogers

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carefree Lot 232, 4th Section

Before me a Notary Public in and for said County and State, personally appeared Paul E. Rogers, Marilyn A. Rogers, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971. Caleb Stewart
Notary Public

My commission expires: 1-2-73

Lot 159 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 74, in the Recorder's Office of Johnson County, Indiana.

Donna B. Brown
Ray J. Brown

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carefree Lot 159, 5th Section

Before me, a Notary Public in and for said County and State, personally appeared Ray J. Brown, Donna B. Brown, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marilyn A. Rogers
Notary Public

My commission expires: 17th day of May 1973

Document prepared by:
MEMPHIS, TENN.
RECORDING AT LAW
1970 Madison Avenue
MEMPHIS, TENNESSEE 38103
615-2501

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 164 in Carefree, 5th Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 79, in the Recorder's Office of Johnson County, Indiana.

Anthony J. Burdick
Richard M. Ladd

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Carefree
Lot 164, 5th Section

Before me a Notary Public in and for said County and State, personally appeared Timothy J. Burdick AND Patsy Ann Burdick, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 21st day of April, 1971.

Notary Public

My commission expires: 17th day Nov, 1973

Lot 165 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 79, in the Recorder's Office of Johnson County, Indiana.

Richard M. Ladd
Richard M. Ladd

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Carefree
Lot 165, 5th Section

Before me, a Notary Public in and for said County and State, personally appeared Richard M. Ladd and Dianne M. Ladd, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Notary Public

My commission expires: 17th day Nov, 1973

Instrument prepared by:
Lawrence Good
Attorney at Law
5972 Madison Avenue
Indianapolis, Indiana 46227
65-1521

... the following, etc. above Government's name, etc. etc. to
be better subdivision known as Carefree with the lot number
to each referring to the lot number in such subdivision
with the section number that follows applying to the section
within said subdivision.

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 66 in Carefree, Fifth
Section, a subdivision in White
River Township, Johnson County,
Indiana, as per plat thereof, re-
corded in Plat Book 6, Page
79, in the Recorder's Office
of Johnson County, Indiana.

Jaymie J. Ochs
Daniel E. Ochs

STATE OF INDIANA)
COUNTY OF Johnson) SS: Carefree
Lot 66, 5th Section

Before me, a Notary Public in and for said County and
State, personally appeared Daniel E. Ochs, Jaymie J.
Ochs, husband and wife, who acknowledged the
execution of the foregoing Declaration of Covenants and
Restrictions, and who, having been duly sworn, stated that
any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of
April, 1971.

Maubelle A. Rogers
Notary Public

My commission expires:
17th day Nov. 1973

Lot 67 in Carefree, Fifth
Section, a subdivision in White
River Township, Johnson County,
Indiana, as per plat thereof, re-
corded in Plat Book 6, Page
79, in the Recorder's Office
of Johnson County, Indiana.

Stephen M. Davidson
Madine K. Davidson

STATE OF INDIANA)
COUNTY OF Johnson) SS: Carefree
Lot 67, 5th Section

Before me a Notary Public in and for said County and
State, personally appeared Stephen M. Davidson
Madine K. Davidson, husband and wife, who acknowledged
the execution of the foregoing Declaration of Covenants and
Restrictions, and who, having been duly sworn, stated that
any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of
April, 1971.

Maubelle A. Rogers
Notary Public

My commission expires:
17th day Nov. 1973

Instrument prepared by:
Notary Public
1000 ...
...

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 168 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 294B in the Recorder's Office of Johnson County, Indiana.

Larry E. Collier
Larry E. Collier

STATE OF INDIANA }
COUNTY OF Johnson }

Carefree
Lot 168, 5th Section

Before me, a Notary Public in and for said County and State, personally appeared LARRY E. COLLIER and DORBARA J. COLLIER, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of April, 1971.

Marilyn A. Rogers
Notary Public

My commission expires: 17th day Nov. 1973

Lot 169 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 294B in the Recorder's Office of Johnson County, Indiana.

Edward P. Deibert
Edward P. Deibert

STATE OF INDIANA }
COUNTY OF Johnson }

Lot 169, 5th Section

Before me, a Notary Public in and for said County and State, personally appeared EDWARD P. DEIBERT AND LYONDA S. DESHEK husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of April, 1971.

Marilyn A. Rogers
Notary Public

My commission expires: 17th day Nov. 1973

The following real estate described in each apply to a platted subdivision known as entered in the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

Lot 172 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 794-B, in the Recorder's Office of Johnson County, Indiana.

OWNER'S NAME

[Redacted]
Charles A. Smith

STATE OF INDIANA }
COUNTY OF Johnson }

SS: Sanjour
Lot 172, 5th Section

Before me a Notary Public in and for said County and State, personally appeared Ronald C. Smith Sharon A. Smith, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

[Signature]
Notary Public

My commission expires: 17th day of November 1973

Lot 209 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 794-B, in the Recorder's Office of Johnson County, Indiana.

[Signature]
Charles J. Podwalny

STATE OF INDIANA }
COUNTY OF Johnson }

SS: Sanjour
Lot 209, 5th Section

Before me, a Notary Public in and for said County and State, personally appeared SEIGEY GARY PODWALNY SEIFEY J. PODWALNY, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

[Signature]
Notary Public

My commission expires: 17th day of November 1973

The following real estate subdivisions each apply to a plat or subdivisions known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

GRANTOR'S NAME

Lot 210 in Carefree, E. 5th Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 488, in the Recorder's Office of Johnson County, Indiana.

Charles W. Maddock
John S. Maddock

STATE OF INDIANA }
COUNTY OF Johnson }

4 copies
SS: Lot 210, 5th Section

Before me, a Notary Public in and for said County and State, personally appeared CHARLES W. MADDOCK AND JOHN S. MADDOCK husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 26th day of April, 1971.

Marjorie A. Rogers
Notary Public

My commission expires: 12th day Nov 1973

Lot 211 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 488, in the Recorder's Office of Johnson County, Indiana.

Lucie L. Winburn
BROCK L. WINBURN
Phyllis R. Winburn

STATE OF INDIANA }
COUNTY OF Johnson }

Carefree
SS: Lot 211, 5th Section

I, a before me, a Notary Public in and for said County and State, personally appeared Phyllis R. Winburn and Lucie L. Winburn and Brock L. Winburn and Phyllis R. Winburn wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of April, 1971.

Marjorie A. Rogers
Notary Public

My commission expires: 12th day Nov 1973

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION	OWNER'S NAME
Lot <u>212</u> in Carefree, <u>Fifth</u> Section, a subdivision in <u>White</u> River Township Johnson County, Indiana, as per plat thereof, recorded in Plat Book <u>6</u> , Page <u>79</u> , in the Recorder's Office of Johnson County, Indiana.	<u>Robert Buva</u> <u>Maria K. Buva</u>

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carefree
Lot # 212, 5th Section

Before me, a Notary Public in and for said County and State, personally appeared Robert Buva, Maria K. Buva, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marylin A. Rogers
Notary Public

My commission expires:
17th day Nov 1973

Lot 218 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 79A, B, in the Recorder's Office of Johnson County, Indiana.

STATE OF INDIANA	} SS:
COUNTY OF <u>Johnson</u>	

Before me, a Notary Public in and for said County and State, personally appeared Larry K. Dolan, DARLENE S. DOLEA, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marylin A. Rogers
Notary Public

My commission expires:
17th day Nov 1973

Notary Public
My Commission Expires
17th day Nov 1973

Carefree
Lot # 218, 5th Section

The following real estate descriptions each apply to a platred subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 220 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 79A.8, in the Recorder's Office of Johnson County, Indiana.

Charles A. Loop
Margaret A. Loop

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Carefree
Lot 220, 5th Section

Before me, a Notary Public in and for said County and State, personally appeared Margaret A. Loop & Charles A. Loop, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Margaret A. Rogers
Notary Public

My commission expires: 17th day of May, 1973

Lot 223 in Carefree, Fifth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 79A.13, in the Recorder's Office of Johnson County, Indiana.

Kenneth J. Myers
Joyce W. Myers

Carefree
Lot # 223, 5th Section

STATE OF INDIANA }
COUNTY OF Johnson }

Before me, a Notary Public in and for said County and State, personally appeared James T. Myers & Joyce W. Myers, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Margaret A. Rogers
Notary Public

My commission expires: 17th day of May, 1973

Notary Public
My commission expires: 17th day of May, 1973

The following form estate subscriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 171 in Carefree, Sixth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 80, in the Recorder's Office of Johnson County, Indiana.

Daniel J. Helton
DANIEL J. HELTON
Jane L. Helton

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carefree Lot 171 - 6th Section

Before me, a Notary Public in and for said County and State, personally appeared DANIEL J. HELTON AND JANE L. HELTON, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of April, 1971.

Mary Ann Polens
Notary Public

My commission expires: 17 day Nov, 1973

Lot 176 in Carefree, Sixth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 80, in the Recorder's Office of Johnson County, Indiana.

Judith Ann Polens
JUDITH ANN POLENS

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carefree Lot 176, 6th Section

Before me a Notary Public in and for said County and State, personally appeared JUDITH ANN POLENS AND DAVID ANN POLENS, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of April, 1971.

Mary Ann Polens
Notary Public

My commission expires: 17 day Nov, 1973

Notary Public
100 North Main Street
Johnson County, Indiana

THE FOLLOWING REAL ESTATE SUBDIVISIONS EACH APPLY TO A PLATTED SUBDIVISION SHOWN AS CARRIED WITH THE LOT NUMBER AS SHOWN REFERRING TO THE LOT NUMBER IN SUCH SUBDIVISION WITHIN THE SECTION NUMBER THAT FOLLOWS APPLYING TO THE SECTION WITHIN SAID SUBDIVISION.

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 180 in Carefree, Sixth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 80, in the Recorder's Office of Johnson County, Indiana.

Carlyle Ruth Hickman
Carlyle Ruth Hickman

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carlyle
Lot 180, 6th Section

Before me a Notary Public in and for said County and State personally appeared Carlyle Ruth Hickman, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Wanda P. Rogge
Notary Public

My commission expires: 17 day Nov 1973

Lot 195 in Carefree, Sixth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 80, in the Recorder's Office of Johnson County, Indiana.

George E. Laced Jr.
Myrna M. Laced

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carlyle
Lot # 195, 6th Section

Before me, a Notary Public in and for said County and State personally appeared George E. Laced Jr. Myrna M. Laced, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.
Wanda P. Rogge
Notary Public

My commission expires: 17th day Nov 1973

Instrument prepared by:
Wanda P. Rogge
Attorney at Law
1000 Johnson Avenue
Indianapolis, Indiana 46202

THE FOLLOWING ARE CERTAIN SUBDIVISIONS ETC. APPLY TO
A CERTAIN SUBDIVISION KNOWN AS CAREFREE WITH THE LOT NUMBER
AS SHOWN PERTAINING TO THE LOT NUMBER IN SUCH SUBDIVISION
WITH THE SECTION NUMBER THAT FOLLOWS APPLYING TO THE SECTION
WITHIN SAID SUBDIVISION.

REAL ESTATE DESCRIPTION

GAVEN'S NAME

Lot 196 in Carefree, 5x7x
Section, a subdivision in White
River Township, Johnson County,
Indiana, as per plat thereof, re-
corded in Plat Book 6, Page
80, in the Recorder's Office
of Johnson County, Indiana.

Bernard Charles Kerkhove
Judith Himself Kerkhove

STATE OF INDIANA)
COUNTY OF Johnson) SS:

Carefree
Lot # 198, 6th Section

Before me, a Notary Public in and for said County and
State, personally appeared Bernard Charles Kerkhove,
Clarks Kerkhove, husband and wife, who acknowledged the
execution of the foregoing Declaration of Covenants and
Restrictions, and who, having been duly sworn, stated that
any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of

August, 1971.
Marilyn A Rogers
Notary Public

My commission expires:
17th day November 1973

Lot 200 in Carefree, SIXTH
Section, a subdivision in White
River Township, Johnson County,
Indiana, as per plat thereof, re-
corded in Plat Book 6, Page
80, in the Recorder's Office
of Johnson County, Indiana.

Robert R. Allan
Martha M. Allan

STATE OF INDIANA)
COUNTY OF Johnson) SS:

Carefree
Lot # 200, 6th Section

Before me, a Notary Public in and for said County and
State, personally appeared Robert R. Allan
Martha M. Allan, husband and wife, who acknowledged the
execution of the foregoing Declaration of Covenants and
Restrictions, and who, having been duly sworn, stated that
any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of
August, 1971.

Marilyn A Rogers
Notary Public

My commission expires:
17th day Nov, 1973

My notarial seal expires on:
17th day Nov, 1973
Marilyn A Rogers
Notary Public
1000 Washington Avenue
Indianapolis, Indiana 46202

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 203 in Carefree, SIXTH Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 86, in the Recorder's Office of Johnson County, Indiana.

Russell E. Walden
Anne O. Walden
ANNE O. WALDEN

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Carefree
Lot # 203, 6th Section

Before me a Notary Public in and for said County and State, personally appeared Russell E. Walden, Anne O. Walden, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marilyn A. Rugeley
Notary Public

My commission expires:
17th day

Lot 240 in Carefree, SEVENTH Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 84-8, in the Recorder's Office of Johnson County, Indiana.

James W. Harmon
Janice A Harmon
JANICE A HARMON

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Carefree
Lot 240, 7th Section

Before me a Notary Public in and for said County and State, personally appeared James W Harmon, Janice A Harmon, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marilyn A Rugeley
Notary Public

My commission expires:
17th day

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 245 in Carefree, SEVENTH Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 98 A-C, in the Recorder's Office of Johnson County, Indiana.

James A Ely
J. Charlene Ely

STATE OF INDIANA
COUNTY OF Johnson

Carefree
Lot 245 7th Section

Before me, a Notary Public in and for said County and State, personally appeared JAMES A. ELY AND CHARLENE ELY, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 27 day of April, 1971.

My commission expires:
17 Dec 1973

M. Pauline B. Ruffalo
Notary Public

Lot 248 in Carefree, SEVENTH Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 6, Page 98 A-C, in the Recorder's Office of Johnson County, Indiana.

x Rocky Shelton

STATE OF INDIANA
COUNTY OF Hamilton

Lot 248 - 7th Sect

Before me, a Notary Public in and for said County and State, personally appeared ROCKY SHELTON, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28 day of April, 1971.

My commission expires:
17 Dec 1973

Rocky Shelton
Notary Public

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 271 in Carefree, Tenth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7, Page 3, in the Recorder's Office of Johnson County, Indiana.

Arthur J. Bessie
Arma L. Bessie

Lot 271 in Carefree, Tenth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7, Page 3, in the Recorder's Office of Johnson County, Indiana.

Arthur J. Bessie
Arma L. Bessie

Lot 302 in Carefree, Tenth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7, Page 3, in the Recorder's Office of Johnson County, Indiana.

Arthur J. Bessie
Arma L. Bessie

STATE OF INDIANA

COUNTY OF Johnson

Carefree
Lot #285 4 Section
Lot 291 10 Section
302

I, before me, a Notary Public in and for said County and State, personally appeared Arthur J. Bessie Bessie Arma L. Bessie, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 26th day of April, 1972.

Notary Public

My commission expires: 1973

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

Lot 223 in Carefree, Twelfth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7, Page 7, in the Recorder's Office of Johnson County, Indiana.

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me, a Notary Public in and for said County and State, personally appeared Thomas N. Durham and Patricia K. Durham, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 25th day of April, 1971.

Maubry A. Rogers
NOTARY PUBLIC

My commission expires: 17th day of May, 1973

Lot 323 in Carefree, Twelfth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7, Page 7, in the Recorder's Office of Johnson County, Indiana.

STATE OF INDIANA }
COUNTY OF Johnson }

Before me, a Notary Public in and for said County and State, personally appeared Philip R. Pluris - JEANETTE C. PLURIS, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Maubry A. Rogers
NOTARY PUBLIC

My commission expires: 17th day of May, 1973

OWNER'S NAME

Thomas N. Durham
Patricia K. Durham

Carefree
Lot 320 12th Section

Carefree
Lot 323, 12th Section

Philip R. Pluris
Jeanette C. Pluris
JEANETTE C. PLURIS

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 325 in Carefree, Twelfth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7 Page 8, in the Recorder's Office of Johnson County, Indiana.

Thomas R. Bollinger
Dana Jo Bollinger

STATE OF INDIANA

Carefree
Lot # 325, 12th Section

COUNTY OF Johnson } SS:

Before me a Notary Public in and for said County and State, personally appeared Thomas R. Bollinger & Dana Jo Bollinger, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marjorie A. Rogers
Notary Public

My commission expires:
17th day of Nov 1973

Lot 327 in Carefree, Twelfth Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7 Page 8, in the Recorder's Office of Johnson County, Indiana.

Dale Duncan
Janet P. Duncan

STATE OF INDIANA

Carefree
Lot 327, 12th Section

COUNTY OF Johnson } SS:

Before me a Notary Public in and for said County and State, personally appeared Dale Duncan & Janet P. Duncan, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marjorie A. Rogers
Notary Public

My commission expires:
17th day of Nov 1973

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

OWNER'S NAME

Lot 330 in Carefree, Tract 1/2 Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7, Page 7, in the Recorder's Office of Johnson County, Indiana.

Norman A. Edwards
Elizabeth Edwards

STATE OF INDIANA

Carefree
Lot # 330, 1/2 Section

SS:

Before me a Notary Public in and for said County and State, personally appeared Norman A. Edwards, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marilyn A. Rogers
Notary Public

My commission expires:
17th day of Nov, 1973

Lot 335 in Carefree, Tract 1/4 Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7, Page 7, in the Recorder's Office of Johnson County, Indiana.

Donald J. Hatcher
Mary M. Hatcher

STATE OF INDIANA

Carefree
Lot # 335, 1/4 Section

SS:

Before me a Notary Public in and for said County and State, personally appeared Donald J. Hatcher, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of April, 1971.

Marilyn A. Rogers
Notary Public

My commission expires:
17th day of Nov, 1973

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

REAL ESTATE DESCRIPTION

Lot 363 in Carefree, 13th Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7, Page , in the Recorder's Office of Johnson County, Indiana.

OWNER'S NAME

Edgar A. Burrows
Elizabeth C. Burrows

STATE OF INDIANA

COUNTY OF Marion

SS: Vol 363 - Sec. 13

Before me, a Notary Public in and for said County and State, personally appeared Edgar A. Burrows, husband and Elizabeth C. Burrows, wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of April, 1971.

Charles Russell
Notary Public

My commission expires: 1-2-73

Lot 364 in Carefree, 13th Section, a subdivision in White River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book 7, Page , in the Recorder's Office of Johnson County, Indiana.

Edgar A. Burrows
Donald R. Jones

STATE OF INDIANA

COUNTY OF Marion

SS: Vol 364 - 13th Section

Before me a Notary Public in and for said County and State, personally appeared Donald R. Jones, husband and Edgar A. Burrows, wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of April, 1971.

Charles Russell
Notary Public

My commission expires: 1-2-73

The following real estate descriptions each apply to a platted subdivision known as Carefree with the lot number as shown referring to the lot number in such subdivision with the section number that follows applying to the section within said subdivision:

<u>REAL ESTATE DESCRIPTION</u>	<u>OWNER'S NAME</u>
Lot <u>370</u> in Carefree, <u>Thistlecreek</u> Section, a subdivision in <u>White</u> River Township, Johnson County, Indiana, as per plat thereof, recorded in Plat Book <u>7</u> , page <u>9</u> , in the Recorder's Office of Johnson County, Indiana.	<u>Carth Black</u> <u>James Black</u>

STATE OF INDIANA }
COUNTY OF Johnson } SS: Carefree
Lot 370, 13th Section

Before me, a Notary Public in and for said County and State, personally appeared Carth H. Black Sr. and James L. Black, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of April, 1971.

Marjorie R. Rogers
Notary Public

My commission expires: 17 day Nov - 1973

RECEIVED
FOR RECORD
BOOK 48 PAGE 393
MAY 6 2 32 PM '71
Thyette
RECORDER OF
JOHNSON COUNTY

Instrument prepared by:
Raymond Good
Attorney at Law
5972 Madison Avenue
Indianapolis, Indiana 46227
783-1521