

94026748

AMENDED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

OF

CRYSTAL LAKES

SECOND SECTION

1. Know all men by these presents, that we, the undersigned, collectively comprising a majority of the lot owners of Crystal Lakes Second Section, and each of us having the due authority to execute this document with respect to the lot(s) owned in whole or in part by us, do hereby agree to change and amend as follows the "Declaration of Covenants, Conditions, and Restrictions of Crystal Lakes Second Section," originally recorded in Plat Book C, at page 481B, as kept in the Office of the Recorder of Johnson County, Indiana.
2. The streets and public right-of-ways shown, if not heretofore dedicated, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the City of Greenwood.
3. This subdivision shall be known and designated as "Crystal Lakes Second Section."
4. The streets, if not heretofore dedicated, are hereby dedicated to public use.
5. There are strips of ground marked "Drainage Easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easements hereby created and subject at all times to the proper authorities and the easements hereby created, and no permanent structure of any kind shall be built, erected, or maintained on said Drainage Easement.
6. There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created, and subject at all times to the rights of proper authorities to service the utilities and easements hereby created, and no permanent structure of any kind, fence, shrubbery, planting, etc., will be placed or permitted to remain within the Utility and Drainage Strip.

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7. There are strips of ground marked "Utility Easement" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created, and subject at all times to the rights of proper authorities to service the utilities hereby created, and no permanent structure of any kind, fence, shrubbery, planting, etc., will be placed or permitted to remain within the Utility Easement.
8. There are strips of land marked "Sanitary Sewer Easement" shown on the plat which are hereby reserved for utilities serving this subdivision with sanitary sewer facilities, for the maintenance of mains, manholes, cleanouts on the main and other structures. Owners of property within this plat shall take their title subject to the easement hereby created.
9. (a) There are tracts of land marked "Common Areas" shown on the plat which are hereby reserved for storm water detention lakes. The Common Areas shall be owned and maintained by Crystal Lakes Association, Inc. ("Association"), which shall adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and connecting storm pipes as it deems appropriate, and may amend and modify the same from time to time as it deems advisable, necessary or appropriate. These rules and regulations shall be contained in the Articles of Incorporation and By-Laws of the Association and shall be recorded with this declaration and incorporated herein. (b) Except as may be otherwise provided herein, no person or entity other than the owners of Lots 56, 57, 58, 59, 60, 61, 63 and 64 (collectively hereinafter referred to as the "Lake Lot Owners") shall be entitled to utilize or occupy any portion of the Common Areas in this subdivision for any purpose without the prior written consent of the Board of Directors of the Association. The responsibility and expense to maintain and repair the Common Area in this subdivision shall be borne exclusively by the Lake Lot Owners, and shall be equally divided among the Lake Lot Owners. Such Lake Lot Owners (and their guests, if accompanied by the respective Lake Lot Owner) shall have the right to utilize the lake in the Common Area in the subdivision for pleasure fishing, swimming, or boating (but only non-motorized boating). The Lake Lot Owners shall further be equally responsible for the cost of all liability insurance procured by the Association relative to the Common Area in this subdivision. The Board of Directors of the Association shall have the power to oversee the maintenance and upkeep of the Common Area and, if reasonably necessary, arrange for the maintenance of such Common Area and assess the

cost thereof against the Lake Lot Owners, including the imposition and foreclosure of liens, if necessary. Further, the requirements and obligations imposed upon the Lake Lot Owners contained in this subparagraph (b) hereof shall not be effective against the current or subsequent owners of Lots 59 and 63 until an owner of such Lot(s) executes an agreement with the Association and the same is recorded in the Office of the Recorder of Johnson County, Indiana, agreeing to be bound by the provisions of this subparagraph.

10. All lots in this subdivision shall be controlled by the City of Greenwood Zoning Ordinance No. 82-1 under the zoning classification of R-2 with lots 39, 40, 42, 43, 44, 45 and 64 having a lesser lot area being approved under the 20/20 option by the Plan Commission; present and future owners or occupants shall be subject to the restrictive covenants contained herein, which shall run with the land.
11. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling not to exceed three stories in height and an attached garage for at least two (2) cars.
12. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1500 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
13. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 10 feet to a side yard line, and the total side yard set-back (both sides) must be at least 20 feet. A five (5) foot side yard set-back shall be required for an accessory building not exceeding 18 feet in height and if detached from the principal building, it shall be located at least as far back as the rear of the principal building. No building shall be erected closer than 20 feet to the rear lot line, or 20 percent of the lot depth front to back, whichever is the least.
14. No building shall be erected, placed or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall

shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. Approval shall be as provided in Part 16.

15. The Architectural Control Committee shall be composed of the owners of the herein described real estate, or by their duly authorized representative(s). A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
16. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
17. The maintenance, repair, and upkeep, for the Common Areas and storm pipes connecting the facilities shall be by the Association, a corporation organized as a not-for-profit corporation under the laws of the State of Indiana. Each Owner of a lot shall, automatically upon becoming an owner of a lot, be and become a member of the Association and shall remain a member until such time as his ownership ceases, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner.
18. The Association shall elect a Board of Directors annually (except for an Initial Board of Directors defined in the By-Laws) in accordance with and as prescribed by the By-Laws. Each Owner shall be entitled to cast his Percentage Vote for the election of the Board of Directors, except for such Initial Board of Directors who shall serve for the period provided in the By-Laws. Each person serving on the Initial Board of Directors, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member of the Association and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the initial Board of Directors shall be deemed or considered a member of the Association nor an Owner of a lot for any other purpose (unless he is actually an Owner of a lot unit and thereby a member of the Association).

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19. The Board of Directors shall be the governing body of the Association, representing all of the Owners in providing for the maintenance, repair, and upkeep of the Common Areas and connecting storm pipes.
20. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
21. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. The exterior surface of all buildings shall be of a material demonstrated to last at least 50 years.
22. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
23. No oil drilling, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. All gas and oil tanks must be concealed.
24. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial use.
25. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste matter or materials shall be kept only in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
26. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street property line with the edge of a driveway pavement.

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27. No individual water supply system or sewage disposal system shall be permitted on any lot.
28. Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1963, and all amendments thereto.
29. Any motor vehicle that is inoperative or that is not being used for normal transportation shall not be permitted to remain on any lot unless enclosed in a garage, nor shall such vehicle be allowed to remain on the streets in the subdivision.
30. No boats, motorcycles, trailers, campers, motor homes, machinery or other equipment, recreational vehicles, or any other similar vehicle or item, shall be stored or maintained on any lot unless enclosed in a garage.
31. Mail boxes and mail box posts shall be uniform in color and style, with such information available from the Association's Board of Directors.
32. No chain link fence shall be erected or placed on any lot.
33. No dwelling shall be constructed with a slab at grade type of foundation.
34. No above ground pool in excess of eight (8) feet in diameter or in length at its longest point or two (2) feet in height shall be constructed or maintained on any lot.
35. No exterior radio or television antenna shall be erected or maintained on any lot.
36. No fence, wall, deck, satellite dish or other similar device, swimming pool, or any other external construction (including but not limited to tennis courts, basketball courts, or other constructions having an exposed surface area in excess of ten (10) square feet) shall be erected, placed or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and situation on the lot. Architectural Control Committee approval shall be as provided for in paragraph 16 hereof.

37. The finished yard elevation at the house site on lots in this subdivision shall be not less than the elevation (U.S.G.S. Datum) shown on the general development plan on file in the office of the Plan Commission, City of Greenwood, Indiana.

38. Owners of property within this plat shall take their titles subject to the following conditions:

- (A) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Greenwood Board of Public Works & Safety. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the B.P.W. & S.
- (B) Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the B.P.W. & S. will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.
- (C) The right of Texas Eastern Products Pipeline Company (hereinafter called "TEPPCO"), their successors and assigns as recorded in Deed Record 255, Page 960 in the Office of the Recorder, Johnson County, Indiana, to construct, operate, maintain, alter, repair, replace and remove, and change the size of, at anytime or from time to time, additional pipelines and appurtenances thereto, above or below ground, (including without limitation corrosion control equipment), on, over, across and under the Portion, provided, that all such additional pipelines and appurtenances shall be constructed entirely within the Easement and in conducting such activities from time to time, TEPPCO shall have temporary use of necessary working area adjacent to the Easement, not to exceed a width of twenty-five (25) feet, except to the extent such adjacent area is encumbered by structures or obstructions.

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39. These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are initially recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless at any time following recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

40. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set unto our respective hands on the date set forth opposite our names below.

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William A. Theal  
Signature

WILLIAM A. THEAL  
Printed

56  
Lot Number

10-9-94  
Date

[Signature]  
Signature

JAMES A. SLEAR  
Printed

61  
Lot Number

10/9/94  
Date

Frederic W. Gilbert  
Signature

Frederic W. Gilbert  
Printed

53  
Lot Number

10/9/94  
Date

[Signature]  
Signature

HARRY R. STAFFORD III  
Printed

50  
Lot Number

10-9-94  
Date

[Signature]  
Signature

JACK R. ANDERSON  
Printed

60  
Lot Number

10/9/94  
Date

[Signature]  
Signature

GERALD ALLGOOD  
Printed

43  
Lot Number

10/9/94  
Date

STATE OF INDIANA )  
COUNTY OF Johnson ) SS:

Before me, a Notary Public in and for said County and State,  
personally appeared JAMES A. SLEAR, FREDERIC W. GILBERT,  
HARRY R. STAFFORD, III, JACK R. ANDERSON AND GERALD  
ALLGOOD

who acknowledged the execution of the foregoing Amended  
Declaration of Covenants, Conditions, and Restrictions of Crystal  
Lakes, Second Section, and who, having been duly sworn, stated  
that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day  
of OCTOBER, 1994.

Jean M. Theal  
Notary Public  
JEAN M. THEAL  
(Printed)

My Commission Expires:  
6/16/97

My County of Residence:  
JOHNSON

STATE OF INDIANA )  
 )  
COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State, personally appeared William A. Theal who acknowledged the execution of the foregoing Amended Declaration of Covenants, Conditions, and Restrictions of Crysta' Lakes, Second Section, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9th day of October, 1994.

*Doris A. Marcum*  
Notary Public

*Doris A. Marcum*  
(Printed)

My Commission Expires:  
2-08-97

My County of Residence:  
*Hamilton*

DORIS A. MARCUM  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXP. FEB. 8, 1997

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<u>Elizabeth J. Nyland</u> Signature	<u>Elizabeth J. Nyland</u> Printed	<u>46</u> Lot Number	<u>10/9/94</u> Date
<u>T. P. Mander</u> Signature	<u>THOMAS MANDER</u> Printed	<u>57</u> Lot Number	<u>10/15/94</u> Date
<u>David A. Venable</u> Signature	<u>DAVID A. VENABLE</u> Printed	<u>58</u> Lot Number	<u>10/15/94</u> Date
<u>Kenneth A. Barnes</u> Signature	<u>KENNETH A. BARNES</u> Printed	<u>34</u> Lot Number	<u>10/15/94</u> Date
<u>Tim Teather</u> Signature	<u>TIM TEATHER</u> Printed	<u>40</u> Lot Number	<u>10/14/94</u> Date
<u>Kevin A. Destrope</u> Signature	<u>KEVIN A. DESTROPE</u> Printed	<u>41</u> Lot Number	<u>10/14/94</u> Date

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State,  
personally appeared ELIZABETH J. NYLAND

who acknowledged the execution of the foregoing Amended  
Declaration of Covenants, Conditions, and Restrictions of Crystal  
Lakes, Second Section, and who, having been duly sworn, stated  
that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day  
of OCTOBER, 1994.

Jean M. Theal  
Notary Public  
JEAN M. THEAL  
(Printed)

My Commission Expires:  
6/16/97

My County of Residence:  
JOHNSON

STATE OF INDIANA )  
                              )  
COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State,  
personally appeared Elmer P. Manalo, David A. Venable and Kenneth A.  
Farnes who acknowledged the execution of the foregoing Amended  
Declaration of Covenants, Conditions, and Restrictions of Crystal  
Lakes, Second Section, and who, having been duly sworn, stated  
that any representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of October,  
1994.

Jean M. Theal  
Notary Public

JEAN M. THEAL  
(Printed)

My Commission Expires:  
11/15/97

My County of Residence:  
JOHNSON

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STATE OF INDIANA )  
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COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State, personally appeared Tim Trotter and Kevin A. Destrampe who acknowledged the execution of the foregoing Amended Declaration of Covenants, Conditions, and Restrictions of Crystal Lakes, Second Section, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of October, 1994.

Jean M. Theal  
Notary Public

JEAN M. THEAL  
(Printed)

My Commission Expires:

6/16/97

My County of Residence:

JOHNSON

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<u><i>[Signature]</i></u> Signature	<u>JOSEPH J. PEREIRA</u> Printed	<u>49</u> Lot Number	<u>10/16/94</u> Date
<u><i>[Signature]</i></u> Signature	<u>KAREN SCALES</u> Printed	<u>47</u> Lot Number	<u>10/16/94</u> Date
<u><i>[Signature]</i></u> Signature	<u>JOHN IRONS</u> Printed	<u>52</u> Lot Number	<u>10/16/94</u> Date
<u><i>[Signature]</i></u> Signature	<u>DANIEL P. FYFFE</u> Printed	<u>48</u> Lot Number	<u>10/16/94</u> Date
<u><i>[Signature]</i></u> Signature	<u>Tom Donald</u> Printed	<u>36</u> Lot Number	<u>10/16/94</u> Date
<u><i>[Signature]</i></u> Signature	<u>R.B. PATTAR</u> Printed	<u>35</u> Lot Number	<u>10/29/94</u> Date

STATE OF INDIANA )  
COUNTY OF Johnson ) SS:

Before me, a Notary Public in and for said County and State, personally appeared JOSEPH J. PEREIRA, KAREN SCALES, JOHN IRONS, DANIEL P. FYFFE, Tom Donald

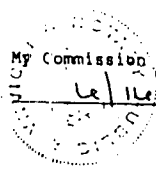
who acknowledged the execution of the foregoing Amended Declaration of Covenants, Conditions, and Restrictions of Crystal Lakes, Second Section, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 16 day of OCTOBER, 1994.

*[Signature]*  
Notary Public  
JEAN M. THEAL  
(Printed)

My Commission Expires: 6/11/97


My County of Residence: JOHNSON



STATE OF INDIANA )  
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COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State, personally appeared R.B. Pattar who acknowledged the execution of the foregoing Amended Declaration of Covenants, Conditions, and Restrictions of Crystal Lakes, Second Section, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of October, 1994.

  
\_\_\_\_\_  
Notary Public

JEAN M. THEAL  
(Printed)

My Commission Expires:  
6/16/97

My County of Residence:  
JOHNSON

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<u>Frances A. Webster</u> Signature	<u>Frances A. Webster</u> Printed	<u>37</u> Lot Number	<u>10/29/94</u> Date
<u>Willie W. Warden</u> Signature	<u>WILLIE W. WARDEN</u> Printed	<u>63</u> Lot Number	<u>11-28-94</u> Date
<u>Helen K. Hill</u> Signature	<u>Helen K. Hill</u> Printed	<u>64</u> Lot Number	<u>11-29-94</u> Date

Signature _____	Printed _____	Lot Number _____	Date _____
Signature _____	Printed _____	Lot Number _____	Date _____
Signature _____	Printed _____	Lot Number _____	Date _____

STATE OF INDIANA )  
COUNTY OF JOHNSON ) SS:

Before me, a Notary Public in, and for said County and State,  
personally appeared FRANCES A. WEBSTER

who acknowledged the execution of the foregoing Amended  
Declaration of Covenants, Conditions, and Restrictions of Crystal  
Lakes, Second Section, and who, having been duly sworn, stated  
that any representations therein contained are true.

Witness my hand and Notarial Seal this 29 day  
of OCTOBER, 1994.

Jean M. Theal  
Notary Public  
JEAN M. THEAL  
(Printed)

My Commission Expires:  
4/16/97

My County of Residence:  
JOHNSON



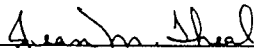
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STATE OF INDIANA )  
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COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State, personally appeared Willie W. Walden who acknowledged the execution of the foregoing Amended Declaration of Covenants, Conditions, and Restrictions of Crystal Lakes, Second Section, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of November, 1994.

  
\_\_\_\_\_  
Notary Public

JEAN M. THEAL  
(Printed)

My Commission Expires:  
6/16/97

My County of Residence:  
JOHNSON

STATE OF INDIANA )  
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COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State,  
personally appeared Helen L. Hill who acknowledged the execution  
of the foregoing Amended Declaration of Covenants, Conditions,  
and Restrictions of Crystal Lakes, Second Section, and who, having  
been duly sworn, stated that any representations therein contained  
are true.

Witness my hand and Notarial Seal this 29th day of November,  
1994.

*Jean M. Theal*  
\_\_\_\_\_  
Notary Public

JEAN M. THEAL  
(Printed)

My Commission Expires:  
6/16/97

My County of Residence:  
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THIS DOCUMENT PREPARED BY: WILLIAM A. THEAL

Dec 16 3 53 PM '94

RECEIVED FOR RECORD  
BOOK 68 PAGE 31  
JACQUOLINE E. KELLER  
JOHNSON COUNTY RECORDER