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Book 375 Page 052

(1) WARRANTY DEED
(2) GRANT OF MUTUAL NON-EXCLUSIVE RIGHTS-OF-WAY AND UTILITY EASEMENTS
(3) DECLARATION OF COVENANTS

MANTOOTH ESTATES

THIS INDENTURE WITNESSETH, that BRUCE A. MANTOOTH (Grantor), of Morgan County, State of Indiana, does hereby GRANT, CONVEY, WARRANT, DEDICATE and DECLARE to MARTHA J. NAYLOR, Trustee to reconvey, in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Morgan County, Indiana, to-wit:

(Exhibit A attached and incorporated in this conveyance)

Also known as "MANTOOTH ESTATES" according to a common plan of development and division into parcels

TOGETHER WITH AND SUBJECT TO certain non-exclusive mutual road-way and utility easements which are more particularly described as follows, to-wit:

(Exhibit B-1 through and including Exhibit B-3, attached and incorporated in this conveyance)

for the purpose of providing ingress and egress and public utility service for the various parcels comprising the real estate described in Exhibit A.

ALL SUBJECT to the following conditions, restrictions and covenants, attached hereto as Exhibit C, all of which shall run with the land and be binding upon the Grantees and their successors in title to the real estate or any part thereof:

The East Half of the Southwest Quarter and part of the West Half of the Southeast Quarter of Section 17, Township 13 North, Range 2 East, Morgan County, Indiana, described as follows:

BEGINNING at an engraved stone which marks the northwest corner of the East Half of the Southwest Quarter of Section 17; thence North 88 degrees 08 minutes 20 seconds East (assumed bearing), with the north line of the East Half, 1349.71 feet to an iron pipe which marks the northeast corner of the East Half of the Southwest Quarter and the northwest corner of the West Half of the Southeast Quarter; thence North 87 degrees 57 minutes 07 seconds East, with the north line of said West Half, 1354.10 feet to an iron pipe in the county road which marks the northeast corner of the West Half of the Southeast Quarter; thence South no degrees 26 minutes 45 seconds East, with the east line of said West Half and the county road, 1422.87 feet to an iron pin (for reference, an iron spike is South 78 degrees 36 minutes 24 seconds East, 2.87 feet); thence South 89 degrees 03 minutes 15 seconds West, 939.80 feet to an iron pin (for reference, an iron spike is South 71 degrees 35 minutes 40 seconds East, 2.87 feet); thence South no degrees 28 minutes 15 seconds East, 1251.04 feet (formerly 1253.0 feet) to an iron pin on the south line of the West Half of the Southeast Quarter (for reference, the iron pipe which marks the southeast corner of the West Half is North 87 degrees 21 minutes 58 seconds East, 939.90 feet); thence South 87 degrees 21 minutes 58 seconds West, with said south line, 416.09 feet to an iron pin which marks the southwest corner of the West Half of the Southeast Quarter and the southeast corner of the East Half of the Southwest Quarter; thence South 87 degrees 35 minutes 07 seconds West, with the south line of the East Half of the Southwest Quarter, 1343.24 feet to an iron pin (for reference, the iron pin which marks the southwest corner of the East Half of the Southwest Quarter is South 87 degrees 35 minutes 07 seconds West, 12.90 feet); thence North no degrees 44 minutes 48 seconds West, 1601.00 feet to an iron pin on the west line of the East Half of the Southwest Quarter; thence North no degrees 17 minutes 08 seconds West, with said west line, 1071.98 feet to the Point of Beginning and containing 138.351 acres, more or less.

Per survey dated December 29, 1994 by Holloway & Associates, P.C., Indiana Registered Land Surveyor #S0530, as per survey recorded February 6, 1995 in Survey Record 5, page 16, in the Office of the Recorder of Morgan County, Indiana.

DULY ENTERED FOR TAXATION

APR 25 1995

EXHIBIT A

Brenda Adams
Auditor, Morgan County

An access and utility easement, fifty (50.00) feet in width, twenty-five (25.00) feet each side of centerline, lying in the West Half of the Southeast Quarter and in the East Half of the Southwest Quarter of Section 17, Township 13 North, Range 2 East, Morgan County, Indiana, the centerline of said easement being described as follows:

Commencing at an engraved stone which marks the northwest corner of the East Half of the Southwest Quarter; thence North 88 degrees 08 minutes 20 seconds East (assumed bearing), with the north line of the East Half, 1349.71 feet to an iron pipe which marks the northeast corner of the East Half of the Southwest Quarter and the northwest corner of the West Half of the Southeast Quarter; thence North 87 degrees 57 minutes 07 seconds East, with the north line of said West Half, 1354.10 feet to an iron pipe in the county road which marks the northeast corner of the West Half of the Southeast Quarter; thence South no degrees 26 minutes 45 seconds East, with the east line of said West Half and the county road, 730.07 feet to an iron pin and the **POINT OF BEGINNING** of the easement herein described; thence South 89 degrees 33 minutes 15 seconds West, 1236.32 feet; thence South 26 degrees 07 minutes 55 seconds West, into the East Half of the Southwest Quarter, 1424.48 feet to the terminus of the easement.

An access and utility easement, fifty (50.00) feet in width, twenty-five (25.00) feet each side of centerline, lying in the West Half of the Southeast Quarter and in the East Half of the Southwest Quarter of Section 17, Township 13 North, Range 2 East, Morgan County, Indiana, the centerline of said easement being described as follows:

Commencing at an engraved stone which marks the northwest corner of the East Half of the Southwest Quarter; thence North 88 degrees 08 minutes 20 seconds East (assumed bearing), with the north line of the East Half, 1349.71 feet to an iron pipe which marks the northeast corner of the East Half of the Southwest Quarter and the northwest corner of the West Half of the Southeast Quarter; thence North 87 degrees 57 minutes 07 seconds East, with the north line of said West Half, 1354.10 feet to an iron pipe in the county road which marks the northeast corner of the West Half of the Southeast Quarter; thence South no degrees 26 minutes 45 seconds East, with the east line of said West Half and the county road, 730.07 feet to an iron pin which marks the point of beginning of the centerline of a fifty (50) foot wide access and utility easement (Easement Number One); thence South 89 degrees 33 minutes 15 seconds West, with the centerline of said easement, 1236.32 feet to the POINT OF BEGINNING of the easement herein described; thence North 86 degrees 44 minutes 25 seconds West, into the above captioned East Half of the Southwest Quarter, 699.97 feet to an iron pin; thence North 58 degrees 45 minutes 22 seconds West, 200.00 feet to the terminus of the easement.

An access and utility easement, thirty (30.00) feet in width, fifteen (15.00) feet each side of centerline, lying in the East Half of the Southwest Quarter of Section 17, Township 13 North, Range 2 East, Morgan County, Indiana, the centerline of said easement being described as follows:

Commencing at an engraved stone which marks the northwest corner of the East Half of the Southwest Quarter; thence North 88 degrees 08 minutes 20 seconds East (assumed bearing), with the north line of the East Half, 1349.71 feet to an iron pipe which marks the northeast corner of the East Half of the Southwest Quarter and the northwest corner of the West Half of the Southeast Quarter; thence North 87 degrees 57 minutes 07 seconds East, with the north line of said West Half, 1354.10 feet to an iron pipe in the county road which marks the northeast corner of the West Half of the Southeast Quarter; thence South no degrees 26 minutes 45 seconds East, with the east line of said West Half and the county road, 730.07 feet to an iron pin which marks the point of beginning of the centerline of a fifty (50) foot wide access and utility easement (Easement Number One); thence South 89 degrees 33 minutes 15 seconds West, with the centerline of said easement, 1236.32 feet to the point of beginning of the centerline of a fifty (50) foot wide access and utility easement (Easement Number Two); thence North 86 degrees 44 minutes 25 seconds West, with the centerline of said easement and into the above captioned East Half of the Southwest Quarter, 699.97 feet to an iron pin and the POINT OF BEGINNING of the easement herein described; thence South 17 degrees 14 minutes 58 seconds West, 46.31 feet to an iron pin; thence South 10 degrees 22 minutes 15 seconds West, 440.00 feet to the terminus of the easement.

COVENANTS AND RESTRICTIONS
OF
MANTOOTH ESTATES

The following restrictions, covenants, provisions and conditions shall apply to the plat of MANTOOTH ESTATES for the mutual benefit of all parcel owners, to preserve the value of the real estate, to insure proper use and appropriate improvement of the real estate and to encourage the construction of attractive buildings at appropriate locations; to prevent haphazard development which may not be in harmony with other improvements; and all these conditions and restrictions and covenants shall be construed to accomplish the general purpose.

The covenants shall run with the land and be enforced by any one or more of the parcel owners of the real estate set out in the plat.

1. Land Use. All lots herein are for residential use only, limited to one single family dwelling per lot.
2. Further Subdivision. Further subdivision or division of any lot will not be permitted.
3. Dwelling Quality and Size. All residential structures shall have a minimum of thirty-two (32) inch concrete footing, below ground level, and shall also have solid masonry foundations. All residential structures shall have brick, stone, vinyl or aluminum siding. No imitation brick or stone siding will be permitted. Roofing shall be of shingles made of fiberglass, asphalt or cedar materials. No mobile, manufactured or prefabricated homes will be permitted. Construction on any dwelling shall be completed within one (1) year from the date construction begins.

The ground floor area of one story dwelling structure, exclusive of porches, basements and garages, shall be not less than one thousand five hundred (1,500) square feet. For multi-story homes the ground floor shall contain a minimum of one thousand (1,000) square feet with a total floor area, for all stories, of not less than two thousand (2,000) square feet. No dwelling shall exceed two and one-half (2½) stories in height and each residence shall have an attached garage with a minimum area of four hundred (400) square feet.

4. Building Location. No building shall be located on any parcel nearer to the front lot line, or to the side and rear property line than the setback required by Morgan County zoning ordinance. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the

building; provided, however, that this shall not be construed to permit any portion of any building on any parcel to encroach upon any other parcel unless the other parcel, or part thereof, is owned by the same owner.

5. Existing Structures. The existing buildings located on Parcels Number Four (4) and Five (5) are exempt from the requirements of these covenants and restrictions pertaining to quality, size and type of construction.
6. Waste Disposal. All waste from bathrooms, sinks and laundry tubs shall be disposed of through sewer lines or approved septic systems and shall comply with the regulations of the Indiana State Board of Health and all other proper State or Municipal Authorities. If at any time a central sanitary sewer becomes available, the owners of each lot must connect to the sewer.
7. Storage and Refuse Disposal. No outside storage of equipment, materials, supplies or debris shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition out of public view except on collection days. No incinerators or trash burning shall be allowed.
8. Storage Tanks. Tanks for fuel oil, propane or any other type of storage tank must be placed within buildings or placed underground or be shielded with lattice work and a living screen on all four sides. Compliance with all applicable federal, state and local environmental, health and safety laws is required.
9. Mowing. On each parcel the existing pasture or grass land shall be mowed, as needed, such that the grass or vegetation does not exceed 12 inches in height. Unsold parcels shall be mowed and maintained by the developer. If sold lots are not mowed, the developer shall have the option to mow the parcel and charge the owner a reasonable fee, by lien placed of record.
10. Vehicles. Inoperative or unlicensed vehicles including cars, trucks, recreational vehicles and any other type of vehicle will not be permitted on any parcel for more than thirty (30) days unless stored in a garage. Trailers shall not be used as a residence. Semi-trailers and tractors must be stored in a building. All vehicles, tractors, motorcycles, mini-bikes, law mowers, etc., must be equipped with a manufacturer's approved muffler in good working condition. In no event at any time shall any parcel have more than five motor vehicles

thereon for any period in excess of forty-eight (48) consecutive hours.

11. Animals. No more than two (2) large animals including cows, horses, ponies, goats or sheep will be allowed on any parcel. However, there shall be no swine, of any kind, at any time. In addition to two (2) large animals, each parcel shall be allowed a total of three (3) household pets including but not limited to dogs and cats, provided they are not kept, bred or maintained for any commercial purposes. All animals shall be restricted to the owners' property unless the animal is on a leash accompanied by the parcel owner or another adult with the owner's permission.
12. Nuisance. No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
13. Businesses. No mercantile building shall be erected, built or placed on the real estate shown hereon, nor shall any business of any nature be permitted, except for home offices as defined in the Morgan County Zoning Ordinance applicable at the time in question.
14. Auto Mechanics. Except for minor or routine repair any maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted, unless within a fully enclosed building.
15. Accessory Buildings. One (1) residential accessory building, such as a barn or garage may be placed upon each lot. All accessory buildings shall be constructed of similar materials and color as the residential structure and the roof shall have asphalt, cedar or fiberglass shingles. Placement of accessory buildings shall be located to the rear of the dwelling and not nearer than thirty (30) feet to the side or rear property line. Maximum size of any accessory building is 1500 square feet.
16. Dwelling Plan Approval. All plans for dwelling and accessory buildings must be approved by the developer as long as the developer retains an interest in the development. Any rejection of building plans by the developer must be in writing and state the reasons for rejection. The developer cannot reject plans for unreasonable or capricious reasons.
17. Swimming Pools. Swimming pools both in-ground and above-ground are acceptable. All swimming pools must be fenced and above ground pools shall be fenced with a privacy fence in

such a manner as to conceal the pool from public view.

18. Enforcement. These covenants and restrictions are to run with this land and shall be binding upon all parties claiming under them, unless 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. The right to enforce these covenants by injunction, together with the right to cause removal by due process of the law of any structure or part thereof erected or maintained in violation thereof, is hereby dedicated to and reserved to the several owners of the several parcels shown hereon and to their heirs and assigns. Invalidation of any covenant or restriction herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.
19. Association. All owners of the subject real estate shall be members of a not-for-profit mutual benefit corporation to be known as MANTOOTH ESTATES ASSOCIATION, INC., formed pursuant to Indiana Code 23-17-1 et seq. known as the Indiana Non-Profit Corporation Act of 1991. All owners of the real estate, whether legal or equitable, shall be members of the Association. However, there shall only be one membership vote for each parcel. Purchasers on contract (equitable owners) shall be entitled to the membership rather than the deed holder. The burden is on the contract purchaser to notify the Association of such ownership for purposes of notices and voting. Where the equitable ownership or legal ownership is vested in more than one person, they shall agree among themselves as to how to exercise the one vote applicable to said parcel.

The Association shall be initially incorporated and formed by the developer and shall continue in existence thereafter unless terminated by a vote of 75% of the parcels. The developer shall be the initial President and sole officer of the corporation. The President shall be responsible for the maintenance and repair of the private roads within MANTOOTH ESTATES. He shall cause notice to be mailed to all owners of record, and those equitable owners who have notified him of their rights, as determined by the Auditor's records as of December 31, on or before January 15 of the succeeding calendar year, for any road maintenance levies or Association dues. The President shall have all other powers vested in his office by Indiana law.

At such time as the developer has sold 25 parcels, or as of the date of the annual meeting, 1999, whichever comes first, the owners thereof shall elect a Board of Directors consisting of three members. After the initial election, successor

board members shall be elected for annual terms commencing April 1 and expiring March 31 at an annual meeting on the first Saturday in March of each calendar year. Board members shall serve, however, until a successor shall qualify and be elected. All board members shall be owners.

The Board of Directors shall be responsible for establishing sufficient road maintenance levies and shall utilize such levies to maintain the roads, assessing each owner 1/27 of the amount so determined for annual road maintenance, for each parcel owned. The assessment for each parcel shall be payable by February 15 of each year, together with interest, costs of collection and reasonable attorney fees. Such charges shall be a lien against each parcel, subordinate to any purchase money mortgage and shall be the liability of the owners of said parcel and may be recorded and foreclosed in the name of the Association by judicial proceedings as real estate mortgages are foreclosed.

At the annual meeting, the newly elected board members shall elect among themselves the President, Vice President and Secretary/Treasurer, as officers of the corporation for the following year.

All road maintenance levies not paid timely, shall be subject to a late charge of 2% per month, together with said attorney fees and costs of collection and subject to foreclosure and judicial sale.

Neither developer nor board members nor officers shall be held personally liable in the discharge of their duties except for intentional misconduct. There may be included in the road maintenance budget a sufficient sum to provide insurance from liability in favor of developer, board members or officers as well as public liability and property damage insurance covering all voting members, board members, developer and officers for liabilities that may be incurred by reason of common roadway usage or ownership.

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Lillian H. Havel
MORGAN CO. RECORDER

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Book 141 Page 328

SECOND AMENDMENT TO COVENANTS AND RESTRICTIONS
OF MANTOOTH ESTATES

Come now the undersigned, being the owners of all of the tracts of Mantooth Estates as set forth in Book 375, page 52, recorded April 25, 1995 in the Office of the Recorder of Morgan County, Indiana, and hereby amend the Covenants and Restrictions of Mantooth Estates previously recorded at Book 375, page 58, on said date, in said office, and the Amendment to Covenants and Restrictions of Mantooth Estates recorded at Book 134, page 314 in the following particulars: Covenants and Restrictions, paragraphs 3, 15, and 11 are hereby amended and shall hereafter provide as follows: (specific amendatory language shown by underline)

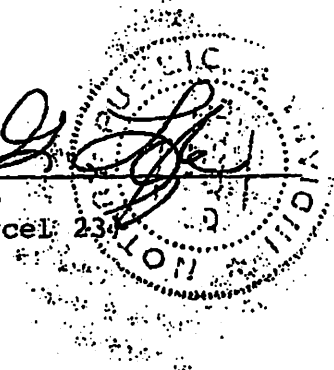
Paragraph 3 is amended to read as follows:

3. Dwelling Quality and Size. All residential structures shall have a minimum of thirty-two (32) inch concrete footing, below ground level, and shall also have solid masonry foundations. All residential structures shall have brick, stone, or all natural wood or a combination of these, and will also be allowed 25% textured aluminum siding, or vinyl clad siding, when built in combination with natural wood, brick, or stone. Roofing shall be of shingles made of fiberglass, asphalt or cedar materials. No mobile, manufactured or prefabricated homes will be permitted. Construction on any dwelling shall be completed within one (1) year from the date construction begins.

The ground floor area of a one story dwelling structure, exclusive of porches, basements and garages, shall be not less than one thousand five hundred (1,500) square feet. For multi-story homes the ground floor shall contain a minimum of one thousand (1,000) square feet with a total floor area, for all stories, of not less than two thousand (2,000) square feet. No dwelling shall exceed two and one-half (2½) stories in height and each residence shall have an attached garage with a minimum area of four hundred (400) square feet.

David G. Lyle

David G. Lyle
(Owner of Parcel 23)



STATE OF INDIANA)
) SS:
COUNTY OF *Marion*)

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

WITNESS my hand and Notarial Seal this 7th day of August, 1996.

My Commission Expires:

11/27/98

(Signature)

Ginger Schriber

(Printed)

Resident of Marion Co., IN

HERETOFORE ENTERED FOR TAXATION
Dwanda Adams DATE 8-13-96
MORGAN COUNTY AUDITOR

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Dickie Hewitt
MORGAN CO. RECORDER

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BOOK

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**THIRD ADMENDMENT TO COVENANTS AND RESTRICTIONS
OF MANTOOTH ESTATES.**

Come now the undersigned, being the owners of all of the tracts of Mantooth Estates as set forth in Books 375, 141, pages 52, and 328. Record dates April 2, 1995 and April 2, 1996 in the office of the Recorder of Morgan County of Indiana, hereby amend the Covenants and Restrictions, of Mantooth Estates previously recorded. Covenants and Restrictions, paragraphs 15 and 19 are hereby amended and shall here after provide as follows:

Paragraph 15 is amended to read as follows:

15. Accessory Buildings. Two (2) residential accessory buildings, such as barns or garages may be on each lot.

One (1) larger building maximum 1500 square feet.


One (1) smaller building maximum 500 square feet.

Only one (1) building may exceed 500 square feet. All other restrictions pertaining to Accessory Buildings remain the same as previously recorded.

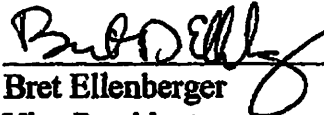
Paragraph 19 is amended to read as follows:

19. The Board of Directors shall be responsible for establishing sufficient road maintenance levies and shall utilize such levies to maintain the roads, assessing each owner 1/22 of the amount so determined for annual road maintenance. This excludes Lots 1, 2, 3, 4, and 5 from paying road maintenance levies. Through this change Lots 1, 2, 3, 4, and 5 shall have no vehicle access to or from roads maintained through association.

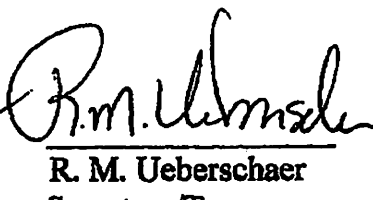
All other restrictions pertaining to paragraph 19 shall Remain the same as previously recorded.



Ed Moore
President



Bret Ellenberger
Vice President



R. M. Ueberschaer
Secretary/Treasurer

STATE OF INDIANA

SS:

COUTY OF MORGAN

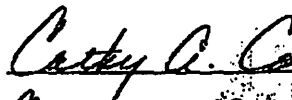
Before me, a Notary Public in and for County and State, personally appeared Ed Moore, Bret Ellenberger, and R. M. Ueberschaer who having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 17th day of April, 1999.

My commission Expires:

March 21, 2008

(Signature)



(Printed)

CATHY A. COE



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1000
1200

20105517

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FOURTH ADMENDMENT TO COVENANTS AND RESTRICTIONS OF MANTOOTH ESTATES.

Come now all those present at the meeting on December 11th 2000, being land owners in Mantooth Estates as set forth in Books 375,141, pages 52 and 328. Record dates April 2, 1995 and April 2,1996 in the office of the Recorder of Morgan County of Indiana, hereby amend the Covenants and Restrictions, of Mantooth Estates previously recorded. Covenants and Restrictions, of paragraph 15 are hereby amended and shall here after provide as follows:

Paragraph 15 is amended to read as follows:

- 15. Accessory Buildings. Two (2) residential accessory buildings, such as barns or garages may be on each lot , and not exceed a total of 2000 square feet.

RECEIVED FOR RECORD

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Karen Burdine
MORGAN CO RECORDER

Ed Moore

Ed Moore
President

Bret Ellenberger *Delores Burdine*

Bret Ellenberger
Vice President

PREPARED BY:
Delores Burdine
Secretary/Treasurer

STATE OF INDIANA
COUNTY OF MORGAN

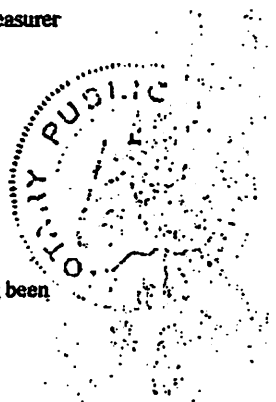
Before me , a Notary Public in and for County and

State, personally appeared Ed Moore, Bret Ellenberger, and Delores Burdine who having been duly sworn, stated that any representations contained therein are true,

Witness my hand and Notarial Seal this 20th day of February 2001.

My commission Expires: December 15, 2006 Signature *Dorla L. Fishel*

Printed DORLA L. FISHEL



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FIFTH AMENDMENT TO COVENANTS AND RESTRICTIONS OF MANTOOTH ESTATES

+ Book 141 Pg 328

Come now the undersigned being the owners of all the tracts of Mantooth Estates as set forth in Books 375, 151, pages 52 and 328. Record dates April 2, 1995 and April 2, 1996 in the office of the Recorder of Morgan County of Indiana, hereby amend the Covenants and Restrictions, of Mantooth Estates previously recorded. Covenants and Restrictions, paragraph 9, 16, and 17 are hereby amended and shall here after provide as follows:

Paragraph 9 is amended to read as follows:

9. **MOWING**-----On each property/residence the existing pasture or grass land shall be mowed as needed, such that the grass or vegetation does not exceed 12 inches in height. Unsold parcels/residences shall be mowed and maintained by the owner until such time property is sold. If property is not maintained the officers shall have the option to mow the property and charge the owner a reasonable fee, by lien placed on record.

Paragraph 16 is amended to read as follows:

16. **Dwelling and ACCESSORY BUILDING PLAN APPROVAL.** -----All plans for dwelling and accessory buildings must be approved by the officers. Any rejections of building plans by the officers must be in writing and state the reason for rejection, The officers cannot reject plans for unreasonable or capricious reasons.

Paragraph 17 is amended to read as follows:

17. **SWIMMING POOLS**-----swimming pools both in-ground and above ground are acceptable. All swimming pools must be fenced (either around the top or around the yard.

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MORGAN COUNTY RECORDER
KAREN BRUMMETT 2P
CSD Date 03/13/2007 Time 12:01:00
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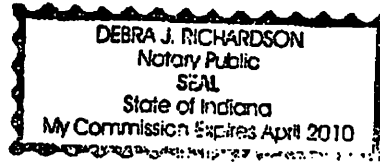
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Bill Jones
BILL JONES
President

Kim Barrett
KIM BARRETT
Vice President

Delores Burdine
DELORES BURDINE
Secretary/Treasurer

STATE OF INDIANA
SS:
COUNTY OF MORGAN



Before me, a Notary Public in and for County and State, personally appeared Bill Jones, Kim Barrett, and delores burdine who have been duly sworn, stated that any representations Contained therein are true.

Witness my hand and Notarial Seal this 12 day of March 2007.

My commission Expires:

March 2010

(Signature)

Debra J. Richardson

(Printed)

Debra J. Richardson

Johnson Co. Resident

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

Name:

Delores Burdine

Printed:

DELORES BURDINE

Prepared by: Delores Burdine