

21444 12-7-95
For amend to Covenant
See Miss Bl 151 pg 35-38
See Jay Bradley RHC
17043

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
RESTRICTIONS, made this 22nd day of January,
1991, by SANDERS BUILDING & CONTRACTING CO., INC., hereafter
referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real
property located in Hendricks County, Indiana, and described as
follows:

See attached Exhibit "A"

AND, WHEREAS, the Declarant desires that a dignified, high-
quality residential community be developed and maintained on the
said property, that all site planning, building and landscaping
be attractive and harmonious with the surroundings and that the
peaceful character of the property be protected; and, to these
ends, desires to subject the property to the covenants,
conditions, and restrictions hereinafter set forth, it being
intended that such covenants, conditions, and restrictions shall
run with the land and shall be binding upon all persons and
entities having or acquiring any right, title, or interest in any
portion of the said property, and shall inure to the benefit of
each owner thereof;

NOW, THEREFORE, Declarant, for and in consideration of the
premises and the covenants contained herein, does hereby impose
upon the said real property the following protective covenants,

1

ENTERED FOR RECORD 4:00
BOOK 124 FEB 14 1991 PAGE
Jay Bradley
HENDRICKS COUNTY RECORDER

Revised See 200-208

No. 6757 Date 4-15-93
For Amendment to Cov, Northbridge II
See Book 135 page 297-298
Jay Bradley RHC

No. 6756 Date 4-15-93
For Amendment to Cov, Northbridge II
See Book 135 page 294-296
Jay Bradley RHC
No. 691 Date 1-10-94
For Amend to Cov, Northbridge II
See Book 139 page 335-38
Jay Bradley RHC

conditions, and restrictions:

I.

DEFINITIONS

As used herein:

1. The work "Lot" shall mean any of the lots located within the above-described property; and
2. The work "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, dish antennas, exterior lighting, or other item constructed on a Lot, and all additions or alterations to any of the foregoing.

II

LAND USE AND BUILDING TYPE

The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, and attached private garage. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain 2200 square feet minimum amount of finished interior ground floor living area (exclusive of basements, porches, decks, patios, and garages). Ground floor living area shall include living area in upper levels.

III

PARTIAL CONSTRUCTION, COMPLETION OF CONSTRUCTION

No foundation or basement of a building shall be constructed on any Lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. The construction of a building, once begun, must be completed (including, without limitation, all landscaping and exterior painting) within 180 days after its commencement. No dwelling shall be occupied until it is completed.

IV

STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS

With respect to construction of improvements on any Lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.

V.

APPROVAL OF PLANS AND SPECIFICATIONS BY
ENVIRONMENTAL COMMITTEE

No structure shall be erected, placed or (externally) altered on any Lot until the plans and specifications therefore (including elevations, materials, colors, textures, landscaping, and a site plan showing the location of the structure with grading modifications) shall have been filed with the Environmental Committee, and approved in writing by such Committee as to: quality of material, harmony of landscaping and no duplication of adjacent external design, colors, and finishes with existing structures and the surroundings; location with respect to topography and finish grade elevation; protection of existing trees; and conformity with the requirements and intent of this Declaration. The Environmental Committee shall be entitled to retain permanently the submitted copy of such plans and specifications, and all work shall be accomplished in conformity therewith. If, forty-five (45) days after submission of all such plans and specifications, the Environmental Committee shall have failed to issue a written approval or disapproval of the plans as submitted then said plans shall be deemed approved by the Environmental Committee without further action.

VI

TEMPORARY STRUCTURES, BOATS, AND TRAILERS

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, privy, or satellite dish, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any Lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a Lot if it is enclosed in a garage, in a manner approved in writing by the Environmental Committee.

VII

NUISANCES

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any Lot, which may be or become a nuisance to a neighboring owner or resident.

VIII

USE OF LOTS

No Lot or any part thereof shall be used for the conduct of any business, commerce, or profession.

IX

ANIMALS, LIVESTOCK, AND POULTRY

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any Lot for commercial or any other purposes.

X

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any Lot, except as follows:

1. During construction of a dwelling, one non-illuminated sign, not exceeding three feet by four feet in dimension, may be displayed on a Lot for the identification of the builder.
2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a Lot.

XI

SUBDIVISION OF LOTS PROHIBITED

No Lot shall be further divided or resubdivided. Alteration of boundary lines between Lots may be accomplished with the prior written consent of the Environmental Committee and in conformity with applicable ordinances and requirements of Brownsburg, Indiana.

XII

REMOVAL OF MATERIAL FROM LOT;
CHANGE OF NATURAL CONTOUR OF LOT;
CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES AND APRONS

Except for necessary excavation and grading in connections with construction (in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Environmental Committee. No owner of a Lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his Lot, without the prior written consent of the Environmental Committee. Construction of driveway entrances and aprons shall be the responsibility of the Lot owner, and such construction shall not interfere with surface water drainage on or onto the road.

XIII

MAINTENANCE OF LOT AND PROTECTION OF ADJACENT
PROPERTY DURING CONSTRUCTION

Each Lot owner shall protect the streets and street shoulders from damage related to construction activities with respect to his Lot, and agrees to keep the streets and driveways clear of equipment and building materials. In connection with any construction, the Lot owner shall take appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The streets within the subdivision shall be cleaned by the Lot owner whenever construction activity on his Lot results in a significant accumulation of dirt or debris; and if the Lot owner should fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the Lot owner. The foregoing shall in no way create an obligation on Declarant to clean the streets under any circumstances.

XIV

GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collections. No accumulation or storage of litter, construction debris, or trash

of any other kind, shall be permitted on any Lot.

XV

CONTROL OF DOGS

All dogs shall be confined and kept quiet after 9:00 P.M. and before 8:00 A.M. Dogs shall be confined or securely restrained and leashed at all times.

XVI

USE OF SAWS, MOWERS, AND EQUIPMENT BY LOT OWNERS

The use of chain saws, lawn mowers, and other noisy equipment out of doors before 12:00 noon on Sundays shall be kept to a reasonable minimum.

XVII

LANDSCAPING

No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

XVIII

USE OF OUTSIDE CLOTHESLINES

No clothing, laundry, or wash shall be aired or dried on any portion of any Lot visible from the road or from another Lot.

XIX

FENCES

No fences of any kind may be erected or constructed on any portion of any Lot except fences for swimming pools; provided that such fences shall comply with all Brownsburg ordinances and shall be approved by the Environmental Committee.

XX

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of a person or persons chosen by Declarant until such time as all Lots are sold by Declarant to third parties, at which time the Environmental

Committee shall consist of three (3) persons from among then existing Lot owners chosen by Declarant. In the event of a vacancy in membership on the Committee, the remaining members shall name a replacement from among the then existing Lot owners. After all Lots are sold by the Declarant, only Lot owners may be owners of the Environmental Committee. Wherever consent, approval, or other action of the Environmental Committee is required under any provision of this Declaration, such requirement shall be deemed satisfied if, sixty (60) days after proper and complete presentation of the matter to such Committee, it shall have failed to issue its decision in writing. Voting on Committee matters may be done in person or by proxy (provided the proxy is in writing and notarized.)

XXI

ENFORCEMENT

Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceedings may be either to restrain such violation or to recover damages or both; and such proceedings may be brought or prosecuted by the Declarant, its successors or assigns, or by any person or persons owning any Lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarant or its successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

XXII

SEVERABILITY

Invalidation of any of these covenants by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XXIII

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and construction equipment to enter and remain on the street or on the Lot being improved, or from storing materials and supplies on such Lot, all to the extent reasonably necessary to facilitate such construction.

XXIV

DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot, his legal representatives, heirs, successors, and assigns.

These covenants and restrictions may at any time be amended or revoked by an instrument signed by the owners of all Lots.

"DECLARANT"

SANDERS BUILDING & CONTRACTING CO., INC.

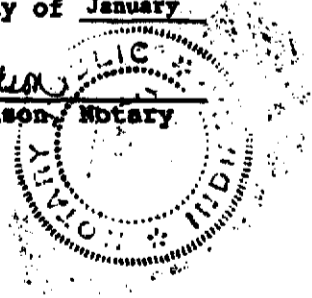
BY Mark E. Sanders
Mark E. Sanders, President

STATE OF INDIANA)
COUNTY OF BOONE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark E. Sanders, President of Sanders Building & Contracting Co., Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 22nd day of January 19 91.

Jane A. Hendrickson
Jane A. Hendrickson, Notary



My commission Expires:
5-01-92

County of Residence: Marion

H 21444 Dec 7, 1995
Amend. to Covenants
See Misc. Bk 151 pg 35-38
Jay Bradley RHC

No. 691 Date 1-10-94
For Amend to Cov Northridge sec 11
See Book 139 page 335-38
Jay Bradley RHC

200

17659

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
RESTRICTIONS, made this 1st day of MARCH,
1991, by SANDERS BUILDING & CONTRACTING CO., INC., hereafter
referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real
property located in Hendricks County, Indiana, and described as
follows:

See attached Exhibit "A"

AND, WHEREAS, the Declarant desires that a dignified, high-
quality residential community be developed and maintained on the
said property, that all site planning, building and landscaping
be attractive and harmonious with the surroundings and that the
peaceful character of the property be protected; and, to these
ends, desires to subject the property to the covenants,
conditions, and restrictions hereinafter set forth, it being
intended that such covenants, conditions, and restrictions shall
run with the land and shall be binding upon all persons and
entities having or acquiring any right, title, or interest in any
portion of the said property, and shall inure to the benefit of
each owner thereof;

NOW, THEREFORE, Declarant, for and in consideration of the
premises and the covenants contained herein, does hereby impose
upon the said real property the following protective covenants,

ENTERED FOR RECORD 10:39
BOOK 126 MAR 05 1991 PAGE 200-208
Jay Bradley
HENDRICKS COUNTY RECORDER

conditions, and restrictions:

I.

DEFINITIONS

As used herein:

1. The work "Lot" shall mean any of the lots located within the above-described property; and

2. The work "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, dish antennas, exterior lighting, or other item constructed on a Lot, and all additions or alterations to any of the foregoing.

II

LAND USE AND BUILDING TYPE

The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, and attached private garage. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain 2200 square feet minimum amount of finished interior ground floor living area (exclusive of basements, porches, decks, patios, and garages). Ground floor living area shall include living area in upper levels.

III

PARTIAL CONSTRUCTION, COMPLETION OF CONSTRUCTION

No foundation or basement of a building shall be constructed on any Lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. The construction of a building, once begun, must be completed (including, without limitation, all landscaping and exterior painting) within 180 days after its commencement. No dwelling shall be occupied until it is completed.

IV

STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS

2292

With respect to construction of improvements on any Lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.

V.

APPROVAL OF PLANS AND SPECIFICATIONS BY
ENVIRONMENTAL COMMITTEE

No structure shall be erected, placed or (externally) altered on any Lot until the plans and specifications therefore (including elevations, materials, colors, textures, landscaping, and a site plan showing the location of the structure with grading modifications) shall have been filed with the Environmental Committee, and approved in writing by such Committee as to: quality of material, harmony of landscaping and no duplication of adjacent external design, colors, and finishes with existing structures and the surroundings; location with respect to topography and finish grade elevation; protection of existing trees; and conformity with the requirements and intent of this Declaration. The Environmental Committee shall be entitled to retain permanently the submitted copy of such plans and specifications, and all work shall be accomplished in conformity therewith. If, forty-five (45) days after submission of all such plans and specifications, the Environmental Committee shall have failed to issue a written approval or disapproval of the plans as submitted then said plans shall be deemed approved by the Environmental Committee without further action.

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TEMPORARY STRUCTURES, BOATS, AND TRAILERS

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, privy, or satellite dish, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any Lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a Lot if it is enclosed in a garage, in a manner approved in writing by the Environmental Committee.

VII

NUISANCES

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any Lot, which may be or become a nuisance to a neighboring owner or resident.

VIII

USE OF LOTS

No Lot or any part thereof shall be used for the conduct of any business, commerce, or profession.

IX

ANIMALS, LIVESTOCK, AND POULTRY

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any Lot for commercial or any other purposes.

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No sign, billboard, or advertising matter shall be erected or displayed on any Lot, except as follows:

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2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a Lot.

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SUBDIVISION OF LOTS PROHIBITED

No Lot shall be further divided or resubdivided. Alteration of boundary lines between Lots may be accomplished with the prior written consent of the Environmental Committee and in conformity with applicable ordinances and requirements of Brownsburg, Indiana.

XII

204

REMOVAL OF MATERIAL FROM LOT;
CHANGE OF NATURAL CONTOUR OF LOT;
CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES AND APRONS

Except for necessary excavation and grading in connections with construction (in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Environmental Committee. No owner of a Lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his Lot, without the prior written consent of the Environmental Committee. Construction of driveway entrances and aprons shall be the responsibility of the Lot owner, and such construction shall not interfere with surface water drainage on or onto the road.

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PROPERTY DURING CONSTRUCTION

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GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collections. No accumulation of storage of litter, construction debris, or trash

of any other kind, shall be permitted on any Lot.

XV

CONTROL OF DOGS

All dogs shall be confined and kept quiet after 9:00 P.M. and before 8:00 A.M. Dogs shall be confined or securely restrained and leashed at all times.

XVI

USE OF SAWS, MOWERS, AND EQUIPMENT BY LOT OWNERS

The use of chain saws, lawn mowers, and other noisy equipment out of doors before 12:00 noon on Sundays shall be kept to a reasonable minimum.

XVII

LANDSCAPING

No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

XVIII

USE OF OUTSIDE CLOTHESLINES

No clothing, laundry, or wash shall be aired or dried on any portion of any Lot visible from the road or from another Lot.

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FENCES

No fences of any kind may be erected or constructed on any portion of any Lot except fences for swimming pools; provided that such fences shall comply with all Brownsburg ordinances and shall be approved by the Environmental Committee.

XX

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of a person or persons chosen by Declarant until such time as all Lots are sold by Declarant to third parties, at which time the Environmental

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Committee shall consist of three (3) persons from among then existing Lot owners chosen by Declarant. In the event of a vacancy in membership on the Committee, the remaining members shall name a replacement from among the then existing Lot owners. After all Lots are sold by the Declarant, only Lot owners may be owners of the Environmental Committee. Wherever consent, approval, or other action of the Environmental Committee is required under any provision of this Declaration, such requirement shall be deemed satisfied if, sixty (60) days after proper and complete presentation of the matter to such Committee, it shall have failed to issue its decision in writing. Voting on Committee matters may be done in person or by proxy (provided the proxy is in writing and notarized.)

XXI

ENFORCEMENT

Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceedings may be either to restrain such violation or to recover damages or both; and such proceedings may be brought or prosecuted by the Declarant, its successors or assigns, or by any person or persons owning any Lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarant or its successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

XXII

SEVERABILITY

Invalidation of any of these covenants by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XXIII

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and construction equipment to enter and remain on the street or on the Lot being improved, or from storing materials and supplies on such Lot, all to the extent reasonably necessary to facilitate such construction.

XXIV

DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot, his legal representatives, heirs, successors, and assigns.

These covenants and restrictions may at any time be amended or revoked by an instrument signed by the owners of all Lots.

"DECLARANT"

SANDERS BUILDING & CONTRACTING CO., INC.

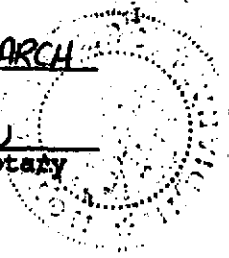
BY Mark E. Sanders
Mark E. Sanders, President

STATE OF INDIANA)
COUNTY OF BOONE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark E. Sanders, President of Sanders Building & Contracting Co., Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 15th day of MARCH 1991.

Jane A. Hendrickson
Jane A. Hendrickson, Notary



My commission Expires:
5-01-92

County of Residence: Marion

207

219
208

Exhibit A

NORTHRIDGE SECTION 11 LAND DESCRIPTION

A part of the West Half of the Northeast Quarter of Section 10, Township 16 North, Range 1 East, Second Principal Meridian, Lincoln Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10; thence North $01^{\circ}37'00''$ West along the East line of said Quarter-Quarter Section 20.60 feet to the Point of Beginning; thence North $72^{\circ}19'05''$ West along an existing fence line 64.12 feet to a fence corner post; thence North $72^{\circ}36'42''$ West along another fence line and the North line of property belonging to Rafael and Michele McIntosh (as recorded in Deed Book 299, page 35) 189.69 feet to a fence corner post; thence South $22^{\circ}39'54''$ West along the West line of said McIntosh property 189.69 feet to a point in the centerline of the old State Road 34 (now U.S. 136, said point being approximately 2.3 feet southerly from the current centerline), said point also being the West line of said McIntosh property; thence North $57^{\circ}13'40''$ West along said centerline of the old State Road 34 a distance of 102.82 feet to a point in the centerline of U.S. 136; thence North $28^{\circ}49'12''$ East along the east line of property belonging to James and Jamie Gordon (as recorded in Deed Book 299, page 578) 277.00 feet; thence North $67^{\circ}42'12''$ West along the North line of said Gordon property; thence North $21^{\circ}50'28''$ East 185.33 feet to an existing Northeast corner post; thence North $58^{\circ}33'08''$ West along said fence line and the North line of property belonging to Lucille Gladden (as recorded in Deed Book 203, page 81), also being the North line of property belonging to Robert Croy (as recorded in Deed Book 301, page 780), Charles and Wanda Douglas (as recorded in Deed Book 211, page 388), and Samuel and Armela Thicksten (as recorded in Deed Book 161, page 446) 801.04 feet to the intersection with second fence line; said line also being the East line of property belonging to Thomas and Charlotte Sesbeau (as recorded in Deed Book 249, page 598); thence North $23^{\circ}25'43''$ East along said fence line and East line 585.17 feet to the North line of said Quarter-Quarter Section; thence North $88^{\circ}07'10''$ East along said North line 275.51 feet to the Southwesterly right-of-way line of the Conrail Railroad (formerly the C.C.C. and St. Louis Railroad); thence South $61^{\circ}01'25''$ East along said right-of-way line 575.71 feet to the East line of said Quarter-Quarter Section; thence South $01^{\circ}37'00''$ East along said East line 1020.86 feet to the Point of Beginning, containing 19.07 acres, more or less; subject to highways, rights-of-way and easements.

6102

BOOK 127 PAGE 196

AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIDGE SUBDIVISION, SECTION ELEVEN

Comes now the undersigned, being all owners of lots in Northridge
Subdivision, Section Eleven, as per plat thereof recorded February 14,
1991 in Plat Cabinet 1, Slide 114, page 2 and Slide 115, page 1 in the
Office of the Recorder of Hendricks County, Indiana, and do hereby amend
the Restrictive Covenants of said subdivision, which were recorded
February 14, 1991 in Miscellaneous Record 125, page 25; and re-recorded
March 5, 1991 in Miscellaneous Record 125, page 200 in the Office of the
Recorder of Hendricks County, Indiana, as follows:

Added to said Restrictive Covenants is the following:

MAIL BOXES. Size, location, lighting, height and composition of
every mail box shall be approved by the Environmental Control Committee
prior to installation and shall conform to the specifications set forth
by the United States Postal Service and/or Postmaster General.

So amended this 8th day of August, 1991.

SANDERS BUILDING & CONTRACTING CO., INC.

BY: Mark E. Sanders

Lots 212, 213, 214, 215, 216, 217, 218,
219, 220, 221, 222, 223, 224, 225, 226,
227, 228, 229 and 230.

STATE OF INDIANA)
County) SS:
HENDRICKS COUNTY)

Subscribed and sworn to before me, a Notary Public in and for
said County and State, this 8th day of August, 1991.

My commission expires:
8-24-92

Blaine J. Padgett
Notary Public

Resident of Greene County.

ENTERED FOR RECORD 12:35
BOOK 127 AUG 19 1991
127
Jay Bradley
HENDRICKS COUNTY RECORDER

This instrument was prepared by:
Lee T. Comer
Attorney-at-Law
P.O. Box 207
Danville, IN 46122
(317) 745-4300

No. 691 Date 1-10-94
 For Amended restrictive Northridge sec 11
 See Book 139 page 335-38
 J. J. [Signature] RHC

135 294
 BOOK PAGE

6756

AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIDGE SUBDIVISION, SECTION ELEVEN

Comes now the undersigned, being all owners of lots in Northridge Subdivision, Section Eleven, as per plat thereof recorded February 14, 1991 in Plat Cabinet 1, Slide 114, page ² in the Office of the Recorder of Hendricks County, Indiana, and do hereby amend the Restrictive Covenants of said subdivision which were recorded February 14, 1991 in Miscellaneous Record 125, page 25; and re-recorded March 5, 1991 in Miscellaneous Record 125, page 200 in the Office of the Recorder of Hendricks County, Indiana, as follows:

Added to said Restrictive Covenants is the following:

MAINTENANCE OF COMMON AREA. The Common Area for the subdivision consists of property located on U.S. 136 which is denoted as the entrance which has a brick wall with landscaping the lights for denoting Northridge spelled out on the wall. This area is currently being maintained by the developer. At the time seventy-five percent (75%) of the lots have been deeded from the developer, Sanders Building & Contracting Co., Inc., this area shall be maintained by Northridge Property Owners Association. Maintenance of Common Area will include but not be limited to taxes, mowing and/or replacement of landscaping, utilities for lights and other items that may be needed to maintain said area.

The undersigned owners, being all owners of Northridge Subdivision, Section Eleven, hereby covenant, that each subsequent

owner of any lot within said development, by acceptance of a deed of conveyance, shall be deemed and covenanted to agree to pay to the association any and all annual assessments or charges, special assessments for capital improvements or such assessments as shall be fixed, established and collected from time to time for such maintenance. The assessment shall be pursuant to a majority vote of the Northridge Property Owners Association, which such assessment shall be paid to the Treasurer of such association. Any special assessment beyond an annual assessment shall require a two-thirds vote of all voting members of the association who are voting in person or by proxy at a meeting duly called for such purpose with written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. All annual assessments or special assessments or other charges shall be due upon the date as established by the association. Failure to pay any assessment or charge as established by the association shall incur interest on such obligation at the rate of Eighteen percent (18%) per annum and the association may bring an action at law against the owner personally obligated to pay such or to foreclose the lien against the respective property. Any action to enforce the assessment or charge shall include attorneys fees and the costs thereof. The lien of assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the property subject to assessments. Each owner of a lot in Northridge Subdivision, Section Eleven, shall be a member of said

association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members.

So amended this 6th day of APRIL, 1993.

Maurice J. Black
Maurice J. Black Lots 215 & 216

Stephen Sellers
Stephen Sellers Lot 228

James R. Nossett
James R. Nossett Lot 229

Mary V. Black
Mary V. Black Lots 215 & 216

Tracy Sellers
Tracy Sellers Lot 228

Loyl K. Nossett
Loyl K. Nossett Lot 229

Linmare Homes, Inc.

BY: [Signature]
Lot 221

Sanders Building & Contracting Co., Inc.

BY: [Signature]
Lots 212, 213, 214, 217, 218, 219, 220, 222, 223, 224, 225, 226, 227 & 230

ENTERED FOR RECORD

BOOK 135 APR 15 1993 At 2:00
[Signature] Fee 244.96
HENDRICKS COUNTY RECORDER

6757

AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIDGE SUBDIVISION, SECTION ELEVEN

Comes now the undersigned, being all owners of lots in Northridge Subdivision, Section Eleven, as per plat thereof recorded February 14, 1991 in Plat Cabinet 1, Slide 114, page ² in the Office of the Recorder of Hendricks County, Indiana, and do hereby amend the Restrictive Covenants of said subdivision which were recorded February 14, 1991 in Miscellaneous Record 125, page 25; and re-recorded March 5, 1991 in Miscellaneous Record 125, page 200 in the Office of the Recorder of Hendricks County, Indiana, as follows:


Added to said Restrictive Covenants is the following:

APPROVED BUILDERS IN SUBDIVISION. All builders must be approved at the time of lot purchase and/or at time of submittal of plans and specifications to the Environmental Committee. The Environmental Committee is described in the original restrictive covenants.


So amended this 6th day of APRIL, 1993.



Maurice J. Black Lots 215/216


Mary V. Black Lots 215/216

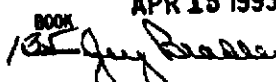

Stephen Sellers Lot 228


Tracy Sellers Lot 228


James R. Nossett Lot 229


Loyl K. Nossett Lot 229

ENTERED FOR RECORD

BOOK  APR 15 1993 ^{8:00} ₂₉₇₋₂₉₈
HENDRICKS COUNTY RECORDER

BOOK 135 PAGE 297

135 298
BOOK PAGE

Linmarc Homes, Inc.

Sanders Building &
Contracting Co., Inc.

BY: *[Signature]*
Lot 221

[Signature]
Lots 212, 213, 214, 217, 218
219, 220, 222, 223, 224, 225
226, 227 & 230.

**AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIDGE SUBDIVISION, SECTION ELEVEN**

Comes now the undersigned, being all owners of lots in Northridge Subdivision, Section Eleven, as per plat thereof recorded February 14, 1991 in Plat Cabinet 1, Slide 114, page 2 in the Office of the Recorder of Hendricks County, Indiana, and do hereby amend the Restrictive Covenants of said subdivision which were recorded February 14, 1991 in Miscellaneous Record 125, page 25; and re-recorded March 5, 1991 in Miscellaneous Record 125, page 200; and re-recorded in Miscellaneous Record 135, page 294 all in the office of the Recorder of Hendricks County, Indiana, as follows:

Added to said Restrictive Covenants is the following:

ADDITIONAL COMMON AREA. The Common Area for the subdivision shall be deemed to include those two tracts of the real estate containing 0.05 acres and 0.13 acres more particularly described on the attached Exhibit "A". The maintenance, taxes, mowing and/or replacement of landscaping, assessments and all other improvements to this common area shall be in accordance with the provisions of the amendment to restrictive covenants recorded in Miscellaneous Record 135, page 294 in the Office of the Recorder of Hendricks County, Indiana.

The undersigned, being all owners of Northridge Subdivision, Section Eleven, do hereby covenant said real estate to this provision this 27TH day of ~~August~~ ^{OCTOBER}, 1993.

SANDERS BUILDING & CONTRACTING
CO., INC.

Walter Sanders
lots 212, 218, 219, 223, 224, 225, 226, 227

ENTERED FOR RECORD

BOOK 139 JAN 10 1994 11:00 AM
Jay Bessing 335-38
HENDRICKS COUNTY RECORDER

Will Wolford
Will Wolford, Lots 213, 214

Mary Jude Wolford
Mary Jude Wolford, Lots 213, 214

Maurice J. Black
Maurice J. Black, Lots 215, 216

Mary V. Black
Mary V. Black, Lots 215, 216

Michael E. Albert
Michael E. Albert, Lot 217

Carol E. Albert
Carol E. Albert, Lot 217

Albert R. Wooden
Albert R. Wooden, Lot 220

Bonnie I. Wooden
Bonnie I. Wooden, Lot 220

Richard L. Diaslo
Richard L. Diaslo, Lot 221

Julia A. Diaslo
Julia A. Diaslo, Lot 221

Gary A. Hood
Gary A. Hood, Lot 222

Deborah A. Hood
Deborah A. Hood, Lot 222

Stephan Sellers
Stephan Sellers, Lot 228

Tracy A. Sellers
Tracy Sellers, Lot 228

James R. Nossett
James R. Nossett, Lot 229

Lois K. Nossett
Lois K. Nossett, Lot 229

Ronald Eugene McMillan, Jr.
Ronald Eugene McMillan, Jr.
Lot 230

Debra Tyler McMillan
Debra Tyler McMillan
Lot 230

STATE OF INDIANA)
HENDRICKS COUNTY) SS:

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 27th day of OCTOBER, 1993.

Jane A. Hendrickson
Notary Public - Signature

JANE A. HENDRICKSON
Notary Public - Printed Name

Resident of MARION County

My Commission Expires:
6/04/95



This instrument was prepared by Lee T. Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, Indiana 46122, telephone: (317) 745-4300.

COMMON AREA DESCRIPTION

A part of the West half of the Northeast Quarter of Section 10, Township 16 North, Range 1 East, Second Principal Meridian, Lincoln Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of Lot No. 223 of Northridge Section 11, as recorded in the Office of the Hendricks County Recorder on the 14th day of February, 1991, per Plat Book, PCI 1, Page 2, said point also being on the Northerly right-of-way line of U.S. Route 136 and Point of Beginning of this description; thence North 28 degrees 49 minutes 12 seconds East 227.45; thence South 67 degrees 42 minutes 12 seconds East 10.58 feet to a point on the Westerly right-of-way line of Ridgeline Drive; thence South 28 degrees 48 minutes 12 seconds West on and along said right-of-way line 216.84 to a point on the Northerly right-of-way line of U.S. Route 136; thence South 75 degrees 47 minutes 48 seconds West on and along said Northerly right-of-way line of U.S. Route 136 14.38 feet to the Point of Beginning and containing 0.05 acres, more or less. Subject to all highways, rights-of-way, and easements of record.

ALSO TOGETHER WITH:

Commencing at the Southeast corner of Lot No. 224 of Northridge Section 11, as recorded in the Office of the Hendricks County Recorder on the 14th day of February, 1991, per Plat Book PCI 1, Page 2, said point also being on the Northerly right-of-way line of U.S. Route 136 and Point of Beginning of this description; thence North 57 degrees 13 minutes 40 seconds West on and along the Northerly right-of-way line of U.S. Route 136 13.34 feet to a point on the Southerly right-of-way line of Ridgeline Drive; thence North 14 degrees 12 minutes 14 seconds West on and along the South right-of-way line of Ridgeline Drive 38.55 feet; thence North 28 degrees 49 minutes 12 seconds East on and along the previously referenced right-of-way line 215.94; thence South 72 degrees 36 minutes 42 seconds East 11.96 feet; thence South 22 degrees 39 minutes 54 seconds West 247.38 feet to a point on the Northerly right-of-way of U.S. Route 136, said point also being the Point of Beginning of this description containing 0.13 acres, more or less. Subject to all Highways, Rights-of-Way and Easements of record.



BENCHMARK CONSULTING, INC.
28 South State Street - Gary, Indiana 47404
(317) 838-8282

B.C.I. #03-07-302
July 27, 1993

**LAND DESCRIPTION
PER SEPARATE
ATTACHMENT**



SCALE: 1" = 30'

**NORTHRIDGE
SECTION XI
COMMON AREA**

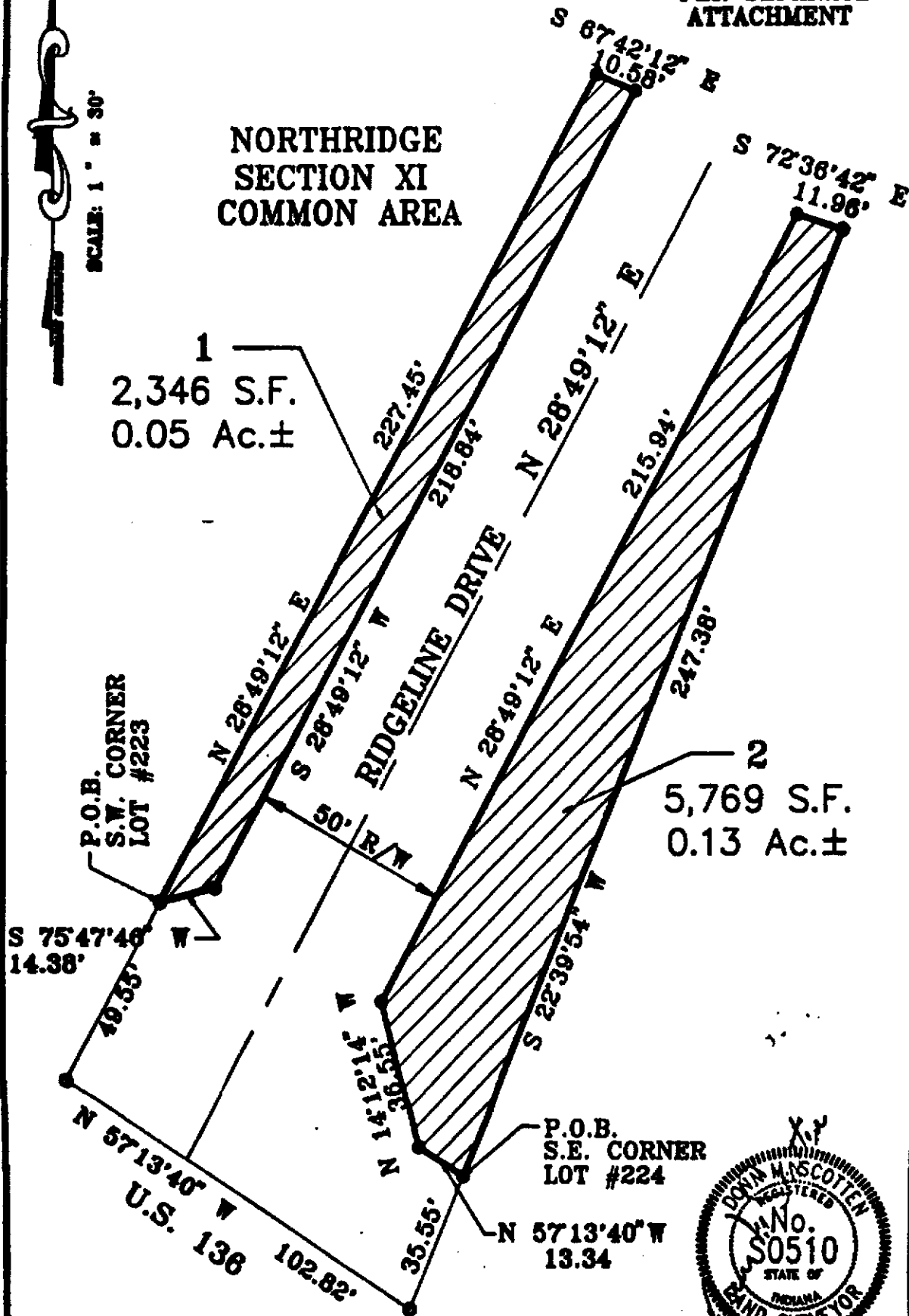
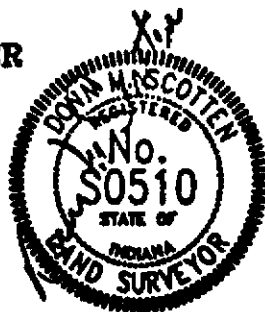
1
2,346 S.F.
0.05 Ac.±

2
5,769 S.F.
0.13 Ac.±

RIDGELINE DRIVE

P.O.B.
S.W. CORNER
LOT #223

P.O.B.
S.E. CORNER
LOT #224



14924

AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIDGE SUBDIVISION, SECTION 11 IN HENDRICKS COUNTY

Come now the undersigned, being all owners of lots in Northridge Subdivision, Section 11, as per plat thereof recorded February 14, 1991 in Plat Cabinet 1, Slide 114, Page 1 in the Office of the Recorder of Hendricks County, Indiana, and do hereby amend the restrictive covenants of said subdivision which were recorded February 14, 1991 in Miscellaneous Record 125, Page 25; and rerecorded March 5, 1991 in Miscellaneous Record 125, Page 200 in the Offices of the Recorder of Hendricks County, Indiana, as follows:

Said restrictive covenants shall be modified as follows:

VI. TEMPORARY STRUCTURES, BOATS AND TRAILERS: No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, privy, or large satellite dish, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck mounted trailer, a recreational vehicle, or similar vehicle may be kept on a lot if it is enclosed in a garage, in a manner approved in writing by the environmental committee. Large satellite dish shall be defined as any satellite dish more than two feet (2') in diameter. All satellite dishes two feet (2') in diameter or less (hereinafter referred to as "small satellite dish") shall be allowed provided they are installed in such a fashion that they are hidden from view by placement in the rear of the dwelling or

BOOK 142 PAGE 465

by landscaping so as to be insulated from public view from the street. If landscaping is used to secrete a small satellite dish, the landscaping shall be of such a design or nature that the satellite dish shall not be visible throughout the year. Installations of small satellite dishes shall be approved by the environmental committee or other such duly nominated homeowners association prior to installation to insure each installation complies with the esthetic requirements of the neighborhood.

So amended this 20th day of JULY, 1994.

George Murphy
GEORGE MURPHY
Lot #212

Will Wolford
WILL WOLFORD
Lots #213 & #214

Mary Black
MARY BLACK
Lots #215 & #216

Mike Albert
MIKE ALBERT
Lots #217

Mark Gentry
MARK GENTRY
Lot #218

Dick Diasio
DICK DIASIO

Mark Gentry
MARK GENTRY

Al Wooden
AL WOODEN

Jude Wolford
JUDE WOLFORD

Mary Black
MARY BLACK

Carol Albert
CAROL ALBERT

Carol Gentry
CAROL GENTRY

Julie Diasio
JULIE DIASIO

Carol Gentry
CAROL GENTRY

Bonnie Wooden
BONNIE WOODEN

Lot #219

Al Wooden
AL WOODEN
Lot #220

Dick Diasio
DICK DIASIO
Lot #221

Gary Hood
GARY HOOD
Lot #222

Les Geddes
LES GEDDES
Lot #223

Steve Sellers
STEVE SELLERS
Lot #228

Jim Nossett
JIM NOSSETT
Lot #229

Gene McMillin
GENE MCMILLIN
Lot #230

Mark Sanders
MARK SANDERS
Individually and d/b/a
SANDERS DEVELOPMENT GROUP
Lots #224, #225, #226 & #227

STATE OF INDIANA
COUNTY OF HENDRICKS

SUBSCRIBED AND SIGNED THIS 21ST DAY OF JULY, 1994.

MY COMMISSION EXPIRES
6/30/95

Bonnie Wooden
BONNIE WOODEN

Julie Diasio
JULIE DIASIO

Deborah A Hood
DEBORAH HOOD

Holly Geddes
HOLLY GEDDES

Tracy A Sellers
TRACY SELLERS

Lori Nossett
LORI NOSSETT

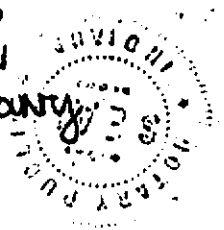
Debbie McMillin
DEBBIE MCMILLIN

ENTERED FOR RECORD

JUL 21 1994

Guy Bessing
HENDRICKS COUNTY RECORDER

Jane A. Hendrickson
JANE A. HENDRICKSON
RESIDENT OF MADISON COUNTY



PREPARED BY: GUY G. KIBBE, 2345 S. LYNDALE DR. INDIANAPOLIS, IN 46241

BOOK 142 PAGE 467

AMENDMENT TO RESTRICTIVE COVENANTS
NORTHBRIDGE SUBDIVISION, SECTION 11 IN HENDRICKS COUNTY

Come now the undersigned, being all owners of lots in Northridge Subdivision, Section 11, as per plat thereof recorded February 14, 1991 in Plat Cabinet 1, Slide 114, Page 1 in the Office of the Recorder of Hendricks County, Indiana, and do hereby amend the restrictive covenants of said subdivision which were recorded February 14, 1991 in Miscellaneous Record 125, Page 25; and rerecorded March 5, 1991 in Miscellaneous Record 125, Page 200 in the Offices of the Recorder of Hendricks County, Indiana, as follows:

Said restrictive covenants shall be modified as follows:

XIX. **FENCES:** Black vinyl coated chain link fences may be allowed on lots provided they do not exceed a height of thirty-six inches (36"), are installed in the back yard of the home site, are set back a minimum of ten feet (10') from all property lines, and are not placed over any drainage or other easements. This restriction will not apply to fences for swimming pools. All such fences shall comply with all Brownsburg ordinances and shall be approved by the Environmental Committee.

So amended this 21st day of JULY, 1994.

ENTERED FOR RECORD

JUL 21 1994

George Murphy
GEORGE MURPHY
Lot #212

Judy Brackley
HENDRICKS COUNTY RECORDER

Will Wolford
WILL WOLFORD
Lots #213 & #214

Jude Wolford
JUDE WOLFORD

Maurice Black
MAURICE BLACK
Lots #215 & #216

Mary V. Black
MARY BLACK

Mike Albert

MIKE ALBERT
Lots #217

Mark Gentry

MARK GENTRY
Lot #218

Dick Diasio

DICK DIASIO

Mark Gentry

MARK GENTRY

Al Wooden

AL WOODEN

Carol Albert

CAROL ALBERT

Carol Gentry

CAROL GENTRY

Julie Diasio

JULIE DIASIO

Carol Gentry

CAROL GENTRY

Bonnie Wooden

BONNIE WOODEN

Lot #219

Al Wooden

AL WOODEN

Dick Diasio

DICK DIASIO

Gary Hood

GARY HOOD

Les Geddes

LES GEDDES

Steve Sellers

STEVE SELLERS

Jim Nossett

JIM NOSSETT

Gene McMillin

GENE McMILLIN

Mark Sanders

MARK SANDERS

Individually and d/b/a
SANDERS DEVELOPMENT GROUP
Lots #224, #225, #226 & #227

Bonnie Wooden

BONNIE WOODEN

Julie Diasio

JULIE DIASIO

Dorothy Hood

DOROTHY HOOD

Holly Geddes

HOLLY GEDDES

Tracy Sellers

TRACY SELLERS

Lee Nossett

LEE NOSSETT

Debbie McMillin

DEBBIE McMILLIN

STATE OF INDIANA
COUNTY OF HENRICKS
SUBSCRIBED AND SWORN TO this 21st DAY OF
JULY, 1994
MY COMMISSION
EXPIRES 6/30/95
JANE A. HENDRICKSON
RESIDENT OF HENRICKS CO. IN
BOOK 142 PAGE 269

PREPARED BY: GUY G. KIBBE, 2345 S. LYNHURST DR. INDIANAPOLIS IN 46241

**AMENDMENT TO RESTRICTIVE COVENANTS
NORTHRIDGE SUBDIVISION, SECTION ELEVEN**

Comes now the undersigned, being all owners of lots in Northridge Subdivision, Section Eleven, as per plat thereof recorded February 14, 1991 in Plat Cabinet 1, Slide 114, page 2 in the Office of the Recorder of Hendricks County, Indiana, and do hereby amend the Restrictive Covenants of said subdivision which were recorded February 14, 1991 in Miscellaneous Record 125, page 25; and re-recorded March 5, 1991 in Miscellaneous Record 125, page 200 in the Office of the Recorder of Hendricks County, Indiana, as follows:

Added to said Restrictive Covenants is the following:

BOARD OF DIRECTORS:

Members of the Board must be owners of a lot in Northridge Subdivision, Section Eleven. A Board member can be removed from office if voted to be removed by a majority of lot owners at a meeting of the members.

FINANCIAL RECORDS:

A financial statement is mailed to each member annually and may be audited by any member by contacting a member of the board.

9500021444
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 12-07-1995 At 09:09 am.
AMCO 18.00
Vol. 151 Page 35 -38

BOOK 151 PAGE 35

COVENANTS & BY-LAWS:

A vote by two thirds majority is required to amend covenants and by-laws.

VOTING RIGHTS

There are 18 lots in the subdivision with each lot having one vote. Sanders Development Group, Inc. (the Developer) currently owns two lots and would be excluded from voting rights which would result in control of the Board.

William Sampen
WILLIAM SAMPEN, LOT 212

Amy Sampen
AMY SAMPEN, LOT 212

Will Wolford
WILL WOLFORD, LOTS 213 & 214

Mary Wolford
MARY WOLFORD, LOTS 213 & 214

M. J. Black
MAURICE BLACK, LOTS 215 & 216

Mary T. Black
MARY BLACK, LOTS 215 & 216

Michael Albert
MICHAEL ALBERT, LOT 217

Carol Albert
CAROL ALBERT, LOT 217

Mark Gentry
MARK GENTRY, LOT 218

Carol Gentry
CAROL GENTRY, LOT 218

Al Wooden
AL WOODEN, LOT 220

Bonnie Wooden
BONNIE WOODEN, LOT 220

Richard Diasio
RICHARD DIASIO, LOT 221

Julia Diasio
JULIA DIASIO, LOT 221

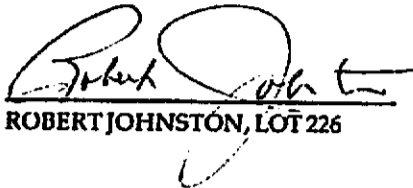
Gary A. Hood
GARY HOOD, LOT 222

Deborah A. Hood
DEBORAH HOOD, LOT 222

Les Geddes
LES GEDDES, LOT 223

Holly Geddes
HOLLY GEDDES, LOT 223

SANDERS DEVELOPMENT GROUP, INC.
LOTS 224 & 225

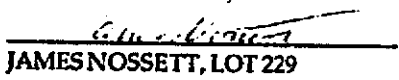

ROBERT JOHNSTON, LOT 226


JOYCE JOHNSTON, LOT 226


SUSAN LANHAM, LOT 227

STEPHAN SELLERS, LOT 228

TRACY SELLERS, LOT 228


JAMES NOSSETT, LOT 229


LORI NOSSETT, LOT 229


RONALD MCMILLAN, LOT 230


DEBRA MCMILLAN, LOT 230