

REFERENCE DOCUMENT
DATE 9-28-2010
201021293

5977
PRESTON ESTATES

BOOK 74 PAGE 409
RECORDED FOR RECORD

74
SEP 1 1977
No. 409-12

DECLARATION OF COVENANTS

Marville Abbott
HENDRICKS COUNTY

The undersigned, Larry D. Summers, as owner and proprietor of "Preston Estates-Sec II", Hendricks County, Indiana does hereby this indenture, restrict and covenant the lots in said subdivision to himself and his grantees, assigns, successors, heirs, or legal associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants in their entirety shall apply to all of "Preston Estates-Sec II". Said subdivision being located in Hendricks County, Indiana.
2. LOT USE: No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall any lot be further subdivided.
3. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches and garages shall NOT be less than 1560 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure, with no less than 1600 square feet of finished floor area in such multiple story structure. Two car attached garages are required.
4. ARCHITECTURAL DESIGN: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owner of the herein described real estate, or by his duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
5. BUILDING LOCATION: No building shall be located on any lot nearer to the front property line than the minimum building setback line, as shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line.
6. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, line and wires, subject at all times to the proper authorities and to the easements herein granted and reserved.

The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenance of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales.

This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purposes of establishing a legal drain.

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7. **CRAWL SPACE, PERIMETER, ROOF AND BASEMENT DRAINS:** All crawl space and perimeter drains shall be connected to the subsurface drain tees provided for each lot. The location of the tees is shown on the development plan of "Preston Estates-Sec. II" and is filed with the Hendricks County Plan Commission. No crawl space or perimeter drain shall be constructed in such a manner as to allow any water to drain onto the street or into a swale. Roof drains and/or basement drains shall not be connected to the subsurface drain or to any drain that is connected to the subsurface drain.
8. **LANDSCAPING:** All lots in this subdivision shall be improved with three (3) deciduous type shade trees within one year of the erection of a permanent structure. All lots, whether improved or not, shall be mowed by the owner of the lot or his designated representative a minimum of once per month during the months of April through September.
9. **UTILITY BUILDING:** A utility building may be constructed on each lot, the maximum size is to be no more than 20 feet by 20 feet, or its equivalent square footage. This utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house except that it may be constructed of 100% wood, if so desired by the land owner. The utility building shall be located behind the main dwelling.
10. **NUISANCES:** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
11. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuildings shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.
12. **ANIMALS:** No animals, livestock or poultry shall be raised, bred or kept upon any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
13. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as as dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.
14. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. If, in the future, public sewage disposal facilities are made available to the lot in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
15. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owner in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors, or assigns.

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16. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the 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 intersections of the street line, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.
17. **CULVERT PIPES:** The owner of each lot shall be responsible for the installation and maintenance of any and all culvert pipes to provide access to said lots. The size of such culvert pipes shall in all cases, be not less than the minimum requirements of the state or county specification, whichever, shall apply. However, in no case shall any culvert pipe be any less than 12 inches.
18. **FENCES:** No fence shall be erected on or along any lot lines, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light, or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hinderance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.
19. **STORAGE TANKS:** Oil or gas storage tanks shall be either buried or located in a house or a garage area, such that they are completely concealed from outside view.
20. **SIGNS:** No signs of any kind shall be displayed to the public view upon any lot, except one sign of not more than 5 square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period. Except that, any sign required by law may be displayed.
21. **ENFORCEMENT:** If the parties hereto, or any of them, their heirs or assignees shall violate or attempt to violate any of the covenants herein it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.
22. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, 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 part.
23. **SEVERABILITY:** Invalidation of any one of these covenants, by court order, shall in no ways, affect any of the other provisions, which shall remain in full force and effect.

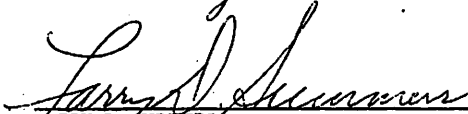
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IN WITNESS WHEREOF: the said party as owner and proprietor of the above described subdivision has hereunto set his hand and seal this the 13th day of June, 1977.


LARRY D. SUMMERS

STATE OF INDIANA)
) SS
COUNTY OF HENDRICKS)

Before Me, The Undersigned, A Notary Public within and for said County and State, personally Larry D. Summers, as owner and proprietor of the above described subdivision acknowledged the execution of the above and foregoing Protective Covenants as his Voluntary Act and Deed.

Witness My Hand and Seal This 13th day of June, 1977.
My Commission Expires September 30th 1980.


Notary Public



* 2 0 1 0 2 1 2 7 3 1 7 *
201021273
 PAUL T HARDIN
 HENDRICKS COUNTY RECORDER
 09/28/2010 12:04:49PM

AMENDMENT TO DECLARATION OF COVENANTS
PRESTON ESTATES, SECTION 2

WHEREAS, the Declaration of Covenants for Preston Estates, Section 2 were recorded on September 1, 1977, in Miscellaneous Record 74, Page 409, as Instrument No. 5977 in the Office of the Recorder of Hendricks County, Indiana (the "Covenants"); and

WHEREAS, there are twenty-three (23) lots in Preston Estates, Section 2; and

WHEREAS, a majority (i.e. twelve or more) of the current lot owners in said Preston Estates, Section 2 wish to amend the Covenants in part, as allowed pursuant to Section 22 of the Covenants.

NOW THEREFORE, the undersigned, representing a majority of the current lot owners in Preston Estates, Section 2, hereby alter, modify and amend the Covenants, as follows:

1. **Section 4, Architectural Design**, is hereby amended in its entirety to read as follows: "All buildings erected, placed, or altered on any building plot in this subdivision shall be in conformity and harmony with requirements herein, and existing structures, topography, and finished ground elevations within Preston Estates, Section 2."

2. **Section 9, Utility Building**, is hereby amended in its entirety to read as follows: "A utility building may be constructed on each lot, the maximum size to be no more than as allowed by the Hendricks County Zoning Ordinance. The utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house except that commercially manufactured metal siding may be used, or it may be constructed of 100% wood. The utility building shall be located behind the main dwelling."

All other terms and conditions of the original covenants remain unaltered and in full force and effect.

This Amendment will be executed in multiple counterparts, with one signature page for each consenting lot owner, and each page being deemed an original, but all of which together shall constitute one and the same instrument.

So amended this 23rd day of September 2010.

46=
17+3

Lot No.: 19

Owner Name(s): Bryan Waggoner & Sharon R. Waggoner

Bryan Waggoner
Signature Bryan Waggoner

Sharon R. Waggoner
Signature Sharon R. Waggoner

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)



PEGGY A. MACKINNON
SEAL
Notary Public, State of Indiana
County of Residence, Boone
My Commission Expires May 8, 2013

Before me, a Notary Public, in and for said County and State, personally appeared Bryan Waggoner & Sharon R. Waggoner who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 23 day of Sept 2010.

My Commission Expires:
5/2/2013

Peggy A. Mackinnon
Notary Public's Signature

PEGGY MACKINNON
Notary Public - Printed Name

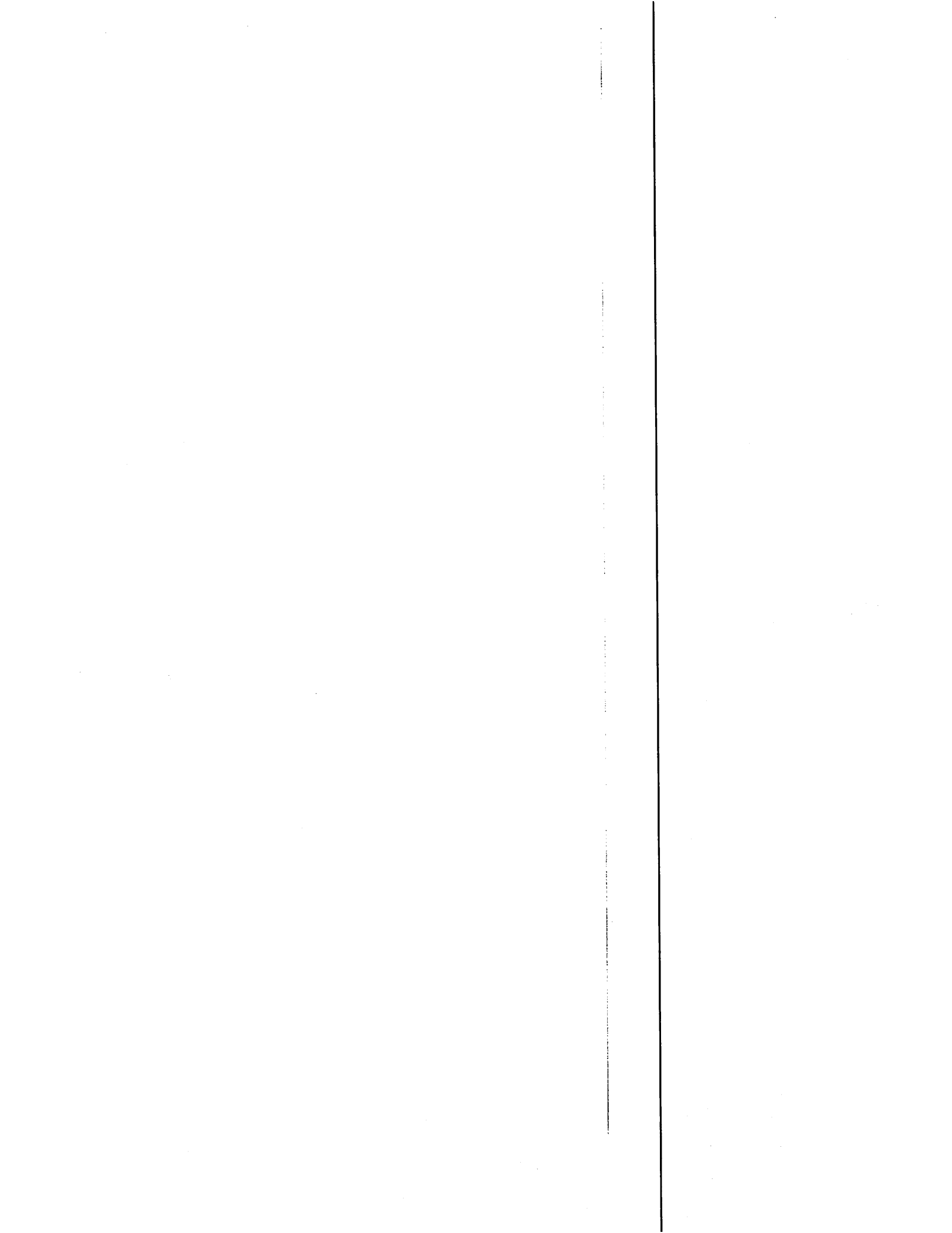
Resident of Boone County

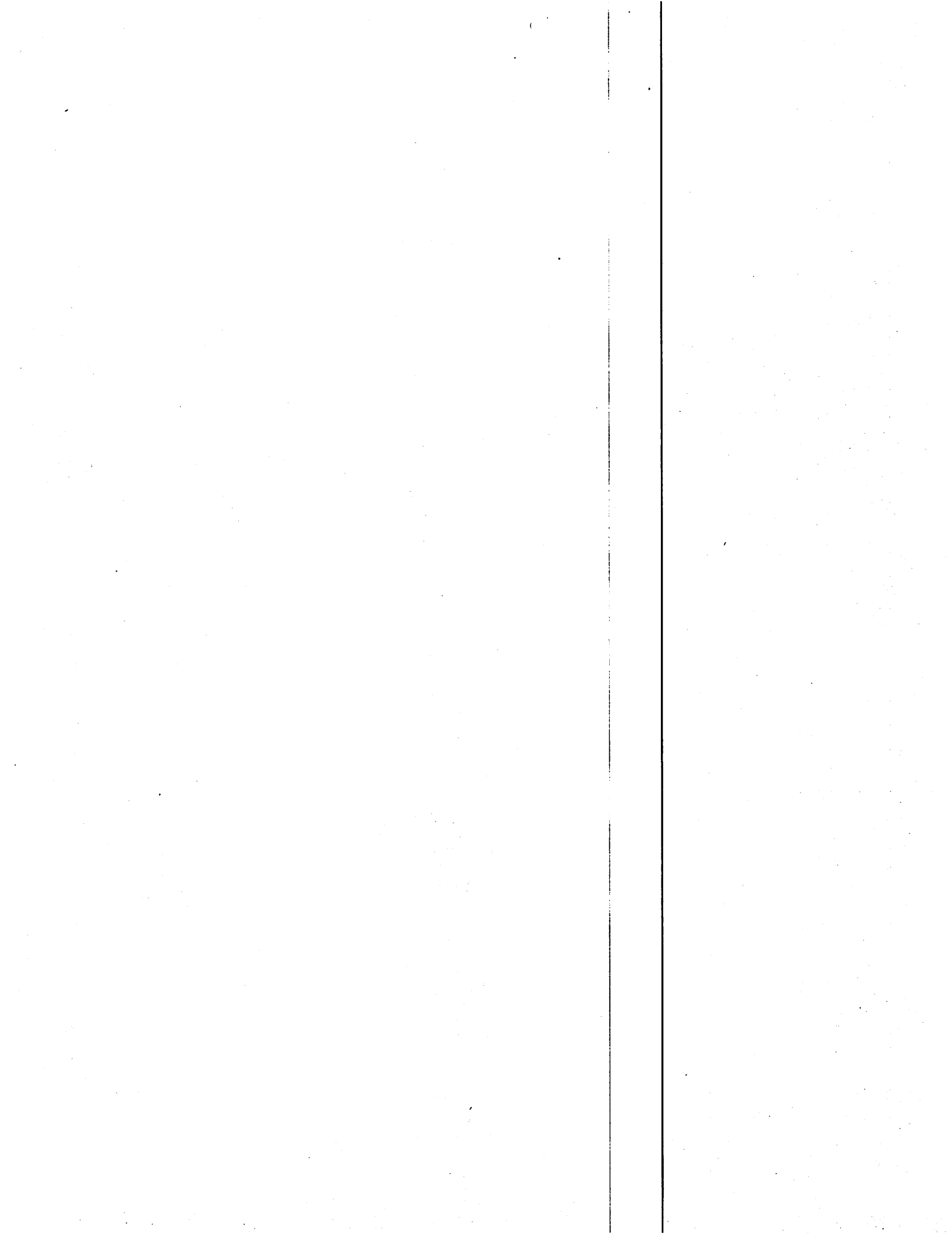
I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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



PEGGY A. MACKINNON
SEAL
Notary Public, State of Indiana
County of Residence, Boone
My Commission Expires May 8, 2013





Lot No.: 20

Owner Name(s): Mark A. Long & Teresa L. Long

Mark A Long
Signature MARK A. LONG

Teresa L Long
Signature TERESA L. LONG

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)



Before me, a Notary Public, in and for said County and State, personally appeared MARK A LONG + TERESA L LONG, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 22 day of SEPTEMBER 2010.

My Commission Expires:
05-07-11

Cheryl A Smith
Notary Public - Signature

Resident of HENDRICKS County

CHERYL A SMITH
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 21

Owner Name(s): Ronald L. Woods & Debra Woods

Ronald L. Woods
Signature RONALD L. WOODS

Debra L Woods
Signature
Debra L Woods
DEBRA L. WOODS

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS

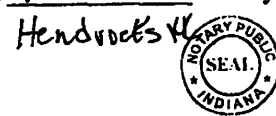
Before me, a Notary Public, in and for said County and State, personally appeared RONALD WOODS DEBRA WOODS, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 15th day of SEPTEMBER 2010.
21st

My Commission Expires: 4-19-15 2-23-2016

Phyllis Pierandozzi Kathy J. Kaszyt
Notary Public Signature
Phyllis Pierandozzi; Kathy J. Kaszyt
Notary Public - Printed Name

Resident of HENDRICKS County



Phyllis Pierandozzi, Notary Public
County of Residence: Hendricks
Commission Expires: 04/19/2015
Commission No: 564505

NOTARIZED RONALD WOODS
NOT DEBRA WOODS 9-15-10

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Kathy, Notarized
Debra

Lot No.: 22

Owner Name(s): Wayne D. Koester & Margy L. Koester

Wayne D. Koester
Signature WAYNE D. KOESTER

Margy L. Koester
Signature MARGY L. KOESTER

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Wayne & Margy Koester, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 21 day of September 2010.

My Commission Expires:
2-23-2016

Resident of Hendricks County

Kathy J. Kasubjak
Notary Public - Signature
Kathy J. Kasubjak
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 24

Owner Name(s): Lindley R. Paul & Penny J. Paul

Lindley R. Paul
Signature Lindley R. Paul

Penny J. Paul
Signature Penny J. Paul

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a Notary Public, in and for said County and State, personally appeared Lindley R. & Penny J. Paul, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 22 day of September 2010.

My Commission Expires:
2-23-2016

Resident of Hendricks County

Kathy J. Kasubjat
Notary Public - Signature
Kathy J. Kasubjat
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 25

Owner Name(s): Steven J. Woodall & Michelle M. Woodall

Steven J. Woodall
Signature STEVEN J. WOODALL

Michelle M. Woodall
Signature michelle m. Woodall

STATE OF INDIANA)
) SS:
COUNTY OF Hendrick)

Before me, a Notary Public, in and for said County and State, personally appeared Steven J. Woodall & Michelle M. Woodall, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 18 day of September 2010.

My Commission Expires:
2-23-2016

Resident of Hendrick County

Kathy J. Kasubaj
Notary Public - Signature
Kathy J. Kasubaj
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 26

Owner Name(s): Sarah J. Miller

Sarah J. Miller
Signature SARAH J. MILLER

Signature _____

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a Notary Public, in and for said County and State, personally appeared Sarah J. Miller, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 18 day of September, 2010.

My Commission Expires: 9/13/10

Resident of Boone County

Courtney Dillon
Notary Public - Signature

Notary Public - Printed Name



I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 27

Owner Name(s): Floyd H. Smith & Aloma S. Smith

Floyd H. Smith
Signature Floyd H. Smith

Aloma S. Smith
Signature Aloma S. Smith

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Floyd H. Smith & Aloma S. Smith, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 22 day of September, 2010.

My Commission Expires:
2-23-2016

Resident of Hendricks County

Kathy J. Kasubjak
Notary Public / Signature
Kathy J. Kasubjak
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 28

Owner Name(s): April R. Brandt

April R. Brandt
Signature APRIL R. BRANDT

Signature

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks

Before me, a Notary Public, in and for said County and State, personally appeared April R. Brandt, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 21 day of September 2010.

My Commission Expires:
2-23-2016

Resident of Hendricks County

Kathy J. Kasubaj
Notary Public - Signature
Kathy J. Kasubaj
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: part Lot 29

Owner Name(s): Charles H. Kasubjak & Kathy J. Kasubjak

Charles H. Kasubjak
Signature CHARLES H. Kasubjak

Kathy J. Kasubjak
Signature Kathy J. Kasubjak

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a Notary Public, in and for said County and State, personally appeared Charles H. Kasubjak & Kathy J. Kasubjak, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 20th day of Sept 2010.

My Commission Expires:
3-10-15

Resident of Hendricks County

Lindy Schwartz
Notary Public - Signature 561650
Lindy Schwartz
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

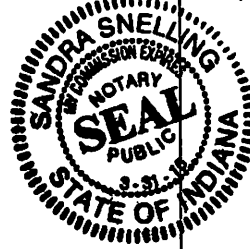
This instrument was prepared by Ben Comer, Attorney-at-Law, P. O. Box 207, Danville, IN 46122, (317) 745-4300.

Lot No.: **31 & part Lot 29**

Owner Name(s): Lowell A. Shafer & Donna M. Shafer

Lowell A. Shafer
Signature Lowell A. Shafer

Donna M. Shafer
Signature DONNA M. Shafer



STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public, in and for said County and State, personally appeared LOWELL A. SHAFER & DONNA M. SHAFER, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 15th day of September 2010.

My Commission Expires:
3/31/2015

Resident of Hendricks County

Sandra Snelling
Notary Public - Signature
Sandra Snelling
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 33

Owner Name(s): Paul J. Walters & Pamela K. Walters

Paul J. Walters
Signature Paul J. Walters

Pamela K. Walters
Signature Pamela K. Walters

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS



Hendricks County
Candice Duffney
Expires: 3/30/18

Before me, a Notary Public, in and for said County and State, personally appeared PAMELA K AND PAUL J WALTERS, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 17th day of September 2010.

My Commission Expires:
3-30-18

Candice Duffney
Notary Public - Signature
CANDICE DUFFNEY
Notary Public - Printed Name

Resident of HENDRICKS County

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 34

Owner Name(s): Jason A. Jones & Sarah A. Jones

[Signature]
Signature Jason A. Jones

[Signature]
Signature SARAH A. JONES

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a Notary Public, in and for said County and State, personally appeared Jason A. & Sarah A. Jones, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 21 day of September 2010.

My Commission Expires:
2-23-2016

[Signature]
Notary Public - Signature

Resident of Hendricks County

Kathy J. Kasubjak
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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



Lot No.: 36

Owner Name(s): Daniel B. MacDonald & Maureen E. MacDonald

Daniel B. MacDonald
Signature DANIEL B. MACDONALD

Maureen E. MacDonald
Signature MAUREEN E. MACDONALD

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a Notary Public, in and for said County and State, personally appeared Daniel B. & Maureen E. MacDonald, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 22 day of September 2010.

My Commission Expires:
2-23-2016

Resident of Hendricks County

Kathy J. Kasubjak
Notary Public - Signature
Kathy J. Kasubjak
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 38

Owner Name(s): Christopher Menchhofer & Jennifer Menchhofer

Christopher Menchhofer
Signature CHRISTOPHER MENCHHOFER

Jennifer Menchhofer
Signature JENNIFER MENCHHOFER

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a Notary Public, in and for said County and State, personally appeared Christopher & Jennifer menchhofer, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 22 day of September 2010

My Commission Expires:
2-23-2016

Resident of Hendricks County

Kathy J Kasubjak
Notary Public Signature
Kathy J. Kasubjak
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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

Lot No.: 39

Owner Name(s): Gordon W. Criss & Kristin D. Criss

Gordon W. Criss
Signature GORDON W. CRISS

Kristin D. Criss
Signature KRISTIN D. CRISS

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public, in and for said County and State, personally appeared GORDON W. AND KRISTIN D. CRISS, who acknowledged the execution of the foregoing Amendment to be their voluntary act for the uses and purposes contained therein.

WITNESS my hand and seal this 21ST day of SEPTEMBER 2010.

My Commission Expires: 12/25/2015

Beth A. Chilcott
Notary Public - Signature

Resident of HAMILTON County

BETH A. CHILCOTT
Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

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