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 (Boone County)
 (119)

**RESTATED AND AMENDED DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR VILLAGE WALK, SECTIONS I-IV**

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**RESTATED AND AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGE WALK, SECTIONS I-IV**

THIS INDENTURE WITNESSETH, that Village Walk Homeowners Association, Inc. an Indiana nonprofit corporation (hereinafter referred to as the "Association"), does hereby certify the following Restated and Amended Declaration of Covenants, Conditions and Restrictions for Village Walk, Sections I-IV, both inclusive, a single family residential subdivision in the Town of Zionsville, Boone County, Indiana (hereinafter referred to as the "Subdivision").

Cross-reference: This document restates and amends in their entirety the following documents previously recorded in the office of the Recorder of Boone County, Indiana:

1. Original Declaration of Covenants, Conditions and Restrictions for Village Walk dated September 17, 1979, and recorded on or about January 30, 1980, as instrument no. 483, in Miscellaneous Book 80, pages 25, et seq. (the "Original Declaration").
 2. Amendment to the Original Declaration dated April 8, 1981, and recorded on or about April 15, 1981, in Miscellaneous Book 83, pages 502, et seq.
 3. The Plat Covenants of Phase I (Lots 1-32) recorded at Plat Book 6, page 41.
 4. The Plat Covenants of Phase II (Lots 33-74) recorded at Plat Book 6, page 42A.
 5. The Plat Covenants of Phase III (Lots 75-96) recorded at Plat Book 6, page 73.
 6. The Plat Covenants of Phase IV (Lots 97-168) recorded at Plat Book 6, page 85.
- (the preceding four references hereinafter referred to as the "Plat Covenants").

ARTICLE I

DEFINITIONS

Section 1.1: "Association" shall mean and refer to Village Walk Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

Section 1.2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3: "Properties" shall mean and refer to that real property described as Lots 1 through 168, both inclusive, in Village Walk, Sections I through IV, both inclusive, the Common Area appurtenant thereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4: "Common Area" shall mean all real property (including any improvements thereto) owned by the Association for the common use and enjoyment of the Owners, which property includes drainage and pond areas which serve the Properties.

Section 1.5: "Lot" shall mean and refer to each plot of land shown on the recorded subdivision plats of the Properties, with the exception of the Common Area, upon which one dwelling unit may be constructed.

Section 1.6: "Member" shall mean and refer to every person or entity who holds membership in the Association by virtue of their ownership of a Lot in the Subdivision.

Section 1.7: "Common Facilities" shall include the drainage or retention pond or lake to be constructed upon the Common Area, as well as any and all other improvements, of a recreational nature or otherwise, installed or constructed upon the Common Area.

Section 1.8: "Articles of Incorporation" shall mean and refer to the duly adopted Articles of Incorporation of the Association, as amended from time to time.

Section 1.9: "By-Laws" shall mean and refer to the duly adopted By-Laws of the Association, as amended from time to time.

ARTICLE II

PROPERTY RIGHTS

Section 2.1: Owners' Easements and Rights of Enjoyment. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, and the right to use the Common Facilities constructed thereon, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The right of the Association to charge reasonable and non-discriminatory fees and to establish rules and regulations for the use of the Recreational Facilities.
- b) The right of the Association to suspend the right to use the Recreational Facilities of any Owner who is delinquent in payment of dues or assessments for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations.

c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members provided that no such dedication shall interfere with the use of such areas for drainage purposes. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the Members has been recorded.

Section 2.2: Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and Recreational Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1: Every Owner of any Lot shall be a member of the Association. Membership shall be apportioned to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2: The Association originally had two classes of voting membership, Class I and Class II (the developer(s) of the Subdivision). All Members are now Class I Members, the Owners of the Lots in the Subdivision ("Members"). Members shall be entitled to one vote for each Lot owned by them. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves may agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect to any Lot. Each vote cast for a Lot shall presumptively be valid, but if such vote is questioned by any member holding an interest in such Lot, if all members are not in agreement the vote of such Lot which is questioned shall not be counted.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1: Creation of the Lien and Personal Obligation of Assessments. Pursuant to the Original Declaration, each Owner of each Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or by any other act that will cause a Lot or unit to become a Lot as herein deferred, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest at the rate set forth below, collection costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be

the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title to such Lot unless expressly assumed by them.

Section 4.2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to maintain the Common Area and the drainage facilities thereon, the Common Facilities, and to promote the recreation, health, safety, and welfare of the residents in the Properties.

Section 4.3: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment against the Lots applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any purchase, construction, reconstruction, repair or replacement of a capital or physical improvement upon the Common Area, including fixtures and personal property, provided that any such assessment shall have the consent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.4: Notice and Quorum for Any Action Authorized Under Section 4.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.5: Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected in advance.

Section 4.6: Initial Assessments. The annual assessments for each fiscal year shall be payable semi-annually, in advance, on the first day in May and November. The current annual assessment for Lots is \$160.00. Special assessments may be collected periodically in the manner set forth in the adopting resolution or other action adopting the special assessment.

Section 4.7: Due Dates of Annual Assessments. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each fiscal year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, or its designee, setting forth whether the assessments on a specified Lot have been paid.

Section 4.8: Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late charge of

Twenty-Five Dollars (\$25.00) and in addition shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 4.9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.10: Required Expenditures. To the extent not performed by any public drainage board, the Association shall maintain the drainage facilities and lake on the Common Area, and shall further carry liability insurance on all Common Areas and Facilities, including the lake. The cost of such expenditures shall be paid for from the annual assessments.

Section 4.11: Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of any management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled by an affirmative vote of a majority of the votes of the Members of the Association.

ARTICLE V

EASEMENTS AND BUILDING LINES

Section 5.1: The Association shall have the right to grant easements upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining utilities, including but not limited to water, sewer, gas, telephones and electricity but such easements shall be subject to the limitation that no use of or work done pursuant thereto shall interfere with the provision for storm water storage and the quantity thereof on the Common Area. The Association shall have easements for the maintenance of all landscaping features, plants and walls, etc. installed by the original developers of each Section of the Subdivision.

Section 5.2: There are strips of ground of varying feet in width as shown on the Plans and marked U & D ESMI, which are reserved for the use of public utilities, not including transportation companies, for the mains, ducts and drains subject at all times to the proper authorities and to the easements granted and reserved on the Plans. No permanent structures are to be erected or maintained upon said utility easements. Owners of Lots in the Subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along across and

through said utility easements, and to the rights of owners of the other Lots in the Subdivision.

Section 5.3: Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

ARTICLE VI

PLAT COVENANTS AND USE RESTRICTIONS

Section 6.1: Minimum Side Yards. No building, structure or accessory building shall be erected closer to the side of any Lot than seven (7) feet with an aggregate of 19 feet for both sides of Lot at the building line, except fences. Where buildings are erected on more than one single Lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple Lots.

Section 6.2: Residential Use. All lots in the Subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not less than 2 cars and residential accessory buildings.

Section 6.3: Minimum Home Size. The minimum home sizes for homes in the Subdivision are as follows:

Sections I and II: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of twelve hundred (1200) square feet of finished and liveable floor area.

Section III: The area of any structure shall not be less than sixteen hundred (1600) square feet of finished and liveable floor area, except the following lots in Section II shall not be less than eighteen hundred (1800) square feet of finished and liveable floor area: Lots 75, 76, 77, 78, 79, 80, 95 and 96.

Section IV: One-third of the homes shall not be less than 1600 square feet; two-thirds of the homes shall not be less than 1800 square feet.

Section 6.4: Commercial Buildings. No hotel building, boarding house, mercantile or factory building, or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

Section 6.5: Trailers and Outbuildings. No trailers, stacks, or outhouse of any kind nor any storage sheds larger than ten feet by twelve feet, shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

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Marylin J. Smith, Boone County Recorder

Section 6.6: Vehicles. No motor homes, campers, trucks over one-half ton, trailers or boats shall be parked on any lot in the front yards nor elsewhere on the lot if not fully screened from the adjoining lots and/or the Common Area.

Section 6.7: Animals. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

Section 6.8: Nuisances. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 6.9: Fences. No fence shall be erected on or along any interior lot line, 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 reasonably so as to enclose the property and decorate the same without hindrance 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. No fence or wall which is not of open wire or chain link shall exceed five (5) feet in height, except fencing which surrounds the common area or drainage pond thereon, or which shall be constructed along a perimeter lot line of the Subdivision to screen Ford Road, Cruse Road (118th Street), or adjoining property on the western or southern perimeters.

Section 6.10: Water and Sewer. No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located on a constructed on any lot or lots herein except as approved by said health authority.

Section 6.11: Architectural Control. No building, fence, deck, pool or similar structure shall be erected, placed or altered on any building Lot in the Subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved as to the conformity and harmony of external design, building materials, and colors, with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of those Owners appointed by the Board of Directors of the Association, or their 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 members nor the designated representatives shall be entitled to any compensation for services performed, pursuant to this covenant, and shall not be subjected to any liability for performing such function.

Section 6.12: Enforcement. If the parties hereto, or any of them, or their heirs or assigns

shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

Section 6.13: Sight Lines. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6.14: Maintenance of Lots. The yards of all Lots in the Subdivision shall be maintained to prevent the growth of unsightly weeds, and no accumulation of junk or trash shall be permitted on any Lot. In the event of a violation of this paragraph, the Association shall give the owner of such lot a minimum of thirty (30) days notice to maintain and/or clean up such Lot, and if the owner of such lot fails to comply with such notice, the Association shall have the right and license to perform the maintenance and/or clean up and assess the cost thereof against such lot. The assessment of such costs shall constitute a lien against such lot, and may thereafter be collected by the Association in the same manner set forth in Article IV above.

ARTICLE VI

GENERAL PROVISIONS

Section 7.1: Enforcement. The Association, its successors or assigns, the Town of Zionsville and its designees, and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges on or hereafter imposed by the provisions of these Covenants, Conditions and Restrictions. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to any other remedies available at law or equity, the party successfully enforcing a violation of these covenants shall be entitled to recover reasonable attorneys fees incurred in such action.

Section 7.2: Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7.3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of ten (10) years from the date this Declaration is recorded.

after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment of this Declaration must be recorded in the Office of the Boone County Recorder.

Section 7.4: Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of other Owners.

Section 7.5: Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporation or individuals, men or woman, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned certifies that the foregoing instrument has been adopted by vote of the members of the Village Walk Homeowners Association, Inc., at a duly called meeting held on the 26th day of January, 1999, and additionally by those members whose signatures appear on Exhibits A, B, C, D, & E attached hereto.

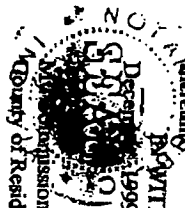
VILLAGE WALK HOMEOWNERS
ASSOCIATION, INC.

By *J. Brian Biggs*
Printed: J. Brian Biggs
Title: President

STATE OF INDIANA)
) ss:
COUNTY OF BOONE)

Before me a Notary Public in the State of Indiana and a resident of Boone County, personally appeared J. Brian Biggs the President of Village Walk Homeowners Association, Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for an on behalf of Village Walk Homeowners Association, Inc., being duly authorized ^{therein}.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal on this 28th day of



J. Brian Biggs
Printed: Donald Jake Kincaid
My Commission Expires: Nov. 30, 2006
County of Residence: Boone County

This instrument prepared by: Roger L. Burrus, Attorney at Law
BURRUS & BURRUS, 410 W. Oak Street, Zionsville, Indiana 46077

**VILLAGE WALK HOMEOWNERS ASSOCIATION, INC.
 APPROVAL OF RESTATED AND AMENDED COVENANTS**

The undersigned owner of the below referenced lot in Village Walk Subdivision in the town of Zionville, Boone County, Indiana, hereby approves the foregoing Restated and Amended Declaration of Covenants, Conditions and Restrictions for Village Walk Subdivision, Sections I through IV, both inclusive.

Name	Signature	Address	Lot No.
Thomas M. McBaron	<i>[Signature]</i>	1575 Village Walk Dr	5
Gregory M. Wynn	<i>[Signature]</i>	2402 Watahona	102
Carol Leach	<i>[Signature]</i>	10 Watahona Ct	49
STEVEN J. LARKER	<i>[Signature]</i>	1655 Village Walk Dr	72
James Scott + Julie Scott	<i>[Signature]</i>	45 Watahona Ct	56
Margaret St. Davis	<i>[Signature]</i>	15 Village Place	
Mavis Patterson	<i>[Signature]</i>	85 Valley Place	
<i>[Signature]</i>	<i>[Signature]</i>	30 Clay Ct	41
<i>[Signature]</i>	<i>[Signature]</i>	40 Watahona Ct	52
<i>[Signature]</i>	<i>[Signature]</i>	60 Watahona Ct	54
Annette Leach	<i>[Signature]</i>	10 Watahona Ct	49
<i>[Signature]</i>	<i>[Signature]</i>	35 Village Walk Dr	125
Rita Skupione	<i>[Signature]</i>	11	125
Bergan Storm	<i>[Signature]</i>	2 Village Walk	129
Ann Steiman	<i>[Signature]</i>	2 Village Walk Ct	129
Nich Schaffert	<i>[Signature]</i>	10 Watahona Ct	130
Colony Owners	<i>[Signature]</i>	30 Catalina Ln	132

VILLAGE WALK HOMEOWNERS ASSOCIATION, INC.
 APPROVAL OF RESTATED AND AMENDED COVENANTS

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 Marylin J. Smith, Boone County Recorder

The undersigned owner of the below referenced lot in Village Walk Subdivision in the town of Zionsville, Boone County, Indiana, hereby approves the foregoing Restated and Amended Declaration of Covenants, Conditions and Restrictions for Village Walk Subdivision, Sections I through IV, both inclusive

Name	Signature	Address	Lot No.
NEFF, DINA	<i>Dina Neff</i>	620 Danbury	145
J. Brian Briggs	<i>J. Brian Briggs</i>	1582 Waterford Dr	105
Joray, Sara	<i>Sara Joray</i>	610 Danbury Dr	146
Clark, Tracy	<i>Tracy Clark</i>	1552 Waterford Dr	111
DENNETT, MEG	<i>Meg Dennett</i>	1422 Waterford Dr.	112
Kim Phillips-Esp	<i>Kim Phillips-Esp</i>	1622 Waterford Dr.	113
^ondack, Ralage	<i>Ralage Ondack</i>	511 Waterford Dr	143
Carol Smith	<i>Carol Smith</i>	1541 Waterford	137
Diane Welken	<i>Diane Welken</i>	1632 Waterford	118
Ubbie McWhorter	<i>Ubbie McWhorter</i>	1532 Waterford	109
Doreen Cox	<i>Doreen Cox</i>	100 Danbury Ct	147
Jeff Sanders	<i>Jeff Sanders</i>	25 Danbury Ct	150
D. Terent	<i>D. Terent</i>	1542 Waterford	110
Alycia Wilson	<i>Alycia Wilson</i>	638 Danbury Dr.	144
Jenice Brondos	<i>Jenice Brondos</i>	30 Danbury Ct	148
AGMULL	<i>AGMULL</i>	30 Danbury Ct	149
ARCY FLETCH	<i>ARCY FLETCH</i>	1561 WATERFORD DR.	140

