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Subdivision Covenants and Restrictions

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ORIGINAL

BOOK 139 PAGE 150

27282

DECLARATION OF AMENDMENT TO RESTRICTIVE COVENANTS TO WALNUT HILL SECTIONS 1-8

WHEREAS, the Developer and Declarants of the original covenants of Walnut Hill Sections 1-8, more particularly described below, did desire to develop a subdivision with restrictive covenants in order to enhance the value and attractiveness of the real property contained therein.

WHEREAS, the Developer deeded certain areas as common areas to the Walnut Hill Homeowners' Association in order to benefit the entire Walnut Hill development.

WHEREAS, the Developer failed to provide in the original Covenants mechanism by which the common areas would be maintained.

WHEREAS, it is to the benefit of all the lots of Walnut Hill Sections 1-8, that the common area be maintained in a manner so as to enhance the value of the real estate.

WHEREAS, the Walnut Hill Homeowners' Association has been unable to maintain the common areas in a suitable manner as to enhance the value of all property of Walnut Hill Sections 1-8.

NOW, THEREFORE, in consideration of all the above, the undersigned declarants in order to preserve the value of the Walnut Hill Sections 1-8 do hereby adopt the following Amendments:

THE DECLARANTS, being the undersigned property owners of Walnut Hill, a subdivision located in Hendricks County Indiana, Section 1, recorded September 25, 1974 in Plat Book 9, Page 19 in the office of the Recorder of Hendricks County, Indiana; Section 2, recorded September 25, 1974 in Plat Book 9, Page 20 and replatted January 19, 1976 in Plat Book 9, page 53 for lots 32-37 in Section 2 in the office of the Recorder of Hendricks County, Indiana; Section 3, recorded June 1, 1976 in Plat Book 9, Page 62, in the office of the Recorder of Hendricks County, Indiana; Section 4 recorded August 26, 1976 in Plat Book 9, page 66 in the office of the Recorder of Hendricks County, Indiana; Section 5 recorded July 31, 1978 in Plat Book 10, page 3 in the office of the Recorder of Hendricks County, Indiana; Section 6 recorded January 27, 1977 in Plat Book 9, page 78 in the office of the Recorder of Hendricks County, Indiana; Section 7 recorded October 15, 1977 in Plat Book 9, page 96 in the office of the Recorder of Hendricks County, Indiana; and Section 8 recorded July 31, 1978 in Plat Book 10, page 4 in the office of the Recorder of Hendricks County, Indiana, whose signatures are attached hereto, desire to provide for the preservation and enhancement of the property values, amenities, and opportunities of said community and to contribute to the personal and general health, safety, and welfare of the residents and for the maintenance of the land and improvements thereon, and to this end desire to subject the real property described above to these amendments to the Restrictive Covenants recorded simultaneously on the plat for each Section described hereinabove;

NOW THEREFORE, the Declarants hereby covenant that all the following Amendments shall be binding on each owner of property of Walnut Hill, Sections 1-8, but in the event a court of competent jurisdiction shall determine that only the lots of the undersigned are bound by this Declaration, then this Declaration of Amendment shall not be void as to the lots owned by the undersigned lot owners.

DEC 21 1983 9:36 150-102

HENDRICKS COUNTY RECORDER

1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant hereby covenant that each owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay the Walnut Hill Homeowners' Association hereafter referred to as the "Association"; (1) Annual assessment or charges; (2) Special assessments for common area improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The lien date shall be the annual assessment due date as set forth in Paragraph 7.

2. **Purposes of Assessments.** The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents in the

succeeding year. No adjustments or prorations of assessments shall be made by the Association for one year thereafter. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

7. **Duties of the Board of Directors.** The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owners liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. **Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association.** If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed Ten Dollars (\$10.00) shall be added thereto and from the date interest at the rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such assessment, delinquent fee, interest, the cost of preparing and filing a complaint in such action; and in all events, the judgment shall include interest on the total amount above as provided together with reasonable attorney fees to be fixed by the Court, together with all costs of any legal action incurred which includes all costs and attorney fees for appeals.

9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of any such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

10. **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

11. **Membership in Homeowners' Association.** Walnut Hill Homeowners Association, Inc. shall be a not-for-profit corporation

with required membership consisting of all lot owners holding title to lots in Walnut Hill, Sections 1-8, and will have enforceability powers for the restrictive covenants and for the enforcement and collection of liens.

12. Enforcement. Any lot owner may also enforce any violation of these Covenants. All costs of enforcement of these covenants shall be recoverable including, but not limited to, attorney fees and shall be part of the judgement which shall be a lien on the real estate so effected.

13. Run with the Land. These Amendments to Restrictive Covenants shall run with the land and shall be binding on all successors-in-interest, heirs or assigns of the Declarants and applicable to any and all lot owners of Walnut Hill, Sec. 1-8.

14. Amendment. These covenants can be changed only upon a majority vote of all lot owners of Walnut Hill Sections 1-8.

15. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way or manner affect any of the other provisions, which shall remain in full force and effect and run with the land.

Witness our hands and seals this 30 day of October, 1993.

Lot 156 M. J. McNeely
Lot 158 Larry E. Zimmerman
Lot 160 [Signature]
Lot 162 [Signature]
Lot 164 John J. Higgins
Lot 166 [Signature]
Lot 168 [Signature]
Lot 170 [Signature]
Lot 172 [Signature]
Lot 174 [Signature]
Lot 176 [Signature]
Lot 178 [Signature]
Lot 180 [Signature]

Lot 156 Sharon K. McNeely
Lot 180 Larry E. Zimmerman
N/A
Lot [Signature]
Lot 164 [Signature]
Lot 166 [Signature]
Lot 168 [Signature]
Lot 170 [Signature]
Lot 172 [Signature]
Lot 174 [Signature]
Lot 176 [Signature]
Lot 178 [Signature]
Lot 180 [Signature]

STATE OF INDIANA }
HENRICKS COUNTY } SS:

Before me, a Notary Public in and for said County and State, personally appeared, Above Signed Names.

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true. Witness my hand and Notarial Seal this 30 day of October, 1993.

My Commission Expires: 6/9/94
County of Residence: Hendricks

Signature of Notary Public: Everett R. DeKen
Printed Name of Notary Public: Everett R. DeKen

L. Jane Neekman
LOT 13

M. Lisa Korman
LOT 145

H. Christ Palmer
LOT 7

Walter Wood
LOT 130

Erda Thompson
LOT 130

And. Thon
LOT 8

Robert L. Branchini
LOT 97

Paul Challeby
LOT 102

Judy A. Ford
LOT 106

[Signature]
LOT 75

Robert P. Kelly
LOT 120

Colin P. Smith
LOT 120

Gregory K. Swallow
LOT 100

Debbie Dullewood
LOT 100

Erda Palmer
LOT 7

Rebecca Ferrer Carpenter
LOT 101

Oryce Halvick
LOT 101

Scott L. Swallow
LOT

Robert L. Branchini
LOT 97

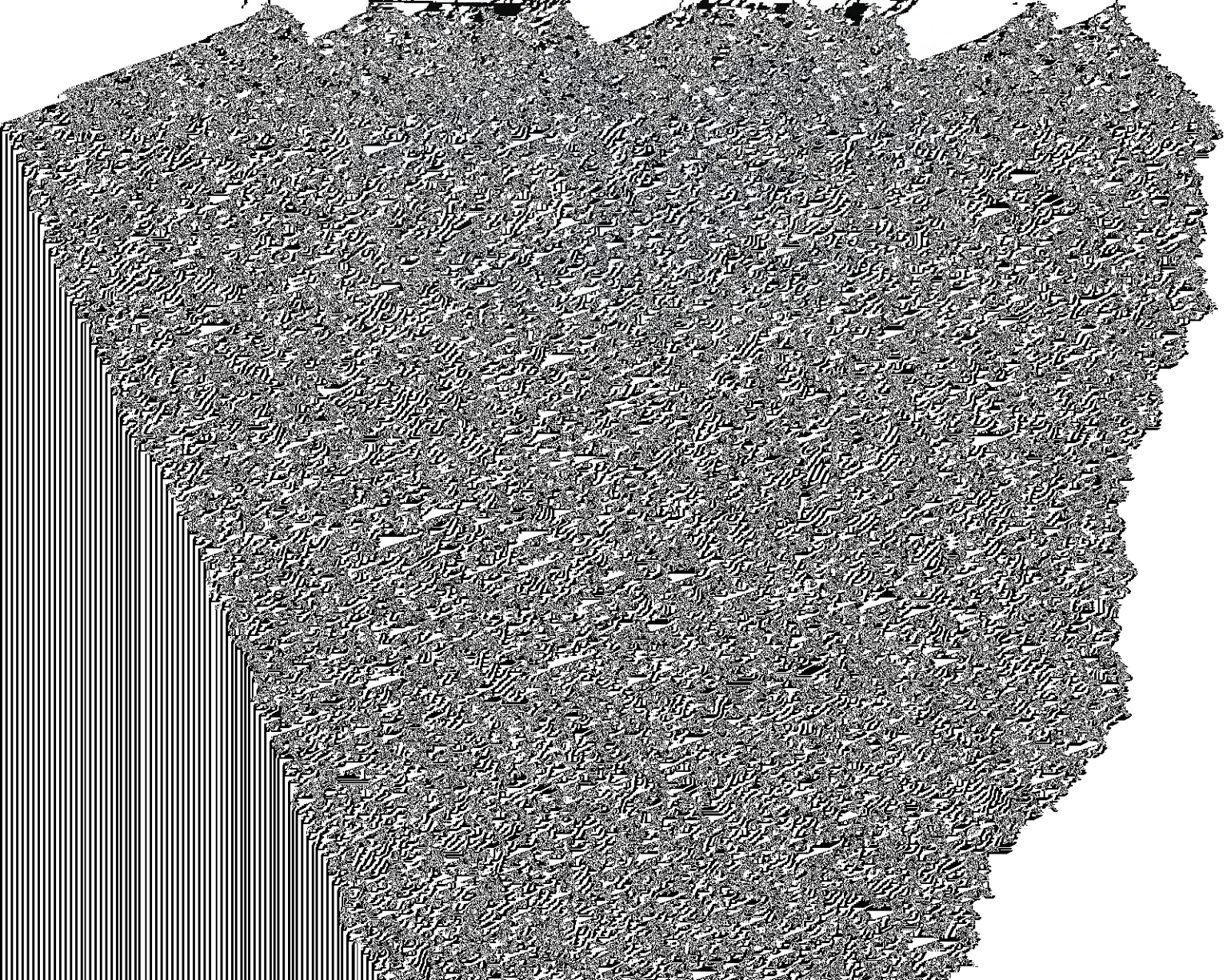
NO
LOT

W. J. P. Smith
LOT 106

Carl Momen
LOT 135

Jane Wick Sullivan
LOT 100

[Signature]
LOT 100



Michelle

<p>Ray C. Collier Lot 96</p> <p>Justin Spang Lot 96</p> <p>John Howard Lot 80</p> <p>Patricia Burch Lot 153</p> <p>Quinn E. Kiser Lot 162</p> <p>Sam O. Jones Lot 159</p> <p>[Signature] Lot 116</p> <p>[Signature] Lot 118</p> <p>[Signature] Lot 151</p> <p>Michael Dyluck Lot 1113</p> <p>Laura Hitchcock Lot 104</p> <p>Robert K. Long Lot 114</p> <p>Mark W. Smith Lot 118</p> <p>Mary B. Tuttle Lot 144</p> <p>Janet A. Tuttle Lot 144</p> <p>Mary Jane Bouffman Lot 144</p> <p>Nancy K. Barber Lot 143</p> <p>[Signature] Lot 41</p> <p>[Signature] Lot 21</p> <p>Lot _____</p> <p>Lot _____</p> <p>Lot _____</p> <p>Lot _____</p> <p>Lot _____</p> <p>Lot _____</p>	<p>[Signature] Lot 24</p> <p>Alvin A. [Signature] Lot 136</p> <p>Wm Sue Howens Lot 132</p> <p>[Signature] Lot 154</p> <p>Terry J. Kiser Lot 162</p> <p>N/A Lot _____</p> <p>Catherine Fleming Lot 119</p> <p>Lee Ann Lord Lot 119</p> <p>Harold O. Cooper Lot 118</p> <p>Debbie Radich Lot 113</p> <p>Fred Hitchcock Lot 104</p> <p>[Signature] Lot 114</p> <p>Russell Smith Lot 118</p> <p>Lot _____</p> <p>Lot _____</p> <p>Lot _____</p> <p>Edward B. [Signature] Lot 143</p> <p>N Lot _____</p> <p>[Signature] Lot 21</p> <p>Lot _____</p> <p>Lot _____</p> <p>Lot _____</p>
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STATE OF INDIANA }
 HENDRICKS COUNTY } SS:

Before me, a Notary Public in, and for said County and State, personally appeared, Above Signed Names

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.
 Witness my hand and Notarial Seal this 31st day of October, 1993.

My Commission Expires: Nov. 14, 1996
 County of Residence: Hendricks

Michelle E. Sharp
 Signature of Notary Public
MICHELLE E. SHARP
 Printed Name of Notary Public



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Larry A. Cassett
 LOT 161
~~John R. [unclear]~~
 LOT 131
~~John M. [unclear]~~
 LOT 133
~~John [unclear]~~
 LOT 134
~~John [unclear]~~
 LOT 135
 Donald E. Morrison
 LOT 5
~~Robert [unclear]~~
 LOT 136
~~Alley J. [unclear]~~
 LOT 137
~~John [unclear]~~
 LOT 138
~~Anna C. [unclear]~~
 LOT 139
~~Manuel [unclear]~~
 LOT 140
~~John [unclear]~~
 LOT 141
~~Amelia S. [unclear]~~
 LOT 142
~~John [unclear]~~
 LOT 143
~~Ruth H. [unclear]~~
 LOT 144
~~John [unclear]~~
 LOT 145
~~John [unclear]~~
 LOT 146
~~John [unclear]~~
 LOT 147
~~John [unclear]~~
 LOT 148
~~John [unclear]~~
 LOT 149
~~John [unclear]~~
 LOT 150
~~John [unclear]~~
 LOT 151
~~John [unclear]~~
 LOT 152
~~John [unclear]~~
 LOT 153
~~John [unclear]~~
 LOT 154
~~John [unclear]~~
 LOT 155
~~John [unclear]~~
 LOT 156
~~John [unclear]~~
 LOT 157
~~John [unclear]~~
 LOT 158
~~John [unclear]~~
 LOT 159
~~John [unclear]~~
 LOT 160

Myrtle B. [unclear]
 LOT 151
 Jean M. Leggs
 LOT 131
 N/A
 LOT 132
 Ann Daniel
 LOT 133
 Bruce Fiala
 LOT 134
 N/A
 LOT 135
 Hazel Morrison
 LOT 5
~~John [unclear]~~
 LOT 136
 Pamela A. Rogers
 LOT 137
 Debbie Montgomery
 LOT 138
 Jacquelyn A. Clements
 LOT 139
 Paul Proffman
 LOT 140
 Cliff Jones
 LOT 141
 N/A
 LOT 142
 Sandra K. Ladine
 LOT 143
 Virginia L. Bresler
 LOT 144
 James [unclear]
 LOT 145
 William R. Humphrey
 LOT 146
 Mary T. Humphrey
 LOT 147
 N/A
 LOT 148
 Phillip M. Samors
 LOT 149
 LOT 150
 LOT 151
 LOT 152
 LOT 153
 LOT 154
 LOT 155
 LOT 156
 LOT 157
 LOT 158
 LOT 159
 LOT 160

STATE OF INDIANA }
 HENDRICKS COUNTY } SS:

Before me, a Notary Public in and for said County and State, personally appeared, Donald E. Morrison

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.
 Witness my hand and Notarial Seal this 2 day of December 1993.

My Commission Expires: 6/9/04
 County of Hendricks
Edward R. DeKen

Edward R. DeKen
 Signature of Notary Public
Edward R. DeKen
 Printed Name of Notary Public

<u>Leif Harkess</u> LOT 97	<u>Judy Harkess</u> LOT 174
<u>Donald K. Cummings</u> LOT 91	<u>Deby Cummings</u> LOT 172
<u>William D. Fox</u> LOT 164	<u>Barbara Fox</u> LOT 164
<u>Conrad Reeder</u> LOT 126	<u>Brenda Reeder</u> LOT 126
<u>Charles K. Robin</u> LOT 112	<u>Charles K. Robinson</u> LOT 112
<u>Joyce Green</u> LOT 124	<u>Joyce Green</u> LOT 124
<u>Luis Andrade</u> LOT 78	<u>Mary Schaefer</u> LOT 178
<u>Richard Wright</u> LOT 92	<u>N/A</u> LOT 92
<u>Gene W. Kester</u> LOT 102	<u>Andrew R. Smith</u> LOT 102
<u>Walter</u> LOT 102	<u>Philip L. Smith</u> LOT 102
<u>Earl Hargison</u> LOT 193	<u>Mary Margaret Hargison</u> LOT 193
<u>Stanley O. Walton</u> LOT 161	<u>Shirley M. Walton</u> LOT 161
<u>Richard W. Klye</u> LOT 92	<u>Shirley Klye</u> LOT 92
<u>Jack S. Lewis</u> LOT 143	<u>Julia M. Paris</u> LOT 143
<u>Margaret B. Parile</u> LOT 144	<u>N/A</u> LOT 144
<u>Jimmy C. Mungerson</u> LOT 23	<u>Therese M. Mungerson</u> LOT 23
<u>Stigman Beaul</u> LOT 143	<u>N/A</u> LOT 143
<u>Catherine L. Kozusa</u> LOT 25	<u>N/A</u> LOT 25
<u>Timothy D. Forty</u> LOT 132	<u>Cynthia M. Forty</u> LOT 132
LOT _____	LOT _____
LOT _____	LOT _____
LOT _____	LOT _____

STATE OF INDIANA)
 HENDRICKS COUNTY) SS:

Before me, a Notary Public in and for said County and State, personally appeared, _____

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.
 Witness my hand and Notarial Seal this 7 day of December, 1993.

My Commission Expires: 6/1/98
 County of Residence: Hendricks

Ernest R. Decker
 Signature of Notary Public
Ernest R. Decker
 Printed Name of Notary Public

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D.R. Hagen
 LOT 127
 Frank Price
 LOT 159
 Bernard Trent
 LOT 144
 Randall Trent
 LOT 58
 Karen R. Jones
 LOT 37
 Margaret W. Gilbert
 LOT 43
 Delroy Bartley
 LOT 38
 Scott Gulley
 LOT 176
 Robert C. Richardson
 LOT 202
 James A. Hummel
 LOT 24
 Jim Miller
 LOT 175
 Melba Mills
 LOT 174
 [unclear]

Dina A. Hagen
 LOT 223
 Mrs. Cons Price
 LOT 189
 Mary Ellen Trent
 LOT 64
 Kelly J. Gulley
 LOT 158
 [unclear] Jones
 LOT 32
 N/A
 LOT 1
 Mrs. Bartley
 LOT 38
 Dina Gulley
 LOT 176
 N/A
 LOT 202
 Denise A. Hummel
 LOT 24
 Dee Omurch
 LOT 177
 N/A
 LOT

27283

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WALNUT HILL HOMEOWNERS ASSOCIATION
RELEVANT TO DECLARATION OF AMENDMENT
TO RESTRICTIVE COVENANTS**

WHEREAS, the Developer and Declarants of the original Covenants of Walnut Hill, Section 1 through 8, did desire to develop a subdivision with restrictive covenants in order to enhance the value and attractiveness of the real property contained therein; and

WHEREAS, the Developer deeded certain areas as common areas to the Walnut Hill Homeowners Association in order to benefit the entire Walnut Hill development; and

WHEREAS, the Developer failed to provide in the original Covenants for a mechanism by which the common areas would be maintained; and

WHEREAS, it is to the benefit of all of the lots of Walnut Hill, Sections 1 through 8, that the common area be maintained in a manner so as to enhance the value of the real estate; and

WHEREAS, the Walnut Hill Homeowners Association has been unable to maintain the common areas in a suitable manner as to enhance the value of all property of Walnut Hill, Sections 1 through 8; and

WHEREAS, the Walnut Hill Homeowners Association has attempted to enact a Declaration of Amendment to the Restrictive Covenants to Walnut Hill, Sections 1 through 8, in order to provide a mechanism for collection of assessments so that the common areas can be maintained; and

ENTERED FOR RECORD

DEC 21 1993 163-169

Jay Deaton
HENRICKS COUNTY RECORDER

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WHEREAS, in order to obtain the cooperation and consent of as many homeowners as possible, the Board of Directors of Walnut Hill Homeowners Association has determined that they must provide an inducement for the present owners of Walnut Hill, Sections 1 through 8, to consent to said Declaration; and

WHEREAS, in order to induce said homeowners to consent to said declaration, the Board of Directors hereby passes the following resolution.

BE IT RESOLVED THAT: In lieu of the \$75.00 Annual Assessment as set forth in the By-Laws, the record title holders of lots of Walnut Hill Section 1-8 as of the date of the signing of the Declaration, in consideration for their consent and signatures on the Declaration of Amendment, shall be assessed a minimum annual assessment in the amount of \$1.00 per year, as long as the present homeowner retains ownership of his lot. Upon transfer of ownership from the present owner to a subsequent owner, the minimum assessment will no longer apply and the full annual assessment as determined by the Board of Directors shall be applicable. If any current Homeowner does not make payment of the \$1.00, minimum assessment, the Walnut Hill Homeowners Association shall pay that Assessment on their behalf to assure that no lien on the Homeowner's lot shall be created.

BE IT FURTHER RESOLVED that the record title holders of lots of Walnut Hill Subdivision, Sections 1 - 8, as of the date of the signing of the Declaration, in consideration for their consent and signatures on the Declaration of Amendment, shall, in the event of

any special assessment, be encouraged to pay the full amount of any special assessment on a voluntary basis, but in the event said homeowners do not wish to pay the full amount, they shall be assessed a minimum special assessment in the amount of \$1.00, as long as the present homeowner retains ownership of his lot. Upon transfer of ownership from the present owner to a subsequent owner, the minimum special assessment amount of \$1.00 shall no longer apply and the full amount of any future special assessment as determined by the Board of Directors shall be applicable to any subsequent owner. If any current homeowner who does not make the payment of the \$1.00 minimum payment on the special assessment, the Walnut Hill Homeowners Association shall pay that \$1.00 minimum special assessment on their behalf to assure that homeowner that no lien will be created.

BE IT FURTHER RESOLVED that the effect of this Resolution may not be changed by a subsequent vote of the Board of Directors of Walnut Hill Homeowners Association. This resolution shall be binding on this Board of Directors and all future Board of Directors of Walnut Hill Homeowners Association. This Resolution is part of the consideration for the lot owner's consent to bind his/her real estate to the Declaration of Amendment to the Restrictive Covenants. Any violation of this Resolution can be enforced by any lot owner who shall recover costs, including, but not limited, to attorney fees.

STATE OF INDIANA)
HENDRICKS COUNTY) SS:

Before me, a Notary Public in, and for said County and State,
personally appeared, VICKI L Branching, Cathy P Smith, Hal A McConay
Crystal J Hoffman, W Jay Job, Michael H. Nelson, Jeffrey K
Smallwood, Katherine Elmerke

who acknowledged the execution of the foregoing, and who, having
been duly sworn, stated that any representation therein contained
are true and that they were duly authorized to make such
representations.

Witness my hand and Notarial Seal this 13 day of
OCTober, 1993.

My Commission Expires:
6/9/94

County of Residence:
Hendricks

Everett R. Deke
Signature of Notary Public

Everett R. Deke
Printed name of Notary Public

This instrument was prepared by Sharon E. Stegemoller, Attorney-at-
law, P.O. Box 207, Danville, IN 46122; 317/745-4300.



Dated this 13 day of OCTober, 1993.

BOARD OF DIRECTORS OF WALNUT HILL HOMEOWNERS ASSOCIATION:

Victor J. Branchini

John P. Smith

Gail A. Money

Crystal J. Holtmann

Ray J. King

Walter J. King

Jeffrey K. Smallwood

Ernest R. King

Katherine E. Moore



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STATE OF INDIANA }
HENDRICKS COUNTY } SS:

Before me, a Notary Public in and for said County and State,
personally appeared, Everett Deken

who acknowledged the execution of the foregoing, and who, having
been duly sworn, stated that any representation therein contained
are true and that they were duly authorized to make such
representations.

Witness my hand and Notarial Seal this 13 day of
October, 1993.

My Commission Expires:
2-11-95

Sharon E. Stegemoller
Signature of Notary Public

County of Residence:
Hendricks

Sharon E. Stegemoller
Printed name of Notary Public

This instrument was prepared by Sharon E. Stegemoller, Attorney-at-
law, P.O. Box 207, Danville, IN 46122; 317/745-4300.