1. All easements for utilities and drainage as shown on recorded plot are hereby reserved with 21/2 foot distance from the centerline of each easement for utilities and drainage and are hereby reserved for maintenance and repair. In the event any of the existing utilities need to be relocated - then the utilities will be relocated within a 5 foot easement of the respective property line.

2. Set-back lines for the location of the home/trailer are established on recorded plots for Sections between which lines and the property line of the street - shall be erected or maintained no building or structure or location of the home/trailer closer than the set-back line.

3. a. Sections 1 and 3 mobile/modular homes shall have living area - exclusive of cabanas, porches, carports or attached garages of 600 square feet as minimum. All homes must be at least 12 feet wide and 50 feet in length.

   b. Sections 2 mobile/modular homes shall have living area - exclusive of cabanas, porches, carports or attached garages - of 1200 square feet as a minimum. All homes must be at least 24 feet wide and 50 feet in length.

   c. Stick homes may be built in all Sections 1, 2, 3, 4, 5, 6.

   d. Sections 4, 5, and 6 trailers or mobile homes shall have living area, exclusive of cabanas, porches, carports of attached garages, of 1008 square feet as a maximum. All trailers or homes are restricted to 26 feet in width and 38 feet in length because of the size of the lots. Property owners with adjoining lots may place a home larger than the above restrictions.

   1. Campers may be placed on lots with the following restrictions: must be 5 years or newer, have skirting, hooked to utilities, not pulled in and out, lived in and Meet the approval of the Board of Directors of the Property Owners Association.

4. No cabanas, porches, carports or garages may be attached to any mobile or modular home or trailer or any other structure.
shall be erected on any lot unless plans are submitted and approval obtained from Van Bibber Lake Property Owners Association, Inc. A building permit from the planning commission is also required.

5. All homes/trailers shall be used for single family dwelling purposes and shall not be rented. All homes, Trailers, campers sold on land contract must make legal property transfer of title to buyer and be recorded in the Putnam County Court House.

6. No new business or occupation shall be permitted. Established business not affected.

7. All lot owners shall conform and abide by the Rules and Regulations and the Restrictive Covenants of the Van Bibber Lake Property Owners Association, Inc.

a. Lot owners will be responsible for property/properties rented - if renter does not follow rules and covenants. No other property/properties can be rented after these 2002 Restrictive Covenants are approved and go into affect.

b. Properties sold on land-contract are also the responsibility of the property owner. (See #5 for guidelines of contract sales) This will be enforced by Van Bibber Lake Property Owners Association, Inc.

8. All lots, including landscaping and improvements thereon shall be maintained and kept clean at all times in a manner to meet the approval of the Van Bibber Lake Property Owners Association, Inc.

9. No private water or sewage system shall be permitted. All dwellings must connect and use the central water and sewage facilities as furnished.

10. a. Not more that one trailer shall be located and used as a residence on one lot.

     b. No trailer can be moved from one lot to another lot within the Van Bibber Lake park.

11. No trash burning or receptacles for such are allowed on any lot. Fines will be collected at the rates of $25 first offense, $50 second offense, etc. Campfires in pits are allowed unless
VBL Fire Department determines otherwise.

12. All mobile or camper homes brought onto any lot that accommodates such must be five (5) years or newer. These must be seen by Property Owner Board of Directors for approval. Adjoining property owners will be consulted for approval and with letters sent to adjoining owners not residing full time. The approval letter must be answered within two weeks. Such mobile homes must have vinyl siding and shingle roof.

13. Mobile homes in Sections 1, 2, 3, 4, 5, and 6 shall comply with the Indiana Manufactured Housing Code and shall carry a seal if built after Oct 1, 1987. An incoming mobile home—single wide or double wide—must be placed on a block foundation. The mobile home shall meet the State of Indiana tie-down standards. The mobile homes with skirting already set shall meet the State of Indiana tie-down standards.

14. No noxious, or unlawful, or otherwise offensive activities shall be carried out on any lot in all sections, nor shall anything be done thereon which may be or may be come an annoyance or nuisance to the neighborhood. Realtor for sale signs may be placed on properties by request of owner.

15. No fence shall be erected on or along any lot line, nor on any lot, the purpose of which it 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. The Van Bibber Lake Property Owner Association Inc., shall have the exclusive jurisdiction in determining whether or not any erected fence is a violation.

16. No storage structure of any kind, room additions, decks, roof over units shall be erected upon any lot unless approval is first obtained from Van Bibber Lake Property Owners Association, Inc. A building permit from the county planning commission is also required.

17. All dogs must have paid tax tags, up to date proof of rabies tags / veterinarian certificate. Dogs must be kept in fenced area or on chains when outside. Dogs must be walked on a leash. No breeding or boarding kennels. Limit of 3 dogs per property owner. Dog owner must carry a bag to clean
up after the dog when walking it.

18. If the parties hereto, or any of them, the heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provision, or conditions herein, it shall be lawful for any other person owning real estate situated in this section 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 defend him/her or them from doing so, or to recover damage or other dues for such violation.

19. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until Nov. 1, 2012, at which time said covenants shall be automatically extended for successive periods for ten (10) years unless by a vote of a majority of the owners of lots in this plat it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the Van Bibber Lake Property Owners Association, Inc., its successor or assigns.

20. Invalidation or any of the foregoing covenants, provision, restrictions, or other conditions by judgment or court order shall in no way affect any of the other provision, which shall remain in full force and effect.

Board of Directors of the
Van Bibber Lake Property Owners
Association.

THIS INSTRUMENT PREPARED BY THE VAN BIBBER LAKE PROPERTY OWNERS ASSOCIATION, INC. Voted Approval by General Meeting of the
Property Owners Members 9/7/2002

Dated this 2nd day of Oct 2002

Board of Directors of Van Bibber Lake
Property Owners Association, Inc. 2002

Board of Directors
Luther Spears, Section 4  Luther Spears (President)
Don White, Section 3  [Signature]
Penny Henry, Section 5  [Signature]
Barry Blaugh, Section 1  [Signature]
Jaime Spears, Section 1  [Signature]
Jim Kimberlin, Section 2  [Signature]

[Stamp]

Witness by: Luther Spears

[Stamp]
VanBibber Lake Property Owners Association, Inc.

2005 Restrictive Covenants
Amended 1992

The following amended restrictive covenants do hereby replace all previous restrictive covenants. These restrictive covenants are to be enforced by the VanBibber Lake Property Owners Association Board of Directors upon approval of the membership of the VanBibber Lake Property Owners Association, Inc.

These restrictive covenants apply to all lands within the VanBibber Lake Community as shown on the plat books at the Putnam County Recorders Office. This includes but not limited to lands owned by its members, lands owned by outside concerns or lands owned by the association and or conservancies serving this community.

All lands within the VanBibber Lake Community are subject to all requirements of the Putnam County Zoning and Planning Commission along with the following:

1. All easements for utilities and drainage as shown on recorded plat are hereby reserved for maintenance and repair. No structure may be built upon said easements without first obtaining permission from the Utility Board of Directors and Putnam County Planning Commission and the VanBibber Lake Property Owner’s Association, Inc. Board of Directors. The cost of any relocation of utilities may be borne by the property owner. Proper relocation of any utility must be determined and approved by said utility.

2. Set-back lines for the location of any structure are established on recorded plats. If a single structure is to be constructed or placed across the adjoining property lines, permission must first be obtained from the appropriate utility and VanBibber Lake Property Owners Association, Inc. in writing. A building permit must be obtained from the Putnam County Planning Commission.

3. All properties shall be used for single-family dwelling purposes only. No more than one single-family dwelling may be constructed or placed on any single property. Businesses may not be operated on properties within the boundaries of the VanBibber Lake Community without written approval of the VanBibber Lake Property Owners Association, Inc. Board of Directors and the Putnam County Zoning and Planning Commission.

4. All properties must connect and use the central water and sewage facilities if furnished.

5. All property owners shall conform and abide by the Restrictive Covenants, By-Laws and Rules and Regulations of the VanBibber Lake Property Owners Association, Inc. Property owners who sell on contract are to inform the VanBibber Lake Property Owners Association, Inc. Board of Directors in writing and provide a copy of any contractual agreements. All such contracts are subject to approval in accordance with the Rules and Regulations. All contract buyers are subject to the Restrictive Covenants, By-Laws and Community Rules and Regulations of the VanBibber Lake Property Owners Association, Inc. Property owner is responsible for any late association dues, fines or violations of the contract by the person(s) who fail to abide by the requirements or break contractual agreement with the property owner.
6. All properties shall be bound by the VanBibber Lake Community Rules and Regulations as prescribed by the VanBibber Lake Property Owners Association, Inc. Board of Directors including but not limited to:

A. All properties, including landscaping, mowing and improvements thereon shall be maintained and kept clean at all times in a manner that meets the approval of the VanBibber Lake Property Owners Association, Inc.

B. Trash burning is prohibited. Campfires in an contained area are acceptable unless otherwise determined by the Little Walnut Creek Fire protection District.

C. No noxious, or unlawful, or otherwise offensive activities or behavior shall be carried on or any property, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. Property owners are responsible for any visitors behavior and any fines levied against a visitor while on their property or within the confines of the community.

D. All dogs must have paid up tax tags and current proof of rabies vaccination certificate. Dogs must be kept in fenced area or on a chain while outdoors. Dogs must be walked on a leash and cleaned up after. Dogs are not to be outdoors and barking excessively any time of day or night. Property owners whose dogs violate these rules shall be held accountable. No breeding or boarding kennels are permitted. A limit of no more than two (2) dogs per property is permitted. No dogs with known propensity for aggressive behavior shall be allowed.

E. No fence shall be erected on or along any property line, nor on any property, for which the purpose or result will be to obstruct reasonable vision, light or air. No fence shall run to the waters edge. Access to lake must be allowed to within 5 feet of the waters edge for public fishing. All fences must be kept in good repair. All fences are subject to written approval of the VanBibber Lake Property Owners Association, Inc. Board of Directors.

F. No storage structure of any kind may be erected or brought in and placed on property, or moved from one location to another without the written approval of the VanBibber Lake Property Owners Association, Inc. Board of Directors.

G. No construction of any type such as but not limited to, room additions, decks, garages, pole barns or roofs over units shall be erected upon any property without written approval of the VanBibber Lake Property Owners Association, Inc. Board of Directors and a building permit from the Putnam County Planning Commission.

H. No docks shall be constructed on the waterway without written approval of the VanBibber Lake Property Owners Association, Inc. and the VanBibber Lake Conservancy or Little Walnut Creek Conservancy which ever applies.

Fines may be levied for any violation of these Restrictive Covenants and Community Rules and Regulations and shall be set at a rate set forth in the Community Rules and Regulations and collected by the VanBibber Lake Property Owners Association, Inc. in accordance with the By-Laws. Any fines assessed shall become a lien upon owner’s property until paid in full.
7. All mobile, modular, trailer, or camper homes brought onto any property must be five (5) years or newer. No mobile, modular, trailer or camper can be moved from one property to another within the VanBibber Lake community that is older than five (5) years. Any exceptions to these requirements must be in the form of a written variance from the VanBibber Lake Property Owners Association, Inc. Board of Directors.

8. Stick built homes are permissible on any property within the VanBibber Lake Community with written permission from the VanBibber Property Owners Association, Inc. Board of Directors. They must comply with item 9 square footage (below) and all building codes requirements, have masonry foundation or basement and requires a building permit from the Putnam County Planning Commission.

9. All mobile, modular, trailer, camper or stick built homes are subject to the following requirements.

   A. All mobile, modular or trailer homes must comply with the Indiana Manufactured Housing Code and shall carry a seal if built after October 1, 1999. They must be placed on a masonry foundation and shall comply with the State of Indiana tie-down standards.

   B. All camper homes must be skirted and comply with the State of Indiana tie-down standards. Campers may not be moved in and out of the community.

   C. Square Footage Requirements exclusive of cabanas, porches, carports or attached garage:

      a. Sections 1 & 3 – Mobile, modular and trailer homes shall have living area of 980 square feet as a minimum. All homes must be at least 14 feet wide and no less than 70 feet long.

      b. Section 2 – Modular homes shall have living area of 1200 square feet as a minimum. All homes must be at least 24 feet wide and no less than 50 long.

      c. Sections 4, 5 & 6 – Mobile, modular and trailer homes shall have living area of 490 square feet as a minimum. All homes must be at least 14 feet wide and 35 feet long.

      d. Section 4, 5 & 6 – Camper homes square footage requirements are subject to approval by the VanBibber Lake Property Owners Association, Inc, Board of Directors.

      e. All Sections – All new mobile, modular, trailer, camper, or stick built homes are subject to approval by the VanBibber Lake Property Owners Association, Inc, Board of Directors and must fit within the aesthetics of the surrounding properties.

10. If the parties hereto, or any of them, hereto or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions, or conditions herein, it shall be lawful for Board of Directors or any other member owning real estate situated in this section to prosecute any proceedings at law at inequity against the person or persons violating or attempting to recover damage or other dues for such violation.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2015 at which time said covenants shall be automatically extended for successive periods for ten (10) years or unless by a vote of a majority of the membership in good standing of the VanBibber Lake Property Owners Association, Inc. or its successor or assigns.

12. Invalidation of any of the foregoing covenants, provisions, restrictions or other conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Board of Directors of the VanBibber Lake property Owners Association

THIS INSTRUMENT PREPARED BY:
VANBIBBER LAKE PROPERTY OWNERS ASSOCIATION, INC.

Voted and approved by the members of the VanBibber Property Owners Association, Inc.

Set forth exact vote of 242 (yes) 29 (no) 8 (No Opinion) 275 (total votes) 463 (total eligible) 52 (% of eligible passed)

This document is in effect the 25th day of June 2005.

VanBibber Lake Property Owners Association, Inc. Board of Directors

Toby Vandegrift – President
Connie England – Vice President
Dawn Fall – Section 1 Director
Budd Howe – Section 3 Director
Marie Kalen – Section 4 Director
Janet Fisher – Section 6 Director

Witness this day 8th of August 2005

INDIANA

Seal

Hazel R. Buie
535552
Exp. Sept. 21, 2012
1. No Travel Trailer may be larger than 8 x 35 feet.

2. Plans must be submitted to and approved by the Van Bibber Lake Property Owners Association, Inc., before cabins, porches, etc., can be erected.

3. All Travel Trailers shall be used only for camping and vacation purposes and no Travel Trailer may be rented without approval from Van Bibber Lake Property Owners Association, Inc.

4. No Business or occupation shall be permitted on any lot except those lots which are excluded hereunder.

5. No noxious or unlawful or otherwise offensive activities shall be carried out on any lot in this section, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood. No signs will be permitted on any trailer or any portion of these lots in this section except those which are hereby excluded.

6. All fences shall be kept in good repair and erected reasonably so as to the property and decorate the same without hindrance or obstruction to any other property. The Van Bibber Lake Property Owners Association, Inc., shall have exclusive jurisdiction in determining whether or not any erected fence is a violation.

7. All easements for utilities and drainage as shown on said plat are hereby reserved with a 2 1/2 foot distance from the center line of each easement for utilities and drainage and are hereby reserved for maintenance and repair. In the event any of the existing utilities will be relocated within a 5 foot easement of the respective property line.

8. All campsites, lots, and buildings and improvements thereon, shall be maintained and kept in a clean condition to meet the approval of the Van Bibber Lake Property Owners Association, Inc.

9. No private water or sewage system shall be permitted. All lots must connect and use the central water and sewage facilities as furnished.

10. Not more than one trailer shall be located on any one lot.

11. No storage structure of any kind shall be erected upon any lot unless approved first from Van Bibber Lake Property Owners Association, Inc.

12. All lot owners shall conform and abide by the rules and regulations of Van Bibber Lake Property Owners Association, Inc.

13. The premises hereinafter, or any of them, the heirs or assigns, shall violate or attempt to violate any of these covenants, restrictions, provisions, or conditions herein, it shall be lawful for any person owning any real estate situated against or near persons or persons violating or attempting to violate any such covenant, and either to deny him or them from doing so, or to recover damage or other costs for such violation.

14. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until November 1, 1992 at which time said covenants shall be automatically extended for successive periods of (10) years unless by a vote of a majority of the then owners of lots in this plat, it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby vested in the Van Bibber Lake Property Owners Association, Inc., its successors or assigns.

15. Invalidation of any of the foregoing covenants, provisions, restrictions, or other conditions by judgment or court order shall in no way affect the other provisions, which shall remain in full force and effect.

16. No full-time human occupancy of any structure shall be permitted.

IN WITNESS WHEREOF, the owner of the above-described section has hereunto caused its name to be subscribed by and through its duly authorized officers.

This Instrument Prepared By Virgil E. VanBibber

Vice, Van Bibber

Syble A. VanBibber
4. No Business or occupation shall be permitted on any lot except those lots which are excluded hereunder.

5. No noxious or unlawful or otherwise offensive activities shall be carried out on any lot in this section, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No signs will be permitted on any trailer or any portion of these lots in this section except those which are hereby excluded.

6. All fences shall be kept in good repair and erected reasonable so as to the property and decorate the same without hindrance or obstruction to any other property. The Van Bibber Lake Property Owners Association, Inc., shall have exclusive jurisdiction in determining whether or not any erected fence is a violation.

7. All easements for utilities and drainage as shown on said plat are hereby reserved with a 2 1/2 foot distance from the centerline of each easement for utilities and drainage and are hereby reserved for maintenance and repair. In the event any of the existing utilities will be relocated within a 5 foot easement of the respective property line.

8. All campfire lots, including landscaping and improvements thereon, shall be maintained and kept clean at all times in a manner to meet the approval of the Van Bibber Lake Property Owners Association, Inc.

9. No private water or sewage system shall be permitted. All lots must connect and use the central water and sewage facilities as furnished.

10. Not more than one water shall be located on any one lot.

11. No storage structure of any kind shall be erected on any lot unless approved first from Van Bibber Lake Property Owners Association, Inc.

12. All lot owners shall conform and abide by the rules and regulations of Van Bibber Lake Property Owners Association, Inc.

13. If any person, heirs, or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions, or conditions herein, it shall be lawful for any person owning any real estate situated against the person or persons violating or attempting to violate any such covenant, and either to enjoin him or them from doing so, or to recover such damages or other losses for such violation.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until November 1, 1992 at which time said covenants shall be automatically extended for successive periods of (10) years unless by a vote of a majority of the then owners of lots in this plat, it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the Van Bibber Lake Property Owners Association, Inc., its successors or assigns.

15. Invalidation of any of the foregoing covenants, provisions, restrictions, or other conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. No full-time human occupancy of any structure shall be permitted.

IN WITNESS WHEREOF, the owner of the above-described section has hereunto caused its name to be subscribed by and through its duly authorized officers.

VAN BIBBER LAKES, INC.

[Signatures]

[Signature]  [Signature]

President  Secretary-Treasurer

[Notarized Stamp]  [Notarized Stamp]

My Commission expires [Date]
1. All easements for utilities and drainage as shown on recorded plat are hereby reserved with a 2 1/2 foot distance from the centerline of each easement for utilities and drainage and are hereby reserved for maintenance and repair. In the event any of the existing utilities need to be relocated, then the utilities will be relocated within a 5 foot easement of the respective property line.

2. Set-back lines for the location of the home/trailer are established on recorded plans for Sections between which lines and the property line of the street, shall be erected or maintained no building or structure or location of the home/trailer closer than the set-back line.

3. A. Sections 1 and 3 mobile/modular homes shall have living area, exclusive of cabanas, porches, carports or attached garages, of 600 square feet as a minimum. All homes must be at least 12 feet wide and 50 feet in length.

B. Section 2 mobile/modular homes shall have living area, exclusive of cabanas, porches, carports or attached garages, of 1200 square feet as a minimum. All homes must be at least 24 feet wide and 50 feet in length.

C. Sections 4, 5, and 6 trailers or mobile homes shall have living area, exclusive of cabanas, porches, carports or attached garages, of 1008 square feet as a maximum. All trailers or homes are restricted to 28 feet in width and 36 feet in length.

4. No cabanas, porches, carports or garages may be attached to any mobile or modular home or trailer or any other structure shall not be erected on any lot unless plans are submitted and approval obtained from VanBibber Lake Property Owners' Association, Inc.

5. All homes/trailers shall be used for single family dwelling purposes and shall not be rented without the approval of VanBibber Lake Property Owners' Association, Inc. Lots in Section 2 shall be used only for residential purposes.

6. No business or occupation shall be permitted on any lot except those lots which are excluded hereunder.

7. All lot owners shall conform and abide by the rules and regulations of the VanBibber Lake Property Owners' Association, Inc.
8. All lots, including landscaping and improvements thereon shall be maintained and kept clean at all times in a manner to meet the approval of the VanBibber Lake Property Owners' Association, Inc.

9. No private water or sewage system shall be permitted. All lots must connect and use the central water and sewage facilities as furnished.

10. Not more than one trailer shall be located and used on any one lot.

11. No trash burning or receptacles for such are allowed on any lot.

12. No mobile home shall be brought onto any lot that accommodates such if such mobile home is five (5) years old or older without first getting approval from the VanBibber Lake Property Owners' Association, Inc.

13. Mobile homes in Sections 1, 2, and 3 shall comply with the Indiana Manufactured Housing Code and shall carry a seal if built after October 1, 1972. The home, if not on foundation block, shall be skirted with a non-decaying, non-corroding material extending at least six (6) inches into the ground or into impervious material within thirty (30) days of placement onto lot. The mobile home shall meet the State of Indiana tie-down standards.

14. No noxious, or unlawful, or otherwise offensive activities shall be carried out on any lot in this section, nor shall anything be done thereon which may be or may be come an annoyance or nuisance to the neighborhood. No signs will be permitted on any dwelling or any portion of these lots in this section except those which are hereby excluded.

15. No fence shall be erected on or along any 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. The VanBibber Lake Property Owners Association, Inc., shall have the exclusive jurisdiction in determining whether or not any erected fence is a violation.

16. No storage structure of any kind shall be erected upon any lot unless approval is first obtained from VanBibber Lake Property Owners Association, Inc.
17. If the parties hereto, or any of them, the heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provision, or conditions herein, it shall be lawful for any other person owning real estate situated in this section 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 defend him or them from doing so, or to recover damage or other dues for such violation.

18. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until Nov. 1, 2002, at which time said covenants shall be automatically extended for successive periods for ten (10) years unless by a vote of a majority of then owners of lots in this plat it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the VanBibber Lake Property Owners Association, Inc., its successors or assigns.

19. Invalidation of any of the foregoing covenants, provision, restrictions, or other conditions by judgement or court order shall in no way affect any of the other provision, which shall remain in full force and effect.

THIS INSTRUMENT PREPARED BY THE VANBIBBER LAKE PROPERTY OWNERS ASSOCIATION, INC.

Dated this 27th day of October 1992

[Signatures]

Board of Directors of VanBibber Lake Property Owners Association, Inc.

Reference:

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BOOK 93 PAGE 409

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