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AMENDED DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
AUGUSTA WOODS SUBDIVISION

WHEREAS, certain dedication, restrictions, limitations and covenants have been established for Augusta Woods Subdivision, a residential subdivision, in Madison Township, Morgan County, Indiana. The dedication being recorded in the Office of the Recorder of Morgan County Indiana at Deed Record 400, page 129.

WHEREAS, previous Covenants and Restrictions have been recorded at Deed Record 400, page 133; Deed Record 401, page 491; Deed Record 407, page 400; and Deed Record 422, page 897 all in the office of the Recorder of Morgan County Indiana.

WHEREAS, pursuant to the provisions of all of said previous Covenants and Restrictions, the Declarant and Developer, J & S Development Group, Inc., has reserved the right to change and modify said Covenants and Restrictions, such right is hereby exercised.

THAT, the following amended covenants, dedications, restrictions, conditions and provisions being for the mutual benefit of all lot owners, are hereby declared to run with the land and to be binding upon all current and future owners, heirs, successors and assigns of all lots as contained within August Woods Subdivision.

1. **LAND USE.** All lots within the subdivision shall be used for residential use only, limited to one single family dwelling per lot.
2. **STREET DEDICATION.** All areas shown and designated as streets are hereby dedicated to the public.
3. **BUILDING LOCATION.** No building shall be located on any lot nearer to front lot line, or nearer to the side street line than the set back lines set forth in the Augusta Woods Subdivision plat. For the purpose of the this covenant, steps, eaves, and open porches shall not

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be considered a part of the building. Provided, however, that this shall not be to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating additional building sites is prohibited, except by the Declarant.

For all lots which have lake frontage, the lot boundary ends at the water's edge. Waters' edge can fluctuate from season to season. The lake, that part which is owned by the Declarant will be deeded to the Augusta Woods Property Owners Association, Inc.

**4. BUILDING LINES AND SETBACK LINES.** There is a minimum 25 foot front building setback. Lake lots have a 50 foot front set back requirement. Side building lines are 5 feet on each side, which does not include any additional easements that may have been established on unique lots. The side building lines also prohibit driveways being built on any easement.

The lots in the subdivision are unique in physical design and character, even more so because of septic system requirements. The primary intent of building setback requirements is to provided an attractive community that all can appreciate. Home owners and their builders are required to adhere to this intent. Homes shall be aligned to provide an even and straight in appearance with other homes on their adjacent sides. Approval for location of improvements must be submitted to the Architectural Control Committee. Exceptions can be made to setback requirements due to uniqueness of the lot and/or undue hardship by said committee.

**5. BUILDING REQUIREMENTS.** All dwellings of one story appearance or "ranch" style homes must be no smaller than 1800 square feet of living area, not including garages, basements or porches. Any dwelling of 1 1/2 story appearance must have a minimum square footage of 2200 square feet of living area as previously defined. All dwellings must have not less than a two car attached garage. All plans are to be submitted to and be approved by the Architectural Control Committee prior to construction with the following additional limitations.

- a) Room pitch must be 8/12 with gable style or 6/12 with hip style.
- b) All dwellings must be not less than 80% brick exterior with wood, cedar or an approved Architectural Control Committee product. All wood, cedar, etc. products must be painted or stained. No vinyl or aluminum product may be used upon the exterior of the dwelling except for gutters, downspout, vents, windows and/or flashing.
- c) Exterior post lights must be installed, at the cost of the lot owner, no further than 20 feet from the entrance of the home. This post light must have a photocell that is maintained in an operational manner.
- d) All driveways must be concrete not less than 4 inches thick.
- e) No sidewalks are required in the subdivision.
- f) All construction must be completed with in one year of start, acts of God and unusual weather or destruction of work in progress excepted.
- g) All owners and their builder/contractors shall be responsible for and repair or restore any damage of any damage to sidewalks, streets, drainage area, field tile, utilities or other improvements, regardless the same was inadvertent or unavoidable.
- h) All owners and their builders/contractors shall be responsible for and maintain the job site in reasonable order, containing all trash and debris within the lot and have it properly

disposed of or removed.

i) All lot owners shall be responsible for finishing yard slopes, erosion control and decorative landscaping. All grades and slopes must not block the natural flow of surface water upon the land.

j) All gas or oil tanks are prohibited, except temporary gas tanks will be allowed until main gas lines are installed.

k) Satellite dishes are allowed, however must be located in the backyard in an inconspicuous place, subject to approval of the Architectural Control Committee.

6. **ADDITIONAL GARAGES.** One additional garage may be constructed with same roof pitch as the home. The front of the garage must be 100% brick and the sides must have at least three feet of brick installed. The garage must have the same brick, shingles and paint or stain as the home. This garage must not be larger than 32 feet by 40 feet and shall be subject to approval of the Architectural Control Committee.

7. **STORAGE BARNs.** One storage barn may be constructed on each lot. It must be located at the back of the lot and not obstruct lake lot owners view of the lake. Such storage barns must be no larger than 12 feet by 12 feet and no larger than one story, constructed of wood project painted or stained the same color and shingles as the dwelling.

8. **DOCKS.** Lot owners with homes on the lake may have a dock adjoining their property so long as it protrudes not more than six feet into the lake and is limited to twelve feet in width. All docks must be kept in a safe, clean condition and be kept in properly insured.

9. **BASEMENTS/CRAWL SPACES.** Basements and/or crawlspaces may be permitted within the subdivision so long as the bottom of the foundations is not in the Flood Zone and have been approved by the appropriate authority issuing the building permit for the structure. All basements must be of poured concrete. Both basements and crawlspaces shall have not less than one sump pump installed with a discharge to the drainage area. No concrete slabs will be allowed.

10. **GRADE/LANDSCAPING.** After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one inch per foot, for the first six feet outside the perimeter of the foundation, or as determined by the Architectural Control Committee.

11. **FENCES.** No fence, wall or continuous shrub planting, which would serve the purpose of a fence shall be erected until approval is obtained from the Architectural Control Committee as to type, location and height. No fence shall be placed on or along any lot or boundary that will obstruct reasonable vision, light, air or view. Only properly approved fences can be erected. Fence height for lake lots will not exceed 48 inches and 72 inches on all other lots. Fences shall be erected in the backyard only and shall be made of wood of decorative type.

12. **VACANT LOT MAINTENANCE.** Vacant lots shall be maintained per the

following terms: no trash shall be allowed to accumulate and grass growth must not exceed twelve inches in height.

**13. BUSINESSES.** No mercantile building, nor any manufacturing, wholesaling or retailing business shall operate in the subdivision. Home occupancy or office based business engaged in by permanent residential lot owners are allowed so long as the activities conform with the law and/or other governmental regulation. Business must not generate an increased amount of traffic or require additional parking spaces beyond that needed by the lot owners and their immediate families. No box truck/van, concrete truck, hauling vehicle, semi-truck or unsightly business vehicle is allowed to stay at the residence.

**14. VEHICLE PARKING.** No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles or similar vehicles shall be parked on any road, street, private drive or lot. No vehicle of any kind shall park on any street of the subdivision for more than 24 hours. All boats, campers, recreational vehicles, motorcycles or similar vehicles will be required to be parked in a garage.

**15. AUTO MECHANICS.** Except for minor or routine repair and maintenance of the owners's personal vehicles, no welding, painting, or other type of auto mechanics shall be done upon any lot.

**16. ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed a total of two cats, dogs or other household pets. The same shall not be kept, bred, or maintained for any commercial purposes. All animals shall be restricted to the owners' property unless the animal is on a leash accompanied by the lot owner. All animals kept in an outside shelter must be fenced with a concrete floor. This shelter must not be larger than 8 feet by 10 feet by 6 feet and placed in an inconspicuous place so as to not disturb surrounding lot owners. No animals shall be kept on chains outside upon any lot nor shall they be kept upon any lot by electric fencing.

**17. NUISANCE.** No noxious or offensive activity shall be done upon any lot, nor shall anything be done which is an annoyance or nuisance to the neighborhood or unlawful activity.

**18. STORAGE AND REFUSE DISPOSAL.** No outside storage of debris, unlicensed vehicles or boats shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerator or trash burning shall be allowed.

**19. MAILBOXES.** The owner or their contractor shall purchase and install a mailbox at the owner's expense.

**20. HOME OWNERS ASSOCIATION.** A not-for-profit home owners association has been established for the subdivision. Such home owners association will assume the financial responsibility of lighting and maintenance of the common areas, including but not limited to the lake, lake ramp, weed control and front entry to the subdivision. Until such time as all of the lots

in the subdivision are sold a representative of the Declarant shall be President of the Association. The acquisition and ownership of a lot within the subdivision a lot owner becomes a member of the Association. Each owner shall maintain membership in the Association in good standing and pay the annual charge assessed by the Association as provided in the By-laws of the Association. One assessment shall be made to each owner, regardless of the number of lots owned, except the Declarant shall be exempt from assessment by the Association. The assessment and obligation to pay the same shall be deemed to run with the land and the nonpayment of any charges, including legal fees and costs of collection shall become a lien upon the lot or lots in favor of the Association and shall be enforceable by the Association.

**21. SWIMMING POOLS AND ASSOCIATED STRUCTURES.** No swimming pools nor associated structures shall be erected or placed on any lot until construction plans, including plot plan has been approved by the Architectural Control Committee. Such pools may only be in ground pools and shall be properly fenced or have an automatic pool cover installed to protect the safety of others. One gazebo or pool accessory building ( not exceeding 250 square feet) will be permitted.

**22. TEMPORARY STRUCTURES.** No structures of a temporary charter including a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence or for any other purposes, except as allowed in these covenants. For purpose of this covenant structures needed and used by builders shall be allowed to remain during the building period.

**23. ARCHITECTURAL CONTROL COMMITTEE.** The purpose of this committee is to keep construction in conformance for the beauty of the subdivision. Such committees shall be composed of members of the Declarant and two signatures from the committee must be received for approval of all plans for any kind of construction. After 75% of the lots are sold the committee and its responsibilities shall be turned over to the homeowners association.

**24. UTILITY AND DRAINAGE EASEMENTS.** The utility and drainage easements as designated on the plat of the subdivision are reserved for the use of the public utility companies, governmental agencies and the lot owners. Drainage easements are created to provide positive drainage. No fences or structures may be place upon any easements nor may such easements be used to create water or drainage problems for neighbors. If there is a dispute, the same must be addressed to the Architectural Control Committee for resolution. Utility easements are created for the use of all public utility companies other than transportation companies for the installation and maintenance of mains, ducts, poles, lines and wires. If sewer becomes available in the future the easements may be utilized for that purpose. All lot owners must join into the sewer systems if it becomes available and a majority vote of the homeowners association is obtained.

**25. ENFORCEMENT.** The right to enforce these covenants by injunction or to seek damages for violation or other remedy is dedicated to the owner's of the lots herein, the declarant and the Architectural Control Committee. In the event that the enforcement petition is successful then in addition to any damage sustained, reasonable attorney fees and other costs of litigation

may be recovered.

26. AMENDMENT OR MODIFICATION. These restrictions and covenants shall remain in full force and effect until amended and/or modified. Amendment or modification may be had by a two-thirds of the lot owners agreeing to such change. The Declarant, so long as it owns any lot within the subdivision reserves the right to amend or modify these covenants and restrictions at any time. Invalidation of any covenant or restrictions herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation shall not cause forfeiture or reversion of title.

IN WITNESS WHEREOF, these Amended Covenants and Restrictions are signed this \_\_\_ day  
September, 2001

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Karen Summers

MORGAN CO RECORDER

J & S Development Group, Inc.

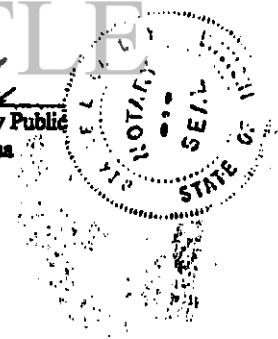
  
By Robert Lee Jones, Vice President

State of Indiana,  
County of Morgan,

Before me a Notary Public personally appeared Robert Lee Jones, Vice President of J & S Development Group, Inc., and acknowledged the execution of the foregoing this 17th day of ~~September~~, 2001:

May 12 2002

  
Dianne L. Kelly, Notary Public  
Residing in Morgan County Indiana



My Commission Expires: 2-18-07

This instrument prepared by Phillip R. Smith, Attorney at Law.

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Book 400 Page 117

The following is the declaratory statement of dedication, limitations, restrictions, and covenants for Augusta Woods Subdivision, a residential subdivision, lying in Madison Twp., Morgan County, IN.

**DEDICATION OF AUGUSTA WOODS SUBDIVISION-**

The undersigned, J & S Development Group, Inc., owner of the real estate known as Augusta Woods Subdivision does hereby state that it has planned and subdivided the same into lots, to be known as Augusta Woods Subdivision, and does now establish the following covenants, dedications, restrictions, conditions and provisions being for the mutual benefit of all lot owners, the same are hereby declared to run with the land and to be binding upon all future owners, heirs, and assigns.

**AUGUSTA WOODS SUBDIVISION COVENANTS AND RESTRICTIONS**

*RECORDED IN DEED RECORD BOOK 400 PAGE 129*

All purchasers, their heirs and assigns of lots in AUGUSTA WOODS SUBDIVISION, shall take title subject to the following covenants and restrictions and shall be bound thereby.

1. **LAND USE**- All lots herein are for residential use only, limited to single family dwelling per lot.
2. **STREET DEDICATION**- All areas shown and designated as streets are hereby dedicated to the public. After the streets have been paved, the developer will petition the Morgan County Commissioners to accept and declare these dedicated roads as County Roads.
3. **BUILDING LOCATION**- No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines set forth in the AUGUSTA WOODS SUBDIVISION plat. For the purpose of the covenant, steps, eaves, and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of any building on any lot to be encroached upon any other lot, unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating additional building sites is prohibited, unless, with the exception of J & S Development Group, Inc. doing so for plat changes.
  - a.) All lots with lake frontage, the lots boundary ends at the water's edge. Water's Edge can fluctuate from season to season. The lake, that part which is owned by J & S Development Group, Inc. will be devoted to the Augusta Woods Lake Association.
4. **BUILDING REQUIREMENTS**- All dwellings of 1-Story appearance or "Ranch" Style home must be no smaller than 1700 sq. ft. of living area, not including garages, basements, or porches. Any dwelling of an 1 1/2-2 Story appearance must be no smaller than 2000 sq. ft. of living area. This not including garages, basements, or porches. All dwellings must have at least a 2-car attached garage. All plans must be approved by the Architectural Control Committee.
  - a.) Roof pitch must be 8/12 w/ gable style or 6/12 with hip roof style.
  - b.) All dwellings must be 80% brick exterior with wood, cedar, or an approved Architectural Control Committee product. All wood, cedar etc. products must be painted or stained. No vinyl or Aluminum product is allowed in any capacity.
  - c.) Post light must be installed, at the cost of the lot owner, no further than 20' from the entrance of the home. This post light must have a photo-cell that is maintained in an operational manner.
  - d.) All driveways must be concrete four (4) inches thick.
  - e.) All lots must install, at lot owners expense, five (5) foot sidewalks at the front of their lot, beginning at the end of the Utility and drainage easements. All sidewalks must be installed within 1 year of purchasing lot regardless of vacant lot or lot that has home on it.
  - f.) All construction must be completed within 1-year of start. Acts of God and unusual weather or destruction of work in progress excepting.
  - g.) All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, weather or not inadvertent or unavoidable, including and not limited to sidewalks, streets, drainage area, field tile, utilities and other improvements.
  - h.) All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, orderly manner containing all trash and debris within the lot and have it properly disposed of or removed.
  - i.) All lot owners will be responsible for the finishing yard slopes, erosion control, and decorative landscaping. All grades and slopes must not block the natural flow of the land.
  - m.) All gas and oil tanks are prohibited.
5. **ADDITIONAL GARAGES**- One additional garage may be constructed with the same roof pitch as the home. The front of the garage must be 100% brick and the sides must have at least 3' of brick installed. The garage must have the same brick, shingles, and paint or stain as the home. This garage must not be bigger than 32' X 40'. All plans must be approved by the Architectural Control Committee.



6. **STORAGE BARN**-One storage barn may be constructed on lot. It must be located at the back of lot. All storage barns must be no larger than 12' X 12' and must not be bigger than 1 story tall. It must be of a wood product painted or stained the same color as home; it also must have the same shingles.
7. **DOCKS**-Lot Owners with homes on the Lake may have a dock adjoining their property so long as it is not longer than 12' X 6'. There can be exceptions made and deviations if approved by the Architectural Control Committee. All docks must be kept in a safe clean condition. All lot owners are responsible for having their docks and homes properly insured.
8. **BASEMENTS CRAWLSPACES**- Basements and or crawlspaces may be permitted this subdivision as long as bottom of foundations are not in Flood Zone and has been approved by the County or Town of Mooreville. All basements must be poured concrete, and have at least 1 sump pump installed with a discharge to the drainage area. All crawlspaces must have a sump pump installed with discharge going to the drainage area. No concrete slabs will be allowed.
9. **GRADE LANDSCAPING**-After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation, or as determined by the Architectural Control Committee.
10. **FENCES**-No fence, wall or continuous shrub planting, which would in any way serve the purpose of a fence, shall be created until approval is obtained from the Architectural Control Committee as to type, location, and height. No fence shall be placed on or along any lot or boundary that will obstruct reasonable vision, light, air, or view. No fence shall be erected closer than the front of the dwelling structure except for open wood fences of a decorative type, not exceeding 48 inches in height, provided such fence has been approved by the Architectural Control Committee.
11. **VACANT LOT MAINTENANCE**-Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate and grass growth must not exceed (12) inches in height.
12. **BUSINESSES**-No mercantile building shall exist, nor shall any manufacturing, wholesaling, retailing business operate in this subdivision. Home-occupancy or office based business engaged in by permanent residence lot owners are allowed so long as the activities conform with the laws, county ordinances and other governmental regulations. Business must not generate an increasing amount of traffic or require additional parking spaces beyond that needed by lot owners and immediate families. No Box truck, van, concrete truck, hauling vehicle, semi-truck, or unsightly business vehicle be allowed to stay at residence.
13. **VEHICLE PARKING**-No UNLICENSED or INOPERATIVE vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles or similar vehicles shall be parked on any road, street, private drive, or lot. No vehicle of any kind shall park on any street in this subdivision for more than 24 hours. All boats, campers, recreational vehicles, motorcycles or similar vehicles are required to be parked in garage.
14. **AUTO MECHANICS**-Except for minor or routine repair and maintenance of the owner's personal vehicles, no welding, painting or other type of auto mechanics shall be done on premises.
15. **ANIMALS**-No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that each lot shall be allowed (2) total of dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred, or maintained for any commercial purposes. All animals shall be restricted to owners' property unless the animal is on a leash accompanied by the lot owner. All animals kept in an outside shelter must be fenced in with a concrete floor. This shelter must not be larger than 8' X 10' X 6' and placed in an inconspicuous place not to disturb surrounding lot owners.
16. **NUISANCE**-No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may or may become annoyance or nuisance to the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
17. **STORAGE AND REFUSE DISPOSAL**-No outside storage of debris and unlicensed or inoperative vehicles or boats shall be permitted. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerator or trash burning shall be allowed.
18. **MAILBOXES**-The owner or his contractor shall purchase and install said mailbox at the owner's expense. Until streets are given to the County a mailbox holder will be installed at the front of the addition at the developer's cost.
19. **LAKE MAINTENANCE**-The lake shall be maintained by the Augusta Woods Home Owner's Association. Lake rules and rules are yet to be determined. J & S Development Group, Inc. hold the right to enter into a contract with the Lake Home Owner's Association for the purpose of Lake and Common Ground maintenance. The lake itself, along with Misc. Tracts will also be deeded to the Augusta Woods Homeowner's Association.
20. **A HOME OWNERS ASSOCIATION**-A Home Owner's Association will be established once 50% of the lots are sold. At this time, the Home Owner's Association will assume financial responsibility of the lighting costs and common area maintenance. Until all lots are sold a representative of J & S Development Group, Inc. shall be President of said Association.
21. **SWIMMING POOLS and/or ASSOCIATED STRUCTURE**-No swimming pools nor associated structures shall be erected or placed on any lot until construction plans, including plot plan, have been approved by the Architectural Control Committee. Only inground pools may be constructed on any lot in the subdivision. Swimming pools shall be properly fenced, or shall have an automatic pool cover installed to protect the safety of others. One (1) gazebo or one (1) pool accessory building (not exceeding 250 sq. ft.) will be permitted upon approval of Architectural Control Committee.

22. TEMPORARY STRUCTURES No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence or for any other purposes either temporarily or permanently. For the purpose of this covenant structures needed and used by builders shall be allowed to remain during the building period.

23. ARCHITECTURAL CONTROL COMMITTEE-The purpose of this committee is to keep construction conformant for the beauty of the subdivision. It is composed of members of J & S Development Group, Inc. Two signatures from the officers must be received for approval of all plans of any kind of construction. After 75% of lots are sold the Architectural Control Committee will be turned over to the Association for approvals.

24. UTILITY AND DRAINAGE EASEMENTS- These strips of ground are designated on the plat for AUGUSTA WOODS SUBDIVISION. Such strips are reserved for the use of public utility companies and governmental agencies and the lot owners. Drainage easements are to create to provide positive drainage. No fences or structures may be placed in an drainage easement. Drainage easements are not to be used to create water drainage problems for neighbors. If there is a dispute in this matter it must be addressed with the Architectural Control Committee or the Home Owner's Assoc, whichever is in existence. Utility easements are created for the use of all public utility companies other than transportation companies for the installation and maintenance of mains, ducts, poles, lines, and wires. If sewer becomes available in the future this easement may be utilized for that purpose. All lot owners must join into the sewer system at the subdivisions cost if it becomes available.

25. ENFORCEMENT- The right to enforce these covenants by injunction or to seek damages for violation or other remedy is dedicated to the owner's of the lots herein, the developer and the Architectural Control Committee. The restrictions shall remain in force for twenty (20) years from the date this plat is recorded, at which time such covenants shall automatically extend for successive periods of five (5) years unless otherwise agreed by a majority of lot owners. Violation of a covenant or restriction shall not cause forfeiture or reversion of title. J & S Development Group, Inc. reserve the right to change the restrictions and covenants of Augusta Woods Subdivision at any time and at our discretion.

In WITNESS WHEREOF, This document is signed the 12<sup>th</sup> day of August, 1997.

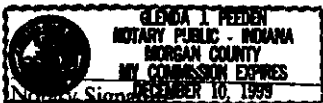
Pam Sterrett

Representative of J & S Development Group, Pam Sterrett, Vice-President

STATE OF INDIANA  
COUNTY OF MORGAN

Before me, the undersigned notary public in and for the said state and county, personally appeared Pam Sterrett and acknowledged execution of the Pam Sterrett, Vice-Pres. of J& S Development Group, Inc. above foregoing document this 12<sup>th</sup> day of August, 1997.

Glenda J. Peeden  
Notary Printed Name



My commission expires \_\_\_\_\_  
County of Residence \_\_\_\_\_

This document prepared by Pamela Sterrett.

RECEIVED FOR RECORD  
August 12 1997  
at 3:40 P.M.  
Jickie Kivett  
MORGAN COUNTY RECORDER