

9/10/07
RCC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOX RUN SUBDIVISION

THIS DECLARATION (hereinafter called "the Declaration" or "this Declaration") made this 9 day of Sept, 1993, by C & S DEVELOPMENT, INC. (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate in Madison County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarant is in the process of creating on the Real Estate a residential community with public streets, common facilities and landscaped areas, for the benefit of such residential community to be known as FOX RUN SUBDIVISION; and

WHEREAS, Declarant desires to subdivide and develop the Real Estate hereafter intended to be recorded by Declarant; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and the common facilities (if any) therein contained, and to this end, Declarant desires to subject the Real Estate and each owner of all or part thereof to the terms of this Declaration, as hereinafter provided; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the

9401459

powers of owning, maintaining and administering the common facilities (if any) located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, performing certain maintenance, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name Fox Run Homeowner's Association, Inc., or a similar name, as such agency for the purpose of exercising such functions;

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein, and which shall run with the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate, their heirs, successors and assigns.

9401459

or to be constructed thereon, and (ii) such portions of the Real Estate (if any) as are hereinafter declared to be "Common Area" by an instrument executed and recorded by Declarant, whether or not such areas comprise part or all of a lot or lots shown upon any recorded subdivision plat of the Real Estate.

E. "Declarant" shall mean C & S DEVELOPMENT, INC. and any successors and assigns of who it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of (or by acceptance of a deed in lieu of foreclosure of), a mortgage executed by Declarant; provided, however, that any such mortgagee so acquiring title by virtue of foreclosure against (or acceptance of a deed in lieu of foreclosure from) the Declarant shall not be deemed to have assumed any prior obligations or liabilities of the Declarant hereunder.

F. "Initial Plat" shall mean the subdivision plat(s) of the Real Estate.

G. "Living Unit" shall mean a residential housing unit designed or intended for use as living quarters for one family or housekeeping unit. For the purpose of determining membership in the Association, each Living Unit as initially constructed on a Lot by Declarant or others shall be considered as a separate and individual unit.

H. "Lot" shall mean and refer to any and each plot of land included in the Real Estate (with the exception of Common Area)

designed and intended for use as a building site for a Living Unit, and identified as a lot on any recorded subdivision plat of the Real Estate or any part thereof (including the Initial Plat).

I. "Member" shall mean any person or entity holding membership in the Association as provided in the By-Laws of the Association.

J. "Real Estate" shall mean the parcel or parcels of real estate in Madison County, Indiana, described in Exhibit "A" attached to and incorporated in this Declaration.

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

L. "Person", whether appearing in upper case or lower case form, shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

M. The parts of the Real Estate designated on any Plat(s) as Utility Easement; Utility and Drainage Easement; Landscape Easement; Drainage Easement; and Public Streets are reserved for those purposes and those purposes described in the covenants and restrictions recorded in conjunction with any Plat(s).

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II**PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred, sold, conveyed and occupied subject to all the terms, covenants, conditions, restrictions and provisions of this Declaration. As of the date of execution of this Declaration, the Real Estate consists solely of the Real Estate. The owner of any Lot at any time subject to this Declaration, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed, execute such contract and undertake such occupancy subject to all of the terms, covenants, conditions, restrictions and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking such occupancy, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to or under this Declaration, and, for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Association, and the Owners and subsequent Owners of each of the Lots affected by this Declaration, to keep, observe, perform and comply with the terms and provisions of this Declaration.

ARTICLE III**PROPERTY RIGHTS****Section 1. General Provisions.**

A. All easements described in this Declaration are permanent easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owners and the Mortgagee from time to time of any Lots and the owner and mortgagee, if any, from time to time of the Common Area, and their respective heirs, successors, personal representatives or assigns.

B. The covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for an initial term commencing on the date this Declaration is recorded and ending January 1, 2013, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each, as the same may be amended or modified as herein permitted and provided.

Section 2. Right of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, limited, however, to and for the uses and purposes for which any portion of the Common Area is designed and intended, which right and easement shall include, but not be limited to, use and enjoyment of open spaces and all other parts of the Common Area. Such 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 pass reasonable rules, with respect to the Common Area, for the health, comfort, safety and welfare of persons using the same;

B. The right of the Association to suspend the voting rights and right to the use of recreational facilities, if any, situated upon the Common Area (but not rights of access to Lots) by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

C. The right of the Association to levy assessments as provided in this Declaration, and;

D. The rights of the Association and Declarant reserved elsewhere in this Declaration.

Section 3. Declaration of Enjoyment. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas to residents of his Lots, including the members of his family, his tenants, or contract purchasers.

Section 4. Association's Rights and Obligations.

A. The Association shall have the obligation to manage, repair, maintain, improve and operate the Common Area.

B. The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection 4.A. next hereinabove, provided that the rights of

9401459

such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this Declaration.

The Association shall have the right to dedicate, or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities and other purposes necessary or useful for the proper maintenance or operation of the project.

D. The Real Estate shall be subject to easements of record on the date the various portions thereof become subject to this Declaration, and to any easements in the Common Area which may at any time be granted by Declarant or the Association to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lots or the Common Area.

Section 5. Declarant's Rights. Declarant shall have the same rights as any other Owner as to Lots owned by it from time to time, except as otherwise specified herein. In addition, until the last numbered parcel of land shown upon, and identified as a lot on any recorded plat(s) of the Real Estate (whether heretofore or hereafter recorded, including the Initial plat) is conveyed to an Owner other than Declarant, or until the Applicable Date (whichever event shall first occur), Declarant shall have the right and easement over the Common Area for the completion of improvements and making repairs to improvements (whether on the Common Area, or upon unsold Lots, or upon other

9401459

portions of the Real Estate and the right to maintain and use facilities (including, but not limited to, model Living Units) and signs upon the Common Area and any other portions of the Real Estate (other than Lots owned by an Owner other than Declarant) for the purpose of marketing units, and to invite and escort the public thereon for such purpose.

Section 6. Non-Dedication to Public Uses. Nothing contained in this Declaration or in any subdivision plat of any part of the Real Estate shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to the public or to or for any public use or purpose whatsoever, all of such Common Areas being reserved to the Owners and the Association as provided in this Declaration, but subject, however, to the rights of the Association and the Declarant to thereafter dedicate portions of such Common Area to the public or to or for public uses or purposes but only to the extent, and on all of the conditions, set forth in this Declaration.

Section 7. Title to Common Area. Declarant hereby covenants that it shall convey and transfer the Common Area included in and constituting a part of the Real Estate (if any) to the Association prior to the first conveyance of a Lot within the Real Estate to an Owner other than Declarant. Each such portion of the Common Area so conveyed by Declarant to the Association shall, at the time of such conveyance, be subject to any dedicated or public street or road rights-of-way affecting the same and all easements, covenants, conditions, limitations and restrictions then on record, but shall be free and clear of

all liens and financial encumbrances other than the lien of the then current non-delinquent installment of real estate taxes and assessments and subsequent installments thereof, which shall thereafter be paid when due by the Association.

ARTICLE IV

ASSESSMENTS

Section 1. Personal Obligations. Each Owner of a Lot by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments, for the payment or provision of all expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and all other expenses incurred or to be incurred by the Association for or in connection with the performance by the Association of its duties, obligations and responsibilities under this Declaration, which expenses may include, but shall not be limited to, the expenses and costs of hazard and liability insurance for Common Areas and any other common property; snow removal, trash removal, sewer charges and water charges (if payable by the Association); street lighting (if provided by the Association); and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area and any other property that must be maintained, repaired or replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements.

such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with interest, costs and reasonable attorney's fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in advance in twelve equal monthly installments on the first day of each and every month or, if so determined by the Association, in such other periodic installments as may be specified by the Associations. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date of said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the office of the Recorder of Madison County, Indiana. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his Lot or Living Unit. The following issues dealing with assessments may be found in the Association's By-Laws: (a) Purposes; (b) Special Assessments; (c) Notice and Quorum; (d) Rates; (e) Commencement; (f) Proof of Payment; (g) Liens; and (h) Declarant's assessments.

9401459

Section 2. Annual Assessments. Until January 1, 1995, the maximum annual assessment shall be at the monthly rate of Ten Dollars (\$10.00) per Lot.

A. From and after January 1, 1995, the maximum annual assessments may be increased each year not more than 10% above the maximum assessments permitted for the previous year, on a cumulative basis, without a vote of membership.

B. From and after January 1, 1995, the maximum annual assessments may be increased by more than 10% above the maximum assessments permitted for the previous year by a vote of two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy, at a meeting called for this purpose.

C. The Board of Directors may fix the annual assessments at any amount not in excess of the maximum permitted hereby.

ARTICLE V

ARCHITECTURAL CONTROLS

Section 1. Architectural Control Committee Authority. No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Real Estate, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the Living Units and other buildings and improvements on the Real Estate, until the written plans and specifications showing in reasonable detail the nature, kind, shape, height, materials (including color), location and approximate cost of same shall

have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings in the Real Estate by an Architectural Committee composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to it, or if no suit to enjoin the making of such additions, alterations or changes or to force the cessation thereof has been commenced within sixty (60) days of such submission, such approval will be deemed to have been given. If no such submission has been made to the Architectural Committee, suit to enjoin or force the removal of such additions, alterations or changes may be instituted at any time by the Association or any Owner. During the time which the Association has a Class B member, the decisions of the Architectural Committee must have the written approval of the Declarant. The approvals of the Architectural Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters required to be obtained from any other persons or governmental agencies pursuant to the terms of the Initial Plat, or any other plat or otherwise.

Section 2. Restoration in Accordance with Original Plans.

Any restoration or repair of the Common Area or exterior of Living Units, after a partial condemnation or damage due to fire or other casualty, shall be performed substantially in accordance

conducted, maintained or permitted on any part of the Common Area, nor shall any "for sale" or "for rent" signs or any window display advertising be maintained or permitted on any part thereof, except that Declarant reserves the right for itself or its agents to maintain model Living Units, business and sales offices, storage areas and construction offices on the Common Area during the construction and sales period until the last Lot existing as part of the Real Estate on the Applicable Date is conveyed to an Owners other than Declarant, and to place "for sale, "for rent" or any other signs on any part of the Common Area and to use any part of the Common Area for sale or display purposes during such period.

Section 3. Obstruction. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except construction materials and equipment during the construction period or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 4. Prohibition of Damage and Certain Activities. Nothing shall be done or keep on any Lot or in any Living unit or on or in any Common Area or any part thereof which would increase the rate of insurance on the Real Estate or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in any Living Unit or on or in any

Common Area or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Real Estate and buildings thereon shall be committed by any Owners or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees or tenants, to the Association and other Owners. No noxious, destructive or offensive activity shall be allowed in any Living Units, or any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Real Estate.

Section 5. No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area, or on a Lot so as to be visible from outside the Lot or the Common Area. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials.

Section 6. Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or on the Common Area or any part thereof, except that household pets may be kept on Lots, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes; provided,

further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Real Estate subject to these restrictions upon three days' written notice from the Board, and provided further, that upon written request of 25% of the voting power of the Association, the Board of Directors shall have the authority to, and shall order the removal of, any pet.

Section 7. Prohibited Structures. No structure of a temporary character, trailer, boat, camper-bus, tent, or shack shall be maintained on any Lot outside of a garage or other approved structure, nor shall any garage or other building except a Living Unit be used on any Lot at any time as a residence or sleeping quarters, either temporarily or permanently.

Section 8. Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed unless screened from view by enclosures so as to be effectively screened from view outside the lot upon which the same are located. The design of such screened enclosure must be approved by the Association in accordance with the architectural control provisions hereof. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash

and garbage shall be regularly collected and may be kept outside only if in sanitary containers which are so screened.

Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini-bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles (including station wagons and small trucks such as pickups and vans) shall at any time be stored or parked on any Lot outside of a garage, or on any street within the Real Estate, or on any part of the Common Area and Restricted Common Area, either permanently or temporarily.

Section 9. Signs. No signs or any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve, of street addresses and names of occupants) shall be displayed to the public view on any Lot or Common Area, except that a "For Sale" or "For Lease" sign may be displayed on a Lot which is being offered for sale or lease provided that it is in such form, style and location as the Board may require, and except that Declarant shall be permitted to erect and maintain upon the Real Estate such signs as it deems appropriate to advertise the development during the construction and sale periods.

Section 10. Antennae. Except with the prior written approval and the authorization of the Board, no exterior television or radio antennae of any sort shall be placed, allowed

or maintained upon any portion of the improvements or structures to be located upon the Real Estate, or on the Real Estate itself.

Section 11. Rentals. Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No Living Unit or Lot may be leased for a period of less than 90 days. Other than the foregoing, there shall be no restrictions on the right of any Owner to lease his Living Unit.

Section 12. Rules and Regulations. The Board may adopt, and may amend, modify, rescind and cancel, such other rules and regulations from time to time governing the use and enjoyment of the Real Estate, including the Common Area, as the Board in its sole discretion deems appropriate or necessary.

Section 13. Accessory Outbuilding Prohibited. No accessory outbuildings shall be erected on any Lot or Lots without the prior written approval of the Committee.

Section 14. Occupancy or Residential Use of Partially Completed Living Unit Prohibited. No Living Unit shall be occupied or used for residential purposes of human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the Living Unit shall have been substantially completed

in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

Section 15. Other Restrictions. The Real Estate shall be subject to the easements, restrictions and limitations on record, and to all governmental zoning authority and regulations affecting the Real Estate, all of which are incorporated herein by reference.

Section 16. Right to Perform Certain Maintenance. In the event that the Owner of any Lot in the Real Estate shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of this Declaration, Declarant or Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements thereon, if any, conform to the requirements of this Declaration. The cost therefore to Declarant shall be collected in a reasonable manner from Owner. Declarant or its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the Applicable Date, the Association shall succeed to and be vested with the rights of the Declarant and provided for in this Section 16.

Section 17. Development and Sale Period. Nothing contained in this Article shall be construed or interpreted to restrict the activities of Declarant in connection with the development of the Real Estate and sale of Lots. Declarant shall be entitled to engage in such activities and to construct, install, erect and

maintain such facilities, upon any portion of the Real Estate at any time owned or leased by Declarant, as in the sole opinion of Declarant may be reasonably required, or convenient or incidental to, the development of the Real Estate and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

ARTICLE VII

INSURANCE

Section 1. Owners' Individual Policies. Each Owner should carry, and shall be responsible for carrying, insurance for his own benefit insuring his personal liability, his Lot, his Living Unit, and other personal property, and fixtures, furniture, furnishings, and other personal property, and fixtures and other property supplied or installed by him or a previous Owner or tenant.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants, and failure by the Association or by any Owner

to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any persons violating the terms contained herein.

Section 2. Severability. Invalidation of any one or more of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Notices. Any notice require to be sent to any Member of the Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing.

Section 4. Captions. The Article and Section headings herein are intended for convenience of reference only and shall not be given any substantive effect.

Section 5. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern.

ARTICLE IX

AMENDMENT

Except as hereinafter provided, this Declaration may be amended by an instrument signed by not less than seventy-five (75%) of the Owners.

The foregoing notwithstanding, none of the rights or duties of Declarant or Developer reserved or set out hereunder may be amended or changed without Declarant's prior written approval as the case may be so long as Declarant owns a Lot or Lots. The foregoing notwithstanding, this Declaration may also be amended by Declarant at any time prior to the Applicable Date, if it has an ownership interest in the property.

IN WITNESS WHEREOF, C & S DEVELOPMENT, INC., has caused this

document to be executed this 9 day of Sept., 1993.

RECEIVED FOR RECORD
SEP 21 8 45 AM '93

DECLARANT:
C & S DEVELOPMENT, INC.

BY: [Signature]

BY: [Signature]

STATE OF INDIANA
SS:
COUNTY OF Madison

Before me, a Notary Public in and for said County and State, personally appeared Bruce P. Stanley & Harley D. Campbell and acknowledged the execution of the foregoing.

WITNESS my hand and Notary Seal this 9th day of Sept. Sec., 1993.

[Signature]
Notary Public

My Commission Expires:

11-16-93

[Signature]
Printed

Residing In Madison County

9401459