

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS
OF THE PLAT OF WHISPERING HILLS, A SUBDIVISION
IN CLEVELAND TOWNSHIP, WHITLEY COUNTY, INDIANA**

Whispering Hills, LLC, an Indiana limited liability company, by Scott E. Darley, member, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted subdivision shall be known and designated as Whispering Hills, a Subdivision in Cleveland Township, Whitley County, Indiana.

The lots are numbered from 1 to 48 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

Section 1. **DEFINITIONS.** The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

1.1 "**Committee**". The Architectural Control Committee established under section 5 of the Covenants.

1.2 "**Covenants**". This document and the restrictions, limitations and covenants imposed under it.

1.3 "**Developer**". Whispering Hills, LLC, an Indiana limited liability corporation, and each successor in interest if:

1.3.1 Such successors and assigns acquire or hold title to any part or all of the Real Estate; and

1.3.2 Are expressly named as successor developer in a document executed by the person or entity then constituting the developer and any successor developers, and recorded with the Whitley County Recorder.

1.4 "**Improvements**". Any building, fence, wall, in-ground swimming pool, deck, gazebo, attached solar heating panels, basketball goal (whether freestanding or mounted on a residence or garage), freestanding bird feeder, landscaping, or other structure constructed, erected, or maintained on a Lot.

1.5 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 75 feet in width at the established front building line as shown on the Plat.

1.6 "Owner", and in plural form, "Owners". The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.7 "Plan Commission". The South Whitley Plan Commission, or its successor agency.

1.8 "Plat". The recorded secondary plat of Whispering Hills.

1.9 "Subdivision". The platted subdivision of Whispering Hills.

Section 2. ARCHITECTURAL CONTROL.

2.1 No Improvements shall be commenced, erected, or maintained upon a Lot, nor shall any exterior addition, change, or alteration be made to any Improvements on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the Improvements are submitted to and approved by the Committee in writing. The Committee shall review such plans and specifications to determine whether the external design and location of the proposed Improvements are in harmony with the surrounding structures and topography in the Subdivision.

2.2 The Committee shall be composed of three members. The first Committee members shall be: Tim Smith, Kim Smith, and Scott Darley. A majority of the Committee may appoint a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to appoint a successor.

2.3 The Committee shall have the exclusive authority and responsibility to review plans for the initial landscaping and the initial construction of all residences in the Subdivision. The Committee may delegate the authority and responsibility to review landscaping plans and the plans for construction of fences and other structures in the Subdivision to one or more delegates. Such delegates may be employees of the Developer or Owners. Such delegation shall be made in writing, shall be signed by a majority of the Committee members, and shall be delivered or mailed to the delegate(s).

2.4 After residences are initially constructed on all Lots in the Subdivision, the Committee shall be composed of three Owners. The three Owners shall be selected to serve on the Committee by a majority of the initial Committee members. In the event of death or resignation of any of the Owners from the Committee, the remaining members shall have full authority to appoint a successor.

2.5 In the event the Committee (or other entity acting under section 2.3) fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this section 2 will be deemed to have been given.

2.6 Developer, the Committee, any member of the Committee, and any of their respective heirs, personal representatives, successors, or assigns, shall not be liable to anyone by reason of any mistake in judgment, negligence, or non-feasance arising out of or related to the approval, disapproval, or failure to approve any plans or specifications submitted under this section 2; nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or for any drainage problems resulting from those plans. Every person and entity who submits plans to the Committee agrees, by submission of those plans, that the person or entity will not bring any action or suit against the Committee, any member of the Committee, or Developer to recover any damages or to require the Committee, any member of the Committee, or Developer to take or refrain from taking any action whatever in regard to such plans, or in regard to any building or structure erected in accordance with those plans.

2.7 The submission of any plans or specifications to the Committee, or the approval of those plans or specifications by the Committee, shall not be deemed to guarantee or require the actual construction of the building or structure described, and no Owner may claim any reliance upon the submission or approval of any such plans or the buildings or structures described in those plans.

3. *Maintenance of Sign and Streets; Lien for Maintenance.*

3.1 The Committee shall maintain or cause to be maintained the following:

3.1.1 Any sign which identifies the Subdivision constructed or erected by Developer; and

3.1.2 The public streets in the Subdivision, including but not limited to, snow removal, until the Town of South Whitley accepts responsibility for maintaining all public streets.

3.2 Each Owner, except Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Committee 1/48 of the cost of the Committee's maintenance obligations pursuant sections

3.1.1 and 3.1.2. Each Owner's share of this cost is due within 30 days of written notice from the Committee.

3.3 Each Owner's share of the Committee's maintenance costs, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, also shall be the joint and several personal obligation of each person or entity who was an Owner of such Lot at the time when the assessment became due, and the Owner's successors in title.

3.4 Any assessment for maintenance costs not paid within 30 days after its due date shall bear interest from the due date at the rate of 14% per annum, or at the legal rate of interest in Indiana, whichever is lower.

3.5 The Committee or Developer may bring an action at law against each Owner personally obligated to pay an assessment for maintenance costs, and may foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability for the assessments made under the Covenants by abandonment of a Lot. The lien for delinquent assessments may be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Committee or Developer also shall be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this section 3.

3.6 The lien of assessments made under these Covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect an assessment lien against it. No sale or transfer shall relieve an Owner or a Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment.

Section 4. *GENERAL PROVISIONS.*

4.1 *Use.* Lots may not be used except for single-family residential purposes.

4.2 *Residences.*

4.2.1 No buildings, except those erected pursuant to section 4.4, shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence not to exceed two and one-half stories in height, and an attached garage.

4.2.2 No residence shall be built on Lots numbered 1 through 48 having a ground floor area upon the foundation (exclusive of one-story open porches, breezeways and garages) of less than 1200 square feet for a one-story residence, less than 1400 square feet of total living area (excluding one-story open porches, breezeways and garages) for a one and a half

story residence, or less than 1600 square feet of total living area (excluding one-story open porches, breezeways and garages) for a residence that has more than one story.

4.3 *Garages.* Each residence shall include a two-car garage or three car garage attached to the residence. Such garage shall be built as part of the residence, shall have a floor area of not less than 480 square feet, and shall have one or more doors with an aggregate width of not less than 16 feet.

4.4 *Outbuildings.* One outbuilding may be located on a Lot. Outbuildings shall be limited to a shed or barn, and be used only for storage purposes. No Outbuilding shall be permitted unless the outbuilding has a gable or gambrel roof with asphalt shingles or colored metal. Any outbuilding shall have stained or painted wood, vinyl, aluminum or painted steel siding. No outbuilding may be constructed unless it complies with this section 4.4 and receives approval from the Committee pursuant to section 2.

4.5 *Building Lines.* No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than 35 feet. No structure shall be located on a Lot nearer to the side Lot line, or nearer to the rear Lot line than 10 feet.

4.6 *Shrubbery or Hedges.* Shrubbery or hedges for ornamental and decorative purposes may be planted nearer to the Lot lines than the building lines contained in section 4.5. Such shrubbery or hedges shall not exceed 36 inches in height.

4.7 *Minimum Lot Size.* No residence shall be erected or placed on a Lot having a width of less than 70 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area less than 8,000 square feet.

4.8 *Utility Easements.* Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear 20 feet of each Lot. No Owner shall erect on a Lot, or grant to any person, firm, or corporation, the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than three wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which such installations are located for operation, maintenance and replacement of service connections.

4.9 *Surface Drainage Easements.* Surface drainage easements used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition, and the County Surveyor (or proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

4.10 *Nuisance.* No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

4.11 *Maintenance of Lots.*

4.11.1 All Lots shall be regularly maintained in a neat and presentable manner. All lots shall be regularly mowed so that weeds do not go to seed.

4.11.2 If an Owner fails to comply with section 4.11.1, Developer may give such defaulting Owner notice of noncompliance with section 4.11.1. Such notice may be mailed to the address of the residence located on the Lot, the last address of record of the Owner, or personally delivered to the occupant of the residence on the Lot. If the occupant of the residence is not the Owner, such occupant shall be the agent of the Owner of the Lot for purposes of this section 4.11.

4.11.3 If the Owner does not cause the Lot to be properly maintained pursuant to section 4.11.1 within five days of the notice provided under section 4.11.2, Developer may enter upon the defaulting Owner's Lot and perform all maintenance necessary to make the Lot comply with section 4.11.1. The defaulting owner shall reimburse Developer or the Owner which performed the maintenance for the reasonable cost of the maintenance within seven days after notice that such maintenance has been performed. Failure to reimburse within seven days shall be considered a breach of these Covenants.

4.12 *Temporary Structures.* Except as provided in section 4.4, no structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn, or other outbuilding shall be constructed, erected, located, or used on any Lot for any purpose (including use as a residence), either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of a single-family residence building.

4.13 *Outside Storage.* No boat, boat trailer, recreational vehicle, motor home, truck, camper, or any other wheeled vehicle shall be permitted to be parked on any street or cul-de-sac in the Subdivision. No boat, boat trailer, recreational vehicle, motor home, truck, camper, or any other wheeled vehicle shall be permitted to be parked ungaraged on a Lot for

periods in excess of 48 hours, or for a period which is in the aggregate in excess of eight days per calendar year. The term "truck" as used in this section 4.13 means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one ton or more.

4.14 *Freestanding Poles.* No clothesline or clothes poles, or any other freestanding, semi-permanent, or permanent poles, rigs, or devices, regardless of purpose (except freestanding basketball goals and freestanding bird feeders approved by the Committee under section 2), shall be constructed, erected, located, or used on a Lot.

4.15 *Signs.* No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising a Lot for sale or rent, or used by a builder to advertise a Lot during the construction and sales periods.

4.16 *Antennas and Solar Panels.*

4.16.1 *Freestanding Items.* The following items are prohibited on a Lot, if they are freestanding or detached from a residence:

4.16.1.1 A radio or television antenna.

4.16.1.2 A satellite dish or disk.

4.16.1.3 Solar heating panels.

4.16.2 *Attached Items.* The following items shall not be attached to a residence on a Lot:

4.16.2.1 A radio or television antenna that has more than 30 square feet of grid area, or that is more than six feet in height above the roof of a residence.

4.16.2.2 A satellite dish or disk that has a diameter greater than 24 inches.

4.16.2.3 Solar heating panels, unless their installation is approved by the Committee under section 2.

4.17 *Oil Drilling.* No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained, or permitted on a Lot.

4.18 *Animals.* No animals, livestock, or poultry of any kind shall be raised, bred, or kept on a Lot, except that dogs, cats, and other customary household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

4.19 *Dumping.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot.

4.20 *Open Burning.* The open burning of papers, grass, and other materials shall not be allowed except in receptacles or at locations approved by the Developer or the Committee. Either Developer or the Committee may order the discontinuance of burning during such times as it is reasonably believed that such burning may be hazardous because of weather conditions or other factors.

4.21 *Workmanship.* All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot.

4.22 *Modular Dwellings.* No structures of modular design shall be constructed on a Lot unless the structure has ceilings no less than 8 feet in height, utilizes no less than 7/16 OSB boards, no less than 5/12 pitch roof, and no less than twelve inch eaves. No type II or type III manufactured homes shall be permitted on any Lot.

4.23 *Driveways.* All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width, or of such other width or composition as is specifically approved by the Committee under section 2.

4.24 *Individual Utilities.* No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on a Lot in the Subdivision.

4.25 *Street Utility Easements.* In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the owners of the Real Estate and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

4.26 *Storm Water Runoff.* No rain and storm water runoff, or such things as roof water, street pavement and surface water caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewage system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer

system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

4.27 *Completion of Infrastructure.* Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

4.28 *Sidewalks.* Plans and specifications for the Subdivision approved by and on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of Lots 1 through 48, as shown on such plans and specifications. Installation of such sidewalks shall be the obligation of the Owners of those Lots (exclusive of Developer). A sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. A violation of this covenant is enforceable by the Plan Commission or its successor agency, by specific performance or other appropriate legal or equitable remedy.

4.29 *Permits for Occupancy.* Before a Lot may be used or occupied, such user or occupier shall first obtain all necessary permits required by the South Whitley Zoning Ordinance from the Zoning Enforcement Officer of the Plan Commission, and all other necessary permits required by local or state statute, regulation, or ordinance.

4.30 *Subdivision.* No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under section 1.5.

4.31 *Lot 48.*

4.31.1 Notwithstanding any other provision of these Covenants, Lot 48 shall be exempt from complying with the requirements of sections 4.3, 4.23, and 4.28 until the existing residence on Lot 48 is destroyed or removed. After destruction or removal of the existing residence on Lot 48, the requirements contained in sections 4.3, 4.23, and 4.28 shall apply to Lot 48.

4.31.2 Notwithstanding section 4.30, after destruction or removal of the existing residence on Lot 48, the Owner of Lot 48 may subdivide Lot 48 to create one additional Lot. If approval for such subdivision is required from the Plan Commission, the Owner of Lot 48 shall obtain such approval from the Plan Commission prior to conveying the newly created

Lot to a third party. Lot 48 may not be subdivided into no more than two Lots. Upon subdivision, the two Lots shall be subject to these Covenants.

Section 5. *ENFORCEMENT AND ATTORNEY FEES.*

5.1 *Enforcement.* Developer and any Owner (individually or collectively) shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or subsequently imposed by the provisions of these Covenants. Failure by Developer or an Owner to enforce any provision in the covenants shall in no event be deemed as a waiver of the right to do so later.

5.2 *Attorney Fees and Related Expenses.* In the event Developer or an Owner is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 6. *INVALIDATION.* Invalidation of any of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

Section 7. *DURATION AND AMENDMENT OF COVENANTS.*

7.1 *Duration.* These Covenants shall run with the land and be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time, the Covenants shall automatically be renewed for successive periods of 10 years.

7.2 *Amendment.* Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

7.2.1 After residences are initially constructed on all Lots in the Subdivision and certificates of occupancy are issued for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Lots in the Subdivision and recorded.

7.2.2 Until residences are initially constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under section 7.2.1, also must sign the amendatory document.

7.3 NOTWITHSTANDING THE PROVISIONS OF SECTIONS 7.2.1 AND 7.2.2, Developer and its successors and assigns shall have the exclusive right for a period of three years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions without approval of the Owners.

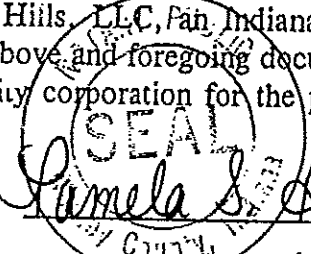
IN WITNESS WHEREOF, Whispering Hills, LLC, an Indiana limited liability company, by its duly authorized Member, Scott E. Darley, owner of the Real Estate, has signed this document on May 16, 1996.

WHISPERING HILLS, LLC

By: Scott E. Darley
Scott E. Darley, Member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 16th day of May, 1996, personally appeared Scott E. Darley, known to be the duly authorized member of Whispering Hills, LLC, an Indiana limited liability corporation, and acknowledged the execution of the above and foregoing document as his voluntary act and deed and on behalf of said limited liability corporation for the purposes and uses set forth in this document.


Pamela S. Anglin

_____, Notary Public
Resident of Whitley County, Indiana

My Commission Expires:

8/26/96

This instrument prepared by: Timothy E. Ochs, Attorney at Law.

Mail to: _____

RECEIVED FOR RECORD

99 AUG -5 PM 1:26

CONNIE H. LEGITMEYER
WHITLEY COUNTY RECORDER

99-8-110

AMENDMENT

**DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND
APPROVALS OF THE PLAT OF WHISPERING HILLS,
A SUBDIVISION IN CLEVELAND TOWNSHIP,
WHITLEY COUNTY, INDIANA**

This amendatory document complying with section 7.2 and section 7.2.2 of the original recorded Protective Restrictions recorded on July 11, 1996 in the Whitley County's Recorders office as document number 96-7-175 is here by amended as follows:

Page 5 section 4.5 shall read as follows;

4.5 *Building Lines.* No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than 35 feet. No structure shall be located on a Lot nearer to the side Lot line, or nearer to the rear Lot line than 10 feet.

IN WITNESS WHEREOF, Whispering Hills, LLC, an Indiana limited liability company, by its duly authorized Member, Scott E. Darley, owner of the real estate, has signed this document on August 5, 1999.

WHISPERING HILLS, LLC

By: Scott E. Darley
Scott E. Darley, Member

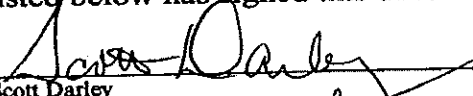
AMENDMENT

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS OF THE PLAT OF WHISPERING HILLS, A SUBDIVISION IN CLEVELAND TOWNSHIP, WHITLEY COUNTY, INDIANA

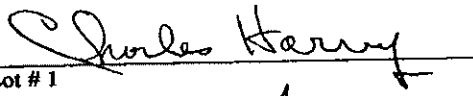
This amendatory document complying with section 7.2 and section 7.2.2 of the original recorded Protective Restrictions recorded on July 11, 1999 in the Whitley County's Recorders office as document number 96-7-175 is here by amended as follows:

4.5.1 *Building Lines.* For lots numbered 14, 15, 18, 19, 20 and 21 the front Lot line shall be 30 feet. For lots numbered 27 thru 41 the front Lot line shall be 30 feet. No structure shall be located on a Lot nearer to the side Lot line, or nearer to the rear Lot line than 10 feet.


IN WITNESS WHEREOF, Whispering Hills, LLC, an Indiana limited liability company, by its duly authorized Member, Scott E Darley, owner of the real estate; along with individual lot owners as listed below has signed this document.



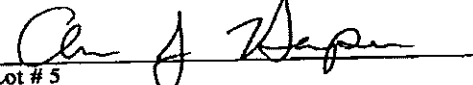
Scott Darley




Lot # 1



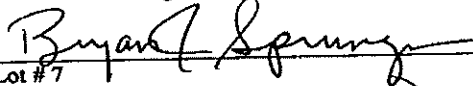
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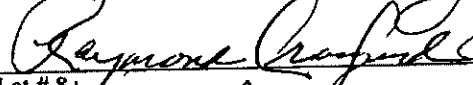
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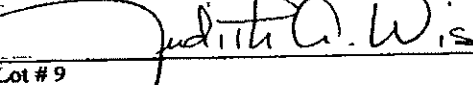
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Lot # 7



Lot # 8

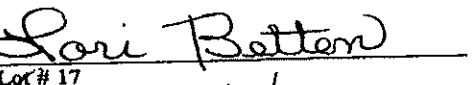


Lot # 9



Lot # 13


Lot # 16



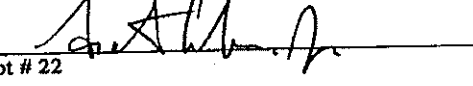
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Lot # 20



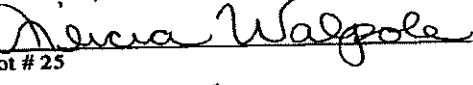
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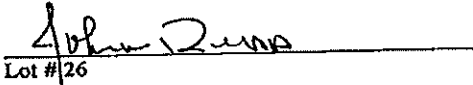
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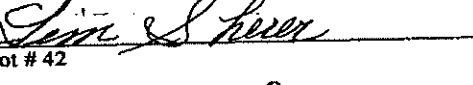
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Lot # 25



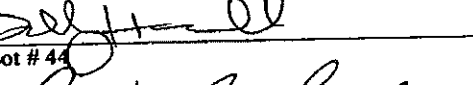
Lot # 26



Lot # 42




Lot # 43



Lot # 44

Lot # 45



Lot # 46

