

177.00
5.

DECLARATION OF MAINTENANCE OBLIGATIONS

THIS DECLARATION made this 22 day of MAY, 1992000,
by HIGH GROVE HOMEOWNERS ASSOCIATION
("Declarant").

Address INTERSECTION OF HOOPER RD. & BRACBURN DR.
CARMEL, IN 46032

WITNESSETH

200000029227
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
On 06-16-2000 At 11:10 am.
MISC 17.00

WHEREAS, the following facts are true.

A. Declarant is the owner of fee simple title to certain real estate located in HAMILTON County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Real Estate").

B. Declarant has installed or plans to install in the right-of-way known as HOOPER ROAD Street, CARMEL, IN Indiana (hereinafter referred to as the "Right-of-Way") adjacent to the Real Estate the equipment described in Exhibit B attached hereto (hereinafter referred to as the "Water Equipment"), which Declarant desires to connect to the water line of the Indianapolis Water Company ("Water Company").

C. The Water Company is objecting to the installation of the Water Equipment pursuant to Rule 7(A) of its Rules and Regulations on file with and approved by the Indiana Utility Regulatory Commission governing its provision of water utility service because it is concerned that in the future the Water Company might be requested to maintain, repair or replace (hereinafter "maintain") the Water Equipment because of its location in the Right-of-Way.

D. Declarant deems it desirable that the owner of the Real Estate be responsible for maintaining the Water Equipment and that the Water Company have no obligation to maintain the Water Equipment.

NOW, THEREFORE, Declarant declares that the Real Estate and the Water Equipment be held, transferred, sold, conveyed, encumbered, leased, rented, used and occupied subject to the provisions, agreements, covenants and restriction hereinafter set forth:

1. Declaration. Declarant hereby expressly declares (1) that the Water Company shall have no obligation to maintain in any manner the Water Equipment; (2) that the Water Company shall not be responsible for any damage that might occur to the Water Equipment regardless of the cause; and (3) that the maintenance of the Water Equipment, if such is to be maintained, shall be the obligation of the owners of the Real Estate. No person shall have any right to require that the Water Company expend any funds toward the maintenance of the Water Equipment or any right to impose an obligation on the Water Company to maintain the Water Equipment, and if Declarant or any other person would allegedly have such right pursuant to any rule or regulation, the Declarant for itself and its successors and assigns hereby expressly waives that right.

2. Acceptance and Ratification. All present and future owners, mortgagees, tenants and occupants of the Real Estate and the Water Equipment, shall be subject to and comply with the provisions of the Declaration and all such provisions shall be covenants running with the land and shall be binding on any persons having at any time any interest or estate in the Real Estate or the Water Equipment as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage and lease thereof. This Declaration shall remain in effect for so long as the Water Equipment is connected to the water line of the Water Company. All persons, corporations, partnerships, trust and other legal entities which may own, occupy, use, enjoy or control any of the Real Estate or the Water Equipment shall be subject to this Declaration.

3. Maintenance of the Water Equipment. The obligation to maintain the Water Equipment shall rest with the owners of the Real Estate for so long as the Water Equipment is connected to the water line of the Water Company. If the owners of the Real Estate fail to maintain the Water Equipment, such failure shall not put any obligation on the Water Company or on any other entity to provide maintenance.

EXHIBIT A

(Legal Description of the Real Estate owned by Declarant adjacent to right-of-way.)

SW CORNER

SEC. 33 - T18N - R3E



A part of the Northeast Quarter of Section 33, Township 18 North, Range 3 East, described as follows:

Begin at the Southwest Corner of the West Half of the Northeast Quarter of Section 33, Township 18 North, Range 3 East; run thence East along the South line of said Quarter 1329.6 feet to a corner post; thence North parallel to the West line of said Northeast Quarter Section 603.5 feet to a point; thence West parallel to said South line 704.6 feet to a point; thence North parallel to said West line 518.0 feet to a point; thence West parallel to said South line 625.0 feet to a point in said West line; thence South in and along said West line 1121.5 feet to the place of beginning, containing in all 25.81 acres, more or less.

EXHIBIT B

(Description of Water Equipment located in right-of-way.)

SPRINKLER EQUIPMENT

