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#### 9. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including the Developer or Indianapolis Water Company (with respect to activities that affect Morse Reservoir), may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor Indianapolis Water Company shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

#### 10. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

#### 11. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them



shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2069, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development, or Indianapolis Water Company with regard to its Morse Reservoir.

13. SEVERABILITY.

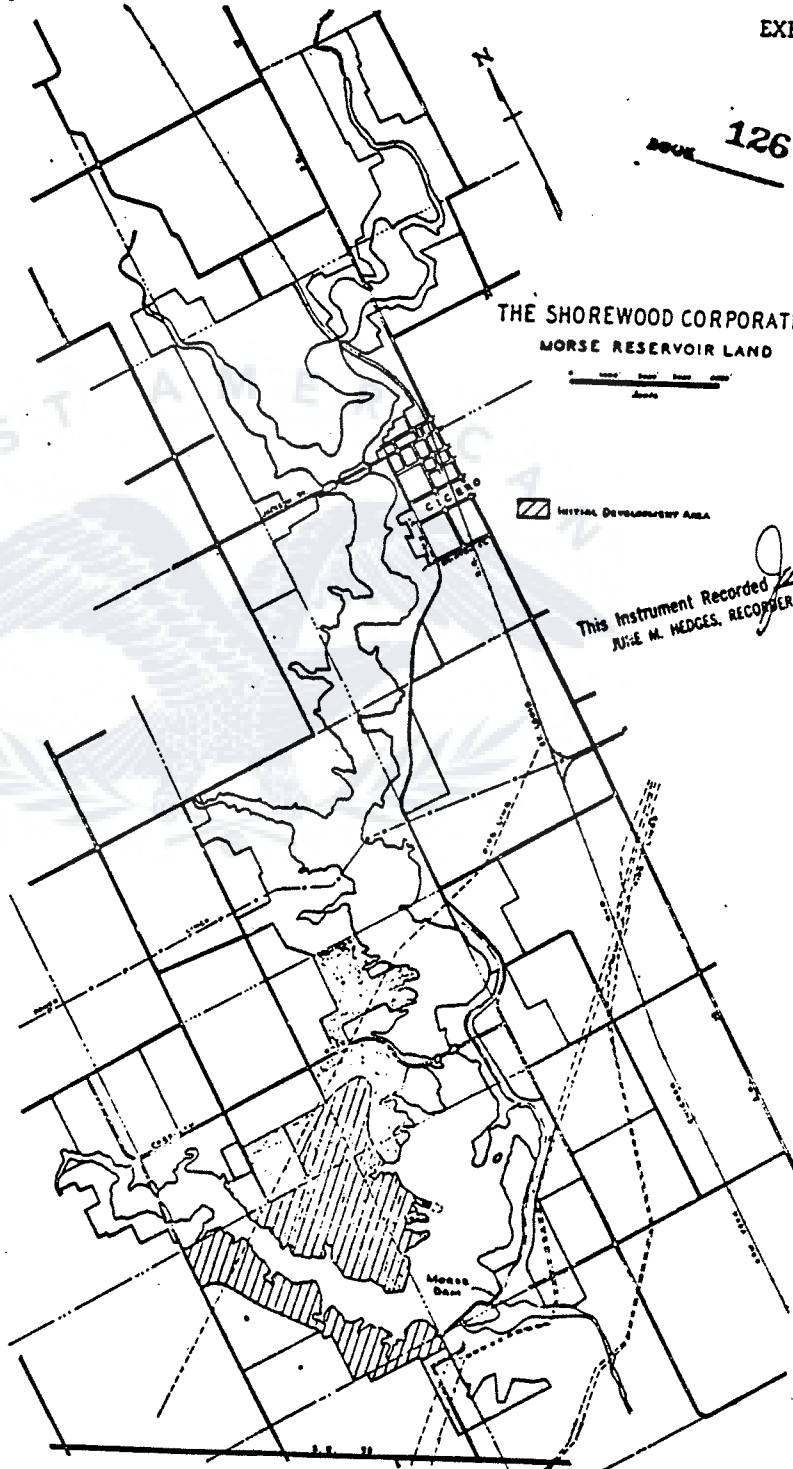
Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

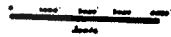
Maps

EXHIBIT "A"

BOOK 126 PAGE 42



THE SHOREWOOD CORPORATION  
MORSE RESERVOIR LAND



INITIAL DEVELOPMENT AREA

This Instrument Recorded June 30 1971  
JULIE M. HEDGES, RECORDER HAMILTON COUNTY, IND.



North Harbour Property Owner's Association, Inc.

P. O. Box 475  
Noblesville, IN 46060

June 1989

Dear Neighbor:

Winter is over and summer is under way. Soon, all of us will be into our summer activities, enjoying the great outdoors and working on our yards and gardens.

I am sure all of us want to enjoy our beautiful North Harbour community. But, we are growing rapidly, as new construction continues at a surprising pace, landscaping matures, and our open spaces gradually decline. All of us feel we have a beautiful neighborhood and want to do all we can to protect it, and the value of our own homes.

The Covenants Committee of the NHPOAI would like to remind all residents of the background and purpose of the Covenants governing North Harbour, and to highlight some of the Covenants which are frequently referred to. Their purpose is to "enhance and protect the value, desirability and attractiveness" of North Harbour.

The Covenants Committee would like to request your cooperation in adhering to the Covenants. Voluntary, self-enforcement will benefit the entire community, eliminate neighbor complaints and achieve the "purpose" of the Covenants.

As for our part, the Covenants committee and your Board of Directors will work with you, Shorewood Corporation, the builders and the City of Noblesville to make certain the Covenants are being adhered to. The Covenants are in conformance with, and in certain instances exceed, the City of Noblesville zoning code.

Legally, every property owner must adhere to the Covenants. They are not an idle desire to make North Harbour look nice, but are in fact, the law which governs North Harbour.

The Covenants state, "The owners of any lot subject to these restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for purchase thereof, whether from the developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained."

In other words, when you purchased your lot or home, whether from Shorewood, a builder, or a previous owner of the property, by accepting your deed to the property you agreed to adhere to the Covenants.

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The question does come up as to what rights property owners have to enforce the Covenants themselves. According to Attorney Douglas D. Church, after reviewing the Covenants, "the residents of North Harbour do have the right to enforce the Restrictions and Covenants by seeking an injunction from a court of competent jurisdiction where the Covenants and Restrictions are being violated."

While the Board and the Covenants Committee will make every effort to assure adherence to the Covenants, an individual or group of property owners, therefore, do have the right to enforce the covenants.

We hope the following information will help clarify some of the covenants which are most frequently referred to:

1. All fences, mailboxes, decks, swimming pools, room additions, tennis courts or outbuildings must be approved by Architectural Review Committee of the Board of Directors, regarding size, height, location and composition prior to installation. Requests for approval must be made in writing to the Committee or the Board describing the construction and showing a diagram of the proposal with respect to the lot and existing construction. The committee shall approve or disapprove proposed improvements within 30 days after all required information is submitted.

A. Fences.

1. No fences shall be allowed in "front yards" (defined as any yard which adjoins a street) except "decorative fences" (such as split rail) which shall be limited to 3 feet or less in height.
2. Side yard and rear yard fences shall not exceed 4 feet in height.
3. Patio and pool fences shall not exceed 6 feet in height.
4. Chain link fences are strongly discouraged.
5. No perimeter stockade fencing shall be allowed.
6. Dog runs may be chain link but must have a "green screen" of shrubbery on all sides visible from another house, the golf course or lake.
7. Special uses, such as tennis court fences will be considered individually.

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B. Outbuildings

1. Shall not exceed 120 square feet nor 1800 cubic feet.
2. Shall be constructed of material and finished substantially similar to existing dwelling structure.
3. Shall be located to the rear of and as close as reasonable to existing dwelling structure.
4. Shall comply with City of Noblesville building code permit requirements.

C. Mailboxes

1. Shall be constructed according to the approved design drawing attached.

D. Building Additions

1. Shall be compatible with existing structure.
  2. Shall comply with City of Noblesville building code permit requirements.
2. No Boats, trailers, campers or similar recreational vehicles may be stored in the open on any lot in the following sections:

Sections: 8 and 9  
11 and higher

Note: While the Covenants for sections 1 through 7 do not include the above restriction, the Covenants committee suggests voluntary compliance.

3. No Boats, trailers, campers or similar recreational vehicles shall be parked on any street in North Harbour.

Note: While the Covenants do not specifically prohibit on-street automobile parking, this is a source of frequent complaints from residents. We like to discourage regular parking of resident vehicles on the street for appearance as well as safety.

4. No truck shall be permitted to be parked overnight or longer on any lot within North Harbour unless such truck is not visible from any other lot, the golf course, the lake or any street.

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5. Household pets should be kept reasonably confined and quiet so as not to become a nuisance to others.

Note: Noblesville has a "leash law" which the City will enforce.

6. No Signs or advertisements shall be displayed or placed on any lot or structure without prior approval of the Board.
7. All lots shall be mowed regularly and kept free of unsightly weeds, dead or fallen trees, leaves, accumulated rubbish, trash and refuse.

Note: The City will respond to any complaints of lots which are not kept mowed and will mow such lots at the owners expense as required.

8. No rubbish, trash, refuse, leaves, grass clippings or any other materials are to be disposed of by dumping in the lake, on the lake shore, or on any commons areas.
9. No outdoor burning of leaves, rubbish, trash or refuse is permitted.

Please remember that this is a summarization of major Covenants only, and we urge you to read the detailed and complete Covenants and Restrictions. If all residents make an effort to conform to the the Covenants voluntarily, the entire community will benefit.

If you have any questions or need further clarification, please contact me, or any of your elected Board members.

Thanks for your cooperation and have a fantastic summer!

Sincerely,



North Harbour Property Owners Association, Inc.  
Tom Moore, Covenants Chairman

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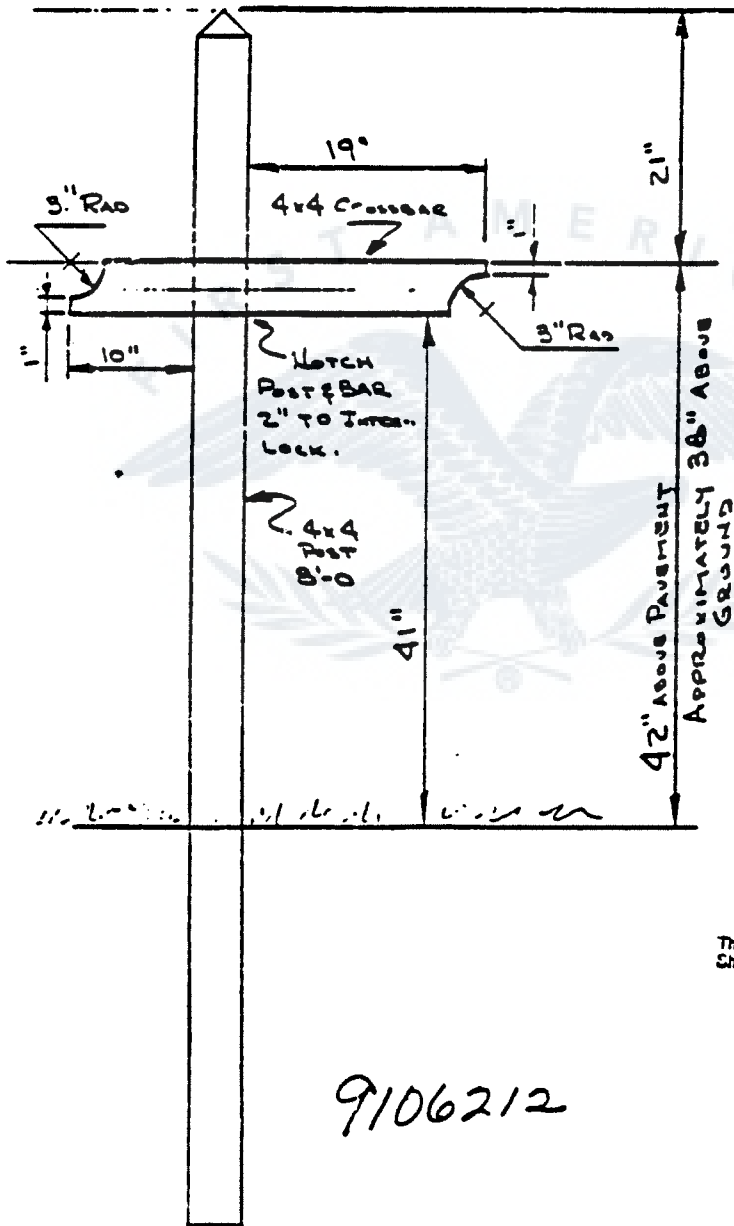
BY \_\_\_\_\_ DATE \_\_\_\_\_ SUBJECT \_\_\_\_\_ SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_  
 CHKO. BY \_\_\_\_\_ DATE \_\_\_\_\_ MAILBOX AND POST STANDARDS JOB NO. \_\_\_\_\_  
 \_\_\_\_\_ Page 5

EFFECTIVE 11/21/77  
 REDRAWN 12/15/82

Post:  
 TREATED PINE OR SIMILAR  
 MATERIAL  
 PAINT FLAT BLACK

Box:  
 SIZE 1 1/2  
 PAINT FLAT BLACK

NOTE: A NUMBER OF LOCAL  
 HANDYMEN INSTALL BOXES.  
 A NORMAL COST FOR  
 THIS WORK IS ABOUT  
 50 TO 75 DOLLARS.



This Instrument Recorded 3-22 1991  
 Sharon K. Cherry, Recorder, Hamilton County, IN

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