SEWERS, AND THE CONNECTION THEREOF, TO ONLY FOR AND AS A SANITARY SEWER STORM WATER, RUN-OFF WATER, DRAINING DRAINS (PERIMETER DRAINS) OR Minage SHOWN TO THE SYSTEM, NO SUMP PUMPS SHALL BE VIZE A HARD PIPE TO A DEFINED STORM WATER DRAINAGE MANNER WHICH IS ACCEPTABLE TO THE CITY.

WHO SUBSEQUENTLY TAP INTO OR ARE IN THE SANITARY SEWER SYSTEM PROVIDED AS DESCRIBED IN THIS PLAN, RIGHT TO OBJECT, DEMONSTRATE ON IT PENDING OR FUTURE ANNEXATION BY THE WOOD PURSUANT TO A CERTAIN CONTRACT '17, 2000 AND RECORDER IN THE CITY'S OFFICE AT INSTRUMENT NO.

NITARY DRAINAGE SYSTEM CAN DISCHARGE R. BY GRAVITY FLOW: THE LOWEST FLOOR IS TO BE A MINIMUM OF 12 INCHES ABOVE THE SWEET DRAINAGE OR UPSTREAM MANHOLE ST TO THE SUBJECT LATERAL, CONNECTION. IF THE DRAINAGE SYSTEM CANNOT BE BE THE SEWER BY GRAVITY FLOW, THIS PART IS DISCHARGED INTO A TIGHTLY TRAPPED SUMP FROM WHICH THE CONTENTS PUMPED AND DISCHARGED INTO THE DRAINAGE SYSTEM A MINIMUM OF 12 INCHES DRAIN FROM THE TOP OF THE LOWEST DRAINING OR HOLE CASTING NEAREST TO THE SUBJECT

WATER'S EDGE—SECTION ONE
INSTR. 97026722

GOLDEN GROVE—SECTION TWO

P.O.B.

N 80'59'41" W 813.10'
WATER’S EDGE - STRAND OF THE CITY OF GREENWOOD, JOHN E. WATER'S EDGE DEVELOPMENT COMPANY, GREGORY L. WATSON, LEWIS J. LEWIS, JAMES A. JACOBS AND JACQUELINE J. JACOBS OWNERS OF THE REAL ESTATE SHOWN ON THE DESCRIBED LOTS AND BILLY BURGER, ET AL. SELLORS OF REAL ESTATE INTO LOTS AND STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL OF THE LOTS CONTAINED IN THE PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING DEEDS AND RESTRICTIONS SHALL BE CONSIDERED AND HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND, WHICH SAID RESTRICTIVE COVENANTS ARE AS FOLLOWS:

PART OF THE SOUTHWEST AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, MARRIEN TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

CONVENING AT THE SOUTHWEST QUARTER OF SAID QUARTER SECTION, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 160.00 FEET, THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 45.00 FEET TO THE SOUTHWEST CORNER OF WATER'S EDGE SECTION ONE, THEはじめの行で使用されているスペースを削除してください。
SECTION TWO "A"

SON COUNTY, INDIANA

8. The same signature limitations shall apply to any lot within 10 feet of the intersection of a street right of way line with the edge of the driveway, frontage, or alley line.

9. All lands in the subdivision and the use of the lands in this subdivision by the present and future owners or occupants shall be subject to and subject to the conditions, covenants, conditions and restrictions herein and in the certificate of plats, and any other document recorded in the office of the recorder of Johnson County, Indiana, and shall run with the land.

10. The foreclosing covenants and restrictions are to run with the land and shall survive the sale of all parts and parcels of said subdivision.

11. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants or restrictions.

12. Incumbent or any one of these covenants or restrictions by proceedings at law or in equity, shall remain in full force and effect.

13. The sanitary sewer and the connection thereto, shall be used only for sanitary purposes.

14. All lot owners who are owners of record and are connected with the sanitary sewer system provided for in this subdivision shall have the right to object to, restrain, or prevent any person or persons, including or future amendments or changes by the city of Greenwood, Johnson County, Indiana, the rights and privileges for the sanitary sewer system, as shown on the plat.

15. Where the sanitary drainage system can be discharged into the sewer gravity flow system, the lowest floor elevation where a plumbing fixture or floor level of a building shall be discharged shall be at least 10 feet above the top of the lowest downstream or upstream manifold. A drainage manifold shall be connected in any portion of the drainage system, where any part of the drainage system cannot be connected in any portion of the drainage system, as shown on the plat. The drainage manifold shall be connected in any portion of the drainage system in such a manner that no such drainage manifold can be discharged into a trench covered and vented with a vent pipe from which the drainage manhole shall be located. The drainage manifold shall be connected in the building gravity drainage system a minimum of 12 inches above the top of the lowest downstream or upstream manifold, casting request to the subject of this document.


[Signature]

WATER'S EDGE DEVELOPMENT COMPANY, INC.


[Signature]

WATER'S EDGE DEVELOPMENT COMPANY, INC.


WATER'S EDGE DEVELOPMENT COMPANY, INC.

MARGARET M. LEWIS, PRESIDENT

JAMES A. JACOB

JACQUELINE J. JACOB

COUNTY OF JOHNSON

STATE OF INDIANA


KENNETH E. ZUMSTEGE

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES AUGUST 4, 2001

[Notary Public Seal]

DEED RESTRICTIONS

RE: BILL ROBERTS AND DENNIS COPENHAVER REZONING
PETITION 4875 (APPROX.) LAKEVIEW DRIVE

COMMITMENT CONCERNING THE USE AND DEVELOPMENT OF REAL
ESTATE MADE IN CONNECTION WITH A PETITION FOR REZONING.

The owners and purchasers/petitioners of the real estate located in Johnson County,
Indiana, which is described below, makes the following COMMITMENTS concerning the use
and development of the parcel of real estate:

Legal Description:
SEE ATTACHED EXHIBIT "A"

Statement of COMMITMENT:

1. No residence shall be erected, placed or permitted to remain on the real estate unless said
   residence shall have a minimum ground floor area of 2100 square feet in the case of a
   ranch (one-story) structure, exclusive of porches or garages; in the case of a multi-story
   structure the ground floor area shall be no less than 1400 square feet with a total living
   floor area of 2800 square feet, exclusive of porches or garages.

2. All residences shall be constructed with an attached garage being a minimum of two-and-
   one-half (2 1/2) cars in size.

3. All ranch residences shall be constructed with a masonry or brick exterior, excluding
   gables and front porches; all multi-story residences shall be constructed with either fifty
   percent (50%) masonry or brick exterior, or have the ground floor level one hundred
   percent (100%) masonry or brick, excluding the front porch.

4. No modular homes shall be permitted upon the real estate. Any home or homes
   constructed shall be custom built with substantially new materials. No used structures
   shall be relocated or placed on any such lot. No residence shall be constructed on a slab
   foundation.

5. The landscape plan attached hereto as Exhibit B shall be adhered to with the development
   of WATER'S EDGE. All landscaping proposed shall be put in place or built with the
   section of the development in which it is proposed and constructed. The existing tree
   lines along the property lines shall be kept and maintained in their current condition with
   exception for normal routine clearing or debrushing associated with common upkeep of
   residential lots.
This commitment does not included the areas adjacent to the existing dam on the North side of the existing lake. Any vegetation or trees in that area are under the jurisdiction of the Indiana Department of Natural Resources.

6. Although not required by the Johnson County Subdivision Control Ordinance the development plan of WATER'S EDGE shall include concrete sidewalks as shown on EXHIBIT "C" attached hereto. These sidewalks shall be constructed along with the residences upon each lot. Any sidewalk shown along a common area will be the responsibility of the developer of WATER'S EDGE to construct.

7. The real estate described in EXHIBIT A shall not be used for any purpose other than single-family dwellings and the essential services or accessory uses associated with single-family dwellings. This does not prohibit the developer or its assigns from constructing and occupying model homes during the construction and development of WATER'S EDGE. This shall not prohibit the developer or homeowners association from constructing a club house or community building and other facilities associated with a club house or community building on the REMAINING TRACT upon the vacating of said tract by the current owner, to the extent the REMAINING TRACT is owned by the developer, its assigns or homeowners association.

8. In addition to the landscape plan attached as EXHIBIT B, a thirty (30) foot building restriction area/landscape buffer shall be created along the common line between WATER'S EDGE and GOLDEN GROVE SUBDIVISION and the adjoining land along the East border of WATER'S EDGE South of Golden Grove Subdivision. This line is shown on the attached site plan, EXHIBIT D. Within the thirty (30) foot building restriction area/landscape buffer there shall not be permitted any buildings or structures. The building restriction area is intended to be maintained as a landscape buffer, and any landscaping improvements within the building restriction area shall take into consideration the existing trees and vegetation with an intent to preserve the trees and vegetation. This commitment does not prohibit routine and normal maintenance and upkeep of the 30 foot area normally associated with single-family residential homes.

9. The area North of the existing lake labeled as "REMAINING TRACT" on the site plan included herewith as EXHIBIT D, shall not be subject to these commitments as long as the land is owned and occupied by the current owner. Upon transfer of ownership from the current owner, the "REMAINING TRACT" shall be subject to these commitments.

The COMMITMENT contained in this instrument shall be effective upon the approval of the rezoning of the real estate by the Johnson County Plan Commission and the Johnson County Board of Commissioners pursuant to owner's petition.

The owner and purchaser further agree that this COMMITMENT will be recorded in the Johnson County Recorders Office and made a part of the Warranty Deed and title to the land within 30 days after passage of the zoning ordinance.
This COMMITMENT may be enforced jointly or severally by:

1. Any person who is aggrieved by a violation of the Commitments.

IN WITNESS WHEREOF, the owners have executed this instrument this day of __________, 1995.

OWNER, Pennington Brothers, Inc.

BY: ____________________________  ____________________________
    Floyd B. Pennington, President          Bill Roberts, Petitioner/Purchaser

BY: ____________________________  ____________________________
    Shirley Pennington, Secretary         Dennis Copenhaver, Petitioner/Purchaser

STATE OF INDIANA   
COUNTY OF JOHNSON   

Before me, a Notary Public in and for said County and State, personally appeared Floyd B. Pennington and Shirley Pennington authorized agents of PENNINGTON BROTHERS INC., owners and parties of interest of the above described real estate, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this __________ day of __________, 1995.

__________________________
NOTARY PUBLIC

Printed Name Dennis S. Weddle
My Commission Expires __________
County of Residence Johnson
STATE OF INDIANA  
COUNTY OF JOHNSON  

Before me, a Notary Public in and for said County and State, personally appeared Bill Roberts and Dennis Copenhaver, parties of interest of the above described real estate, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of  

August 1995.

Phyllis C. Wasson  
NOTARY PUBLIC  
Printed Name: Phyllis C. Wasson  
My Commission Expires 12.30.98  
County of Residence Hancock

This instrument prepared by  
Waters Edge Development Corporation  
6408 Bentworth Way  
Indianapolis, Indiana 46237
LEGAL DESCRIPTION
WATER'S EDGE
EXHIBIT "A"

A part of the Southwest quarter and a part of the Northwest quarter, all in Section 15, Township 13 North, Range 3 East in White River Township, Johnson Co., Indiana; said part being more particularly described as follows:

Commencing at a railroad spike marking the Southwest corner of said Southwest quarter; thence North 00 degrees, 00 minutes, 00 seconds West (assumed bearing) along the West line of said Southwest quarter a distance of 1,888.92 feet to the Southwest corner of a 47.76 acre tract of land conveyed to Pennington Brothers, Inc. per Deed Book 193, Page 506, in the Office of the Recorder of said Marion Co.; thence South 89 degrees, 52 minutes; 41 seconds East along the South line of said 47.76 acre tract a distance of 466.62 feet to the Southeast corner of a 5 acre tract of land described as an exception to said 47.76 acre tract per Deed Book 193, Page 506 said point being the POINT OF BEGINNING of this description; thence North 00 degrees, 13 minutes, 08 seconds West along the Easterly boundary of said 5 acre exception tract a distance of 466.62 to the Southerly boundary of Pennington Estates, Second Section as per plat thereof recorded in Plat Book 6, Page 73 in the Office of said Recorder (the next five (5) calls are along the Southerly and Easterly boundaries of said Pennington Estates, Second Section); North 49 degrees, 49 minutes, 11 seconds East a distance of 224.00 feet; North 84 degrees, 38 minutes, 58 seconds, East a distance of 145.47 feet; North 00 degrees, 19 minutes, 02 seconds West a distance of 150.00 feet; North 37 degrees, 29 minutes, 58 seconds East a distance of 73.50 feet; North 00 degrees, 19 minutes, 02 seconds West a distance of 989.44 feet to the Southerly boundary of a 13,995 acre tract of land conveyed to Center Grove Community School Corporation per Deed Book 212, Page 184 in the Office of said Recorder; thence North 89 degrees, 45 minutes, 39 seconds East along said Southerly boundary a distance of 533.14 feet to the East line of the West half of aforesaid Northwest quarter; thence South 00 degrees, 16 minutes, 05 seconds East along the East line of said West half a distance of 370.66 feet to the North line of the South half of the South half of said Northwest quarter; thence South 89 degrees, 43 minutes, 32 seconds East along said North line a distance of 1,357.83 feet to the East line of said Northwest quarter; thence South 00 degrees, 13 minutes, 08 seconds East along the East line of said Northwest quarter and along the East line of aforesaid Southwest quarter a distance of 1,452.30 feet to the Southerly boundary of aforesaid 47.76 acre tract of land; thence North 89 degrees, 52 minutes, 41 seconds West along said Southerly boundary a distance of 2,250.87 feet to the POINT OF BEGINNING containing 72.629 acres, more or less. Subject to all legal highways, rights-of-way, easements, and restrictions of record.
ALSO:

A part of the Southwest 1/4 of Section 15, Township 13 North, Range 3 East in White River Township, Johnson County, Indiana, said part being more particularly described as follows:

COMMENCING at a railroad spike marking the Southwest corner of said Southwest 1/4; thence North 00 degrees 00 minutes 00 seconds West (assumed bearing) along the West line of said Southwest 1/4 a distance of 1888.92 feet to the Southwest corner of a tract of land conveyed to Dennis and Deborah Copenhaver per Deed Book 275, Page 409 in the office of the Recorder of said Johnson County, said point being the POINT OF BEGINNING of this description (the next four (4) calls are along the boundaries of said Deed book 275, Page 409 in its entirety); South 89 degrees 52 minutes 41 seconds East, parallel with the South line of said Southwest 1/4, a distance of 466.62 feet; North 00 degrees 13 minutes 08 seconds West, parallel with the East line of said Southwest 1/4 a distance of 186.65 feet; North 89 degrees 52 minutes 41 seconds West, parallel with the South line of said Southwest 1/4 a distance of 465.91 feet to the West line of said Southwest 1/4; thence South 00 degrees 00 minutes 00 seconds East along said West line a distance of 186.65 feet to the POINT OF BEGINNING Containing 1.998 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.
COVENANTS RELATIVE TO USE OR DEVELOPMENT
OF REAL ESTATE MADE IN CONJECT-ON WITH A
REZONING OF PROPERTY

In accordance with the Acts of 1947, Chapter 147,
Section 1, I.C. 181-7-5-1, as amended, the owner of the real
estate located in Johnson County, Indiana, which is de-
scribed particularly in the Exhibit "Legal Description"
attached hereto, does hereby make the following covenants
and commitments relative to the use and development of that
said real estate, all as conditions precedent to the approval
of the rezoning of the said real estate as described herein,
to-wit:

Legal Description: The real estate which is the
subject of these covenants and the zoning petition to
which they relate is a portion of Section 15, Township
13, Range 3 East, in Johnson County, Indiana, as more
particularly described in the "Legal Description" which
is Exhibit "A" attached hereto and made a part of these
covenants by this reference thereto, containing approxi-
mately 8.1 acres.

STATEMENT OF COVENANTS AND COMMITMENTS:

1. The undersigned Owners and Petitioners for amendment
of the Master Plan Zoning Ordinance of Johnson County,
Indiana, as hereinafter described, covenant that the
real estate which is the subject of the said Zoning
petition and described in Exhibit "A" to these cov-
enants is essentially and accurately depicted in the
Franklin Engineering Company dated March 16, 1960, which
survey is attached
to these covenants, as identified as Exhibit "B" and
incorporated herein by this reference. The Owners
further covenant that the legal description which is
Exhibit "A" and the survey which is Exhibit "B" encum-
bers more real estate than has been agreed between the
Owners and appropriate property owners to be used by
the undersigned Owners for the housing purposes contemplated by the Owners and specified in
these covenants, and that although the Johnson County
Plan Commission has approved the Owners' zoning peti-
tion encompassing the 8.1 acres described in Exhibit's
"A" and "B", only a portion of that property will be
developed or used for the housing described herein. The real estate which shall be de-
veloped and used by the undersigned for the housing activities described herein, and for no other commercial
purposes, comprised of approximately 8.1 acres is more
particularly described in the legal description and
Survey, in two (2) pieces, attached hereto as Exhibit
"C" as prepared by Franklin Engineering Company, Inc.,
on May 15, 1960. The undersigned Owners covenant and
agree that the real estate described in Exhibit "C"
attached hereto is entirely contained within the bound-
daries of the real estate described in Exhibits "A" and
"B" and further, that no portion of the real estate
described in Exhibits "A" and "B" which is located
outside the boundaries of the real estate described in
Exhibit "C" shall be used for any commercial purpose
except as specifically provided herein. The Owners
cozenant that the Legal Description and Survey which is
Exhibit "C" to these covenants has been prepared to
specify which area of the said property shall and shall not be used for the camping and overnight activities proposed in the Owners' zoning petition presented to the Johnson County Plan Commission and the petition for a special exception currently pending before the Johnson County Board of Zoning Appeals; and that the said Legal Description and Survey and these covenants shall become and be considered hereafter perpetually binding and absolutely precedent conditions of any approval given the said zoning petition and petition for special exception by the Johnson County Plan Commission and the Board of Zoning Appeals as well as the adoption of any applicable zoning ordinance by the Johnson County Commissioners.

2. No mobile homes, campers, trailers, tents, or other similar structures of any kind shall be permitted outside of the areas designated as camper areas on the survey, Exhibit "C", at any time, for any purpose, except as provided herein. That the mobile home presently occupied by Steven Pennington and situated approximately 250' south of the northeast corner of the said real estate together with all related facilities shall be relocated approximately 300' feet west to an area as designated on the survey of Exhibit "C", provided, that the said mobile home shall be permitted at the location so designated on Exhibit "C" for a period of two (2) years only from the date of these covenants after which time it shall be removed entirely from the owner's property. All existing campers, trailers and similar structures with all related facilities presently situated outside the designated camping areas shall be removed immediately, as required in paragraph 7 of these covenants, provided however, that the Owners may use the same over night camping hookups existing, as designated on Exhibit "C", for a period of one (1) year from the date hereof, after which time no campers, trailers or similar structures shall be permitted outside the boundaries of the real estate described in Exhibit "C" except the mobile home of Steven Pennington, as herein provided. DURING THE MONTHS FROM APRIL 1ST THROUGH OCTOBER 1ST EACH YEAR.

3. The Owners shall replace and maintain the wire farm fence which had existed along the north and east property lines of the real estate adjacent to the Golden Grove Subdivision so as to prevent access from one property to the other.

4. The Owners shall complete the renovation of the dam on the northside of the Lake by removing or covering with earth all concrete and trash and shall plant vegetation of the type customarily used by the Indiana State Highway Department along Interstate and State highway rights of way, over the entire surface of the said dam.

5. That all positive action required of the Owners as related herein shall be fully accomplished no later than the 15th day of [insert date], 1980.

6. That the use of the real estate described in Exhibits "A", "B" and "C" to these covenants shall be limited to camping and related overnight activities, and no other commercial activities shall be permitted on the said property at any time; irrespective of the fact that the B-2 Zoning classification approved by the Johnson County Plan Commission would permit numerous other commercial uses of the said real estate.
These covenants shall be binding on the Owners, subsequent Owners of the real estate and all other persons or entities acquiring any interest in the real estate perpetually.

The covenants contained in this instrument shall be effective from and after the adoption of rezoning Petition No. 2-1-80 by the Johnson County Plan Commission changing the zoning classification of the real estate from A-1 to B-2. The undersigned Owners hereby acknowledge that the terms, conditions and covenants contained herein have been agreed upon among the said Owners and the Owners of adjacent property, including the Developer and owners of residential lots in Golden Grove, a single family residential subdivision immediately adjacent East and North to the real estate owned by the undersigned, of which the parcels described herein are part, and that the consideration received by the undersigned Owners for the granting of these terms, conditions and covenants upon their proposed commercial use of the said real estate is the acceptance of said limited commercial use, subject to such terms, conditions and covenants by the said adjacent property owners and those said adjacent owners' agreement to abandon any remonstrance against the proposed zoning change and special exception petition. The undersigned Owners hereby acknowledge the sufficiency and receipt of the said consideration.

Enforcement:

These covenants and commitments may be enforced jointly or severally by:

1. The Johnson County Plan Commission;

2. The Owners of any parcel of ground adjoining the real estate described herein to a depth of two (2) Ownership, but not exceeding 500 feet from the perimeter of the real estate as described in Exhibit "A" and shown in Exhibit "B" hereto. The identity of adjacent Owners shall be determined from the records in the bound volumes of the real estate tax assessment records as they appear in the office of the Johnson County, Indiana, Assessor and Treasurer. The Owners covenant and agree that the Owners, their grantees, heirs and assigns shall be responsible for and pay all reasonable costs and expenses, including attorney fees, incurred by the Johnson County Plan Commission or any adjacent property owner in any action or proceeding necessary to enforce the terms of these covenants, provided, that such action or proceeding results in a determination that the Owners, their grantees, heirs or assigns were in violation of any of the terms or covenants hereof at the inception of such action or proceeding.

The undersigned Owners hereby authorize the Johnson County Plan Commission to record this instrument as a part of the record of Johnson County, Indiana, upon final approval of Zoning Petition 2-1-80 and adoption of the related zoning ordinance by the Johnson County Commissioners.

IN WITNESS WHEREOF, the Owners have executed this instrument this 23rd day of June, 1980.
PENNINGTON BROTHERS INCORPORATED

By Maurice Pennington, President

ATTEST:

Floyd B. Pennington, Secretary

Maurice Pennington,
Jointly and Individually

Floyd B. Pennington,
Jointly and Individually

STATE OF INDIANA: SS:
COUNTY OF JOHNSON:

Before me, a Notary Public in and for said County and State, personally appeared Maurice Pennington and Floyd B. Pennington, for and on behalf of Pennington Brothers Incorporated and jointly and individually, who acknowledged the execution of the foregoing Covenants Relative to Use or Development of Real Estate Made in Connection With a Re-Zoning of Property; and who, having been duly sworn, stated that any representations therein contained are true.

Witners my hand and Notorial Seal this 3rd day of June, 1987.

My Commission Expires: July 12, 1983

My County of Residence: Johnson

This Instrument prepared by Michael J. Kias, Attorney at Law, 1045 South Meridian Street, Indianapolis, Indiana 46217.
FLOYD PENNINGTON, JR.
CENTER GROVE LAKE
ZONING DESCRIPTION

Part of the Northwest Quarter and part of the Southwest Quarter of
Section 16, Township T 3 North, Range 5 East of the Second Principal
Meridian, Johnson County, Indiana described as follows:

Commencing at a point on the East line of the Northwest Quarter
704.22 feet South of the Northeast corner thereof thence North 69 degrees
35 minutes 10 seconds West 940.06 feet to the POINT OF BEGINNING; thence
North 89 degrees 35 minutes 10 seconds West 1,905.00 feet; thence North
90 degrees 02 minutes 11 seconds East 750.92 feet; thence North 90 degrees
04 minutes 44 seconds East 502.80 feet to a point on the South line of
Lot No. 23 of Golden Grove Second Section 92 recorded in Plat East No. 9
Page 3 in the office of the Recorder in Johnson County, Indiana; thence West
90 degrees 02 minutes 00 seconds East 764.05 feet; thence South 89 degrees
00 minutes West 90 seconds West 152.03 feet; thence South 89 degrees 00
minutes East 305.80 feet; thence South 89 degrees 00 minutes West 90
seconds East 305.80 feet; thence South 89 degrees 00 minutes West 90
seconds West 152.03 feet to the point of beginning containing 4.2 acres more or
less and subject to all legal rights-of-way and easements.

EXHIBIT "A"
FLANDER FARM, 42
CENTER GROVE LAKE
ZONING DESCRIPTION

Part of the Northwest quarter and part of the Southwest quarter of Section 16, Township 13 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana described as follows:

Commencing at a point on the east line of the said Southwest quarter 784.22 feet South of the Northeast corner thereof, thence North 79 degrees 35 minutes 19 seconds West 41.56 feet to the POINT OF BEGINNING; thence North 09 degrees 35 minutes 19 seconds West 298.00 feet; thence North 90 degrees 02 minutes 11 seconds East 41.56 feet; thence North 90 degrees 04 minutes 44 seconds East 41.56 feet; thence South 47 degrees 51 minutes 16 seconds East 134.30 feet; thence South 28 degrees 45 minutes 07 seconds East 443.50 feet; thence South 82 degrees 05 minutes West 242.50 feet; thence South 79 degrees 10 minutes 11 seconds West 283.13 feet to the Point of Beginning containing 6.2 acres more or less and subject to all legal rights-of-way and easements.
1. The sanitary sewers and the connection thereof, shall be used only for and as a sanitary sewer system. No storm water, run-off water, sewer spouts, footing drains, perforated drains or sub-soil drainage shall be connected to the sanitary sewer system. No septic tank shall be connected to the sanitary sewer system. All standpipes used for the connection of sanitary sewers shall be placed above overflow level of sanitary sewer system in a manner which is acceptable to the city of Greenwood.

2. All lot owners who subsequently tap into or are connected with the sanitary sewers or main sanitary sewers for in the subdivision as described in this plat, release their behalf to object, remonstrate or appeal against fees or future annexation by the city of Greenwood pursuant to a certain contract dated February 11, 2000 and recorded in the Johnson County Recorder's Office at Instrument No. 2000-03868.

3. Where the sanitary drainage system can discharge into the sewer by gravity flow, the lowest floor elevation where flushing fixture of floor drain is installed must be a minimum of 12 inches above the top of the lowest downstream sanitary main or lateral connection. The drainage system must be installed in such a manner where part of the drainage system cannot be discharged into the sewer by gravity flow, this part of the system shall be discharged into a totally covered and vented stack from which the contents shall be lifted (pumped) and discharged into the building gravity drainage system a minimum of 12 inches above the drain connection. The building gravity drainage system must be installed in such a manner as to support the upstream main or lateral connection to the subject lateral connection.

LEGEND:
- LOT NUMBER
- S.S.D.A.I.E. SANITARY SEWER, DRAINAGE AND UTILITY EASEMENT
- D.A.U.E. DRAINAGE AND UTILITY EASEMENT
- B.S.I. BUILDING SETBACK LINE
- L.E. LANDSCAPE EASEMENT
- R/W RIGHT-OF-WAY
- LOT CURVE DATA CENTERLINE CURVE DATA CURVE "N" CENTERLINE MONUMENT CONCRETE MONUMENT SECTION CORNER
- LOT ADDRESS

LOT CURVE DATA
<table>
<thead>
<tr>
<th>LOT NUMBER</th>
<th>CURVE &quot;N&quot;</th>
<th>CENTERLINE MONUMENT</th>
<th>CONCRETE MONUMENT</th>
<th>SECTION CORNER</th>
<th>LOT ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>7300 S.F.</td>
<td>7300 S.F.</td>
<td>7300 S.F.</td>
<td>7300 S.F.</td>
<td>7300 S.F.</td>
</tr>
</tbody>
</table>

LOT CURVE DATA CENTERLINE CURVE DATA CURVE "N" CENTERLINE MONUMENT CONCRETE MONUMENT SECTION CORNER LOT ADDRESS.
Plat shall be called: Water's Edge, Section 2A

LEGAL being platted:
P+SW4 NW 15-13-3
20.9652A

Date of Plat:
March 10, 2000

City
Greenwood

Owner(s)
Water's Edge Dev. Co., Margaret M. Lemmel
James A. Jacob
Jacqueline Jacob

Approval: Municipal Engineer
Assessor's Signature
Auditor's Signature
Notary's Signature

FEE $23

FILED: Instrument No.
Cabinet (D) Slide (279 A-88)

DATE/TIME of recording:

Recorded Johnson County, Indiana
Jean Harmon, Recorder
Date 03/14/2000 Time 08:44:57 1 of 2 Pgs
Inst # 2000-005357 OFF
Fee Amt: 23.00

ALL SIGNATURES MUST HAVE NAME TYPED OR PRINTED BENEATH THEM.

FIXED LINE MYLAR WILL BE SUPPLIED BY
If other than above Engineer, whose company or name appears on plat.

Name ________________________________
Address ______________________________
Telephone Number ( ) __________________

form 9/21/94 Johnson County Recorder